

FARGO CITY COMMISSION AGENDA
Monday, April 9, 2018 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 26, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Section 25-1504.3, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Diamond Willow Addition, a Replat of Portions of Douglas Addition.
- 3. Applications for Games of Chance:
 - a. Mark Paulson Benefit for a raffle on 5/11/18; Public Spirited Resolution.
 - b. Saddle and Sirloin Club for a raffle on 4/18/18.
 - c. Tri-City Storm Soccer Club for a raffle on 7/10/18.
 - d. YWCA Cass Clay for a raffle on 4/30/18.
 - e. American Legion Post 2 Baseball for a calendar raffle from 7/1/18 through 8/30/18.
- 4. Applications for property tax exemptions for improvements made to buildings:
 - a. Dacia C. and Danny J. Meckle, 19 Birch Lane South (3 year).
 - b. Startup House LLC, 721 9th Street North (5 year).
- 5. Six-month extension of the Class “FA” Alcoholic Beverage License for Perla’s Fresh Mexican.
- 6. Sole Source Procurement to Tyco SimplexGrinnell for upgrading/updating the existing Simplex 4100+ fire alarm control panel at the FARGODOME.
- 7. Submittal of a letter of support to the Governor of ND for the Opportunity Zone applications submitted by the City of Fargo.
- 8. Lease of Property with Cass County for Lots 4, 5 and 6, Block 1, Chrisan 1st Subdivision.
- 9. Adopt Resolutions Approving the following Plats:
 - a. Urban Plains Northeast Retail 3rd Addition.
 - b. BLU Water Creek Third Addition.
- 10. Forward Contract with Northdale Oil, Inc. for fuel purchasing in the 3rd and 4th Quarters of 2018.

11. Private Utility Maintenance Agreement with Edgewood Development LLC and Edgewood Master Association Inc.
12. Extension of the Services Agreements – Lawn Maintenance Services with Glacier Snow Management Company and Valley Green & Associates for the 2018 mowing season (RFP17063 and RFP17155).
13. Purchase of one stump cutter from RDO Equipment in the total amount of \$41,000.00.
14. CPM Agreement with the NDDOT for the Dill Hill Shared Use Path Project (Project No. SN-18-A1).
15. Installation of utility box artwork wraps and Agreement with the Fargo BID.
16. Bid award for chemicals at the Water Treatment Plant for the remainder of 2018.
17. Change Orders for Project No. WA1301:
 - a. No. 16 for an increase of \$118,636.00 for the general construction contract.
 - b. No. 14 for an increase of \$17,841.25 for the mechanical construction contract.
 - c. No. 8 for an increase of \$52,468.00 for the electrical construction contract.
18. Agreement with KLJ, Inc. for professional services outlined in Exhibit A.
19. Contracts and bonds for Project No. PR-18-A1, FARGODOME Suite Remodel and FARGODOME Handicap Seating.
20. Bills.
21. Infrastructure request to create Improvement District No. BN-18-B1.
22. Contract Amendment No. 3 for an increase of \$33,008.00 for Improvement District No. PR-17-B0.
23. Easement (Temporary Construction Easement) from Rabanus West, LLC in association with Improvement District No. BR-18-C1.
24. Bid award for Improvement District Nos. BN-18-J1 and SL-17-B1.
25. Create Improvement District Nos. BN-18-A, BN-18-B, BR-18-G2, NR-18-A, PN-18-A and TN-18-A.
26. Contracts and bonds for Improvement District Nos. BN-18-G1 and PR-18-E1.

REGULAR AGENDA:

27. Presentation of MATBUS eco benefits in commemoration of Earth Week 2018.
28. Update on the Sound the Alarm Event.
29. Public Hearings - 5:15 pm:
 - a. Special assessments of sewer repairs.

- b. Transfer of a Class "B" Alcoholic Beverage License from Main Liquors Inc. d/b/a Main Liquors to Dakota Liquors LLC d/b/a Main Liquors at 4000 Main Avenue; continued from the 3/26/18 Regular Meeting.
 - c. Transfer of a Class "FA" Alcoholic Beverage License from B.A.B 32nd Avenue South, LLC d/b/a Moe's Southwest Grill to HRP Fargo LLC d/b/a The Tavern Grill at 3233 45th Street South; continued from the 3/26/18 Regular Meeting.
 - d. Transfer of a Class "FA-RZ" Alcoholic Beverage License from Mosaic Foods LLC d/b/a Mezzaluna to Snelling Hospitality LLC d/b/a Mezzaluna at 309 Roberts Street North; continued from the 3/26/18 Regular Meeting.
 - e. Transfer of a Class "A" Alcoholic Beverage License from Classic Foods, LTD d/b/a Ground Round Restaurant to FSB Associates, LLC d/b/a Cowboy Jack's at 506 Broadway North; continued from the 2/26/18 and 3/26/18 Regular Meetings.
30. Update on the Mayor's Blue Ribbon Commission on Addiction.
31. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
- a. Costs totaling \$772,390.00.
 - b. Costs totaling \$901,954.00.
32. Consider Adopting Amended and Restated Resolution Authorizing the Issuance and Sale of \$98,000,000.00 City of Fargo Water Revenue Bond, Series 2013B and Amended and Restated Loan Agreement with the North Dakota Public Finance Authority relating to the Water Treatment Plant Project.

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

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



①

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

April 3, 2018

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

Dear Commissioners:

Presented for your consideration is an amendment to Fargo Municipal Code 25-1504.3 addressing the requirement that all liquor license holders or their designee are required to attend a mandatory license renewal meeting before their license will be renewed. The goal of the amendment is to ensure that the licensee receive the important information presented at the time of the renewal meeting.

Presently the City schedules three (3) meetings on one day, and all license holders are provided written notice of the date and times, well in advance, as provided for in the ordinance. Failure to attend carries no clear consequences. The amended ordinance would impose a \$500 fee for failure to attend one of the three scheduled mandatory meetings, without notice and good cause. Another opportunity would then be available to attend the mandatory meeting following the next regularly scheduled Liquor Control Board meeting. If a licensee fails to attend the subsequent meeting after the Liquor Control Board meeting, another \$500 fee would apply. A licensee may then obtain a link to a recording of one of the prior meetings. Confirmation that the licensee viewed the recording would be accomplished through the City Auditor's office, and may consist of a question and answer section that could only be completed by watching the video. Failure to attend a meeting or view the recording will result in non-renewal of the license until such time as the mandatory meeting requirement has been met.

The Liquor Control Board considered this amendment at its meeting on March 28th and unanimously recommends approval.

Suggested Motion: I move to receive and file amendment to Fargo Municipal Code §25-1504.3 relating to Liquor Licensees' attendance at mandatory license renewal meetings.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris".

Nancy J. Morris

Enclosure



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1504.3, OF ARTICLE 25-
15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1504.3 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

Mandatory Meeting.--In addition to the requirements of Articles 25-1504, 25-1504.1 and 25-1504.2, the licensee, through its owner or manager, shall attend an alcohol license renewal meeting conducted by the city as part of the license renewal process. City will schedule sufficient one-hour meetings prior to the renewal date to accommodate licensees. Failure to attend the regularly scheduled meeting without good cause and prior notice to the city auditor, in the city auditor's discretion, shall result in the licensee incurring a \$500 monetary fee, and required attendance at a subsequent meeting to be held following the next regularly scheduled Liquor Control Board meeting. If license fails to attend the subsequent meeting, licensee shall be assessed an additional monetary fee of \$500. Licensee shall then be afforded the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

opportunity to view a recording of one of the foregoing meetings, in advance of the license renewal date. Failure to timely comply with all mandatory meeting requirements shall result in non-renewal.

Section 2. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN DIAMOND WILLOW ADDITION,
A REPLAT OF PORTIONS OF DOUGLAS 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 Diamond Willow Addition, a replat of Lots Fifteen (15) and Sixteen (16), Block Fifteen (15), Douglas Addition to the city of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 7, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on March 26, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Diamond Willow Addition, a replat of Lots Fifteen (15) and Sixteen (16), Block Fifteen (15), Douglas Addition to the city of to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District, to "MR-3", Multi-Dwelling Residential with a PUD, Planned Unit Development Overlay and Master Land Use Plan, District consisting of modifications of front, rear and street side setbacks pertaining to said base zoning district as follows:

Front Setback: The front setback is reduced from 25 feet to 8 feet;

Rear Setback: The rear setback is reduced from 20 feet to 8 feet; and,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Street Side Setback: The street side setback is reduced from 12.5 feet to 8 feet.

2 In all other respects, development must comply with the dimensional standards for the base
3 zoning district of a "MR-3", Multi-Dwelling Residential, District.

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

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

8
9
10 _____
11 Timothy J. Mahoney, Mayor

12 (SEAL)

13 Attest:

14 _____
15 Steven Sprague, City Auditor

16
17
18 First Reading:
19 Second Reading:
20 Final Passage:
21
22
23



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

Name of Non-profit Organization Mark Paulson Benefit		Date(s) of Activity May 11 to		For a raffle, provide drawing date(s): May 11, 2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Mary Bommersbach / Brady Paulson Family		Title		Business Phone Number	
Business Address 808 8th St. E.		City West Fargo		State ND	Zip Code 58078
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted EL-Zagel Shrine		Site Address			
City Fargo		State ND	Zip Code 58102	County	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

[illegible]

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

Intended uses of gaming proceeds: monies will be used to help pay for
medical expenses for Mark D. Paulsen

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

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

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


Signature of Organization's Top Executive Official <i>Marylee Bernasconi</i>	Date <i>3/26/18</i>	Title <i>Friend</i>	Business Phone Number <i>701-234-3415</i>
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City of Fargo, Auditors Office - Gaming
200 N 3rd Street, Fargo, ND 58102
Phone: 701-241-1304
Rev. 07-2015

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

(Limit \$12,000 per year)
\$1800.00

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

Signature of Contact Person 	Title Fundraising Chair	Date 3/29/18	Business Phone Number 701-210-0484
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

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

Name of Non-profit Organization Tri-city Storm Soccer Club	Date(s) of Activity : to 7/10/18	For a raffle, provide drawing date(s): 7/10/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Noel Nyborg	Title Exec Director	Business Phone Number (701) 205-1560	
Business Address 1323 23rd St S, Suite A	City Fargo	State ND	Zip Code 58103
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Tri-City Storm Soccer Club	Site Address 1323 23rd St S		
City Fargo	State ND	Zip Code 58103	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> 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	Smoker	\$1,500.00	Raffle	Beats Headphones	\$175.00
Raffle	55" Flatscreen	\$799.00	Raffle	Beats Headphones	\$129.00
Raffle	iPad mini	\$399.00	Raffle	Tri-City Package	\$500.00
Raffle	Hover Board	\$399.00	Raffle	Tri-City Package	\$500.00
Raffle	Google Home	\$399.00	Raffle	Signed Jersey	\$198.00
Raffle	Google Home	\$399.00	Raffle	Cash \$250	\$250.00
Raffle	Xbox 1	\$299.00	Raffle	Cash \$100	\$100.00
Raffle	Soccer Package	\$300.00	Raffle	Cash \$50	\$50.00
Raffle	Apple TV	\$129.00	Raffle	Cash \$50	\$50.00

(Limit \$12,000 per year)
 Total: \$ ~~12,000.00~~

See attached
 \$7925.00

Intended uses of gaming proceeds: Support programming and operational expenses.

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

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

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

Signature of Organization's Top Executive Official 	Date 3/22/18	Title Exec Director	Business Phone Number (701) 205-1560
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Game Type	Description of Prize	Retail Value of Prize
Raffle	\$50 Cash	\$50.00
Raffle	\$250 Sanford Power Gift Card	\$250.00
Raffle	\$250 Sanford Power Gift Card	\$250.00
Raffle	\$100 Amazon Gift Card	\$100.00
Raffle	\$100 Amazon Gift Card	\$100.00
Raffle	\$100 Scheels Gift Card	\$100.00
Raffle	\$100 Scheels Gift Card	\$100.00
Raffle	\$50 Scheels Gift Card	\$50.00
Raffle	\$50 Scheels Gift Card	\$50.00
Raffle	\$50 Scheels Gift Card	\$50.00
Raffle	\$50 Scheels Gift Card	\$50.00
Raffle	\$50 Buffalo Wild Wings Gift Card	\$50.00
Raffle	\$50 Buffalo Wild Wings Gift Card	\$50.00
Raffle	\$50 Buffalo Wild Wings Gift Card	\$50.00
Raffle	\$50 Buffalo Wild Wings Gift Card	\$50.00
	Total from 1st Page:	\$6,575.00
	Total from this Page:	\$1,350.00
	Grand Total:	\$7,925.00



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

3d

\$25.00
44-18
cc

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

Name of Non-profit Organization Ywca Cass Clay		Date(s) of Activity 4/30/2018 to 4/30/2018		For a raffle, provide drawing date(s): 4/30/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Erin Prochnow		Title Ceo		Business Phone Number (701) 232-2547	
Business Address 3100 12th Ave N		City Fargo		State ND	Zip Code 58102-3070
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Delta by Marriott		Site Address 1635 42nd St. Sw			
City Fargo		State ND	Zip Code 58103-3323	County Cass County	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> 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	Cyclebar Cert.	\$150.00	Raffle	Jewelry	\$219.00
Raffle	Scheels Cert.	\$250.00			
Raffle	Laurie's Cert.	\$250.00			
Raffle	Sunglasses	\$224.00			
Raffle	Spa Treatments	\$270.00			
Raffle	Wine	\$300.00			
Raffle	Hotel Package	\$400.00			
Raffle	Golf Ensemble	\$500.00			
Raffle	Furniture Cert.	\$500.00			
Total:					(Limit \$12,000 per year) \$ 3,063.00

Intended uses of gaming proceeds: All proceeds benefit YWCA emergency shelter programs and operations.

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☐ No ☒ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 3,375.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Erin Prochnow</i>	Date 4/4/2018	Title Ceo	Business Phone Number (701) 232-2547
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3e

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization American Legion Post 2 Baseball		Date(s) of Activity 7/1/2018 to 8/30/2018		For a raffle, provide drawing date(s): 7/1/2018 to 08/30/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Scott Krabbenhoft		Title Marketing		Business Phone Number (701) 552-1808	
Business Address Po Box 2664		City Fargo		State ND	Zip Code 58108-0000
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Jack William Stadium		Site Address 1137 Elm St N,			
City Fargo		State ND	Zip Code 58102-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> 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
Calendar Raffle	Cash	\$4,350.00			
			<div style="text-align: right;"> Total: \$ 4,350.00 </div>		

(Limit \$12,000 per year)

Intended uses of gaming proceeds: Upgrades to the stadium, team equipment, help provide transportation, umpire costs and uniforms.

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

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

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

Signature of Organization's Top Executive Official 	Date 4/4/2018	Title Marketing	Business Phone Number (701) 552-1808
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4a

March 16, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 19 Birch Ln. S as submitted by Dacia C. & Danny J. Meckle. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$225 with the City of Fargo's share being \$40.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

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

Property Identification

1. Name of Property Owner Dacia + Danny Meckle Phone No. 701-361-8325
2. Address of Property 19 Birch Ln S
City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. L+6 BLK1 Prairieview
4. Parcel Number 61-2330-0006000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New Siding + Windows
7. Building Permit No. 171776 8. Year Built 1984
9. Date of Commencement of making the improvement September 2017
10. Estimated market value of property before improvement \$ 269,700
11. Cost of making the improvement (all labor, material and overhead) \$ 5,000
12. Estimated market value of property after improvement \$ 287,300

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 Dacia Meckle Date 2/27/18

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☒ has not ☐ met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK
- Assessor's Signature Don Nash Date 3/16/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

46

March 16, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 721 9 St. N as submitted by Startup House LLC. 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 \$290 with the City of Fargo's share being \$50.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner	<u>Startup House LLC</u>	Phone No.	<u>617-388-0031</u>
2. Address of Property	<u>721 9 St N</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>LTC BIK 3 Harwoods</u>		
4. Parcel Number	<u>01-1120-001302W</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>225 27 Ave N</u>		
City	<u>Fargo</u>	State	<u>ND</u> Zip Code <u>58102</u>

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Re-finish lower level, ^{repair} replace kitchens, ^{repair} replace baths, Replace sheetrock, Elec/Plumb and more to code.</u>		
7. Building Permit No.	<u>172004</u>	8. Year Built	<u>1915</u>
9. Date of Commencement of making the improvement	<u>October 2017</u>		
10. Estimated market value of property before improvement	\$	<u>169,000</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>95,000</u>	
12. Estimated market value of property after improvement	\$	<u>169,000</u>	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	<u>[Signature]</u> Date <u>3/13/18</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>[Signature]</u> Date <u>3/16/18</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____

5

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Perla's Fresh Mexican Liquor License Extension

DATE: March 26, 2018

The owners of Perla's Fresh Mexican, Anderson Franchise Investments, are requesting an extension of the ordinance requiring continuous alcohol sales. The business is closed and they are trying to find someone to purchase the liquor license and location. In the past the City Commission has granted up to a 6 month exemption from the ordinance.

Recommended Motion:

Approve the requested six month exemption from alcohol sales to Perla's Fresh Mexican until October 2018.

March 16, 2018

City of Fargo
Attn: City Commission
200 N 3 St
Fargo, ND 58102

RE: Liquor License

To whom it may concern:

As noted in prior correspondence, I closed my restaurant located at 2653 45th St. S, in Fargo, ND. While the business has closed, I continue to own a business beverage license for this location. I renewed the liquor license in June, with an exemption from the requirement to sell alcohol. My understanding is that the license renewal has expired. I am requesting that the license again be extended with the exemption from the requirement to sell alcohol, as I would like to sell the liquor license. If you have any questions, please feel free to contact me at 612-481-1320.

Sincerely,



3/19/2018

Charles Anderson
Anderson Franchise Investments



(6)

March 16, 2018

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the sole-source procurement of the agreement between FARGODOME and Tyco SimplexGrinnell to upgrade/update the existing fire alarm panel parts for the Simplex 4100+ fire alarm control panel here at FARGODOME.

SimplexGrinnell is the original manufacturer of the existing fire alarm panel/system, and given this project is an upgrade/update to the existing system, this work needs to be performed by SimplexGrinnell and can not be completed by a competing company. The budget dollars for this project are included in the existing FARGODOME Capital Budget that has been previously approved by both the Fargo Dome Authority and the Fargo City Commission.

At their February 2018 meetings, the Fargo Dome Authority and their Finance/Building Committees approved the motion to approve the Sole Source Provider procurement method for this project.

Requested Motion: To approve the Sole Source Procurement request from the Fargo Dome Authority for the project relating to the upgrade/update of the existing Simplex 4100+ fire alarm panel at FARGODOME.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME



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:

Tyco SimplexGrinnell

Estimated Dollar Amount of Purchase:

\$19,610.00

The project/service is required to:

Upgrade/Update the fire alarm panel parts for the existing Simplex 4100+ fire alarm control panel to bring the system to the 4100 ES Platform

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

SimplexGrinnell is the manufacturer of the existing panel being upgraded

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. **)

SimplexGrinnell is the manufacturer of the existing panel and only entity authorized to conduct work

****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)

Not Available/Applicable

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

Not Applicable

Signature: 
(Requestor)

Printed Name: Rob Sobolik

Department: Fargodome

Title: General Manager

Date: March 16, 2018

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

 (Requestor initials)



FARGODOME

1800 University Drive North
Fargo, North Dakota 58102

PURCHASE ORDER REQUEST**Vendor**

Name Simplex
Address 2821 Flechtner Dr. S.
City Fargo ND 58103-2378
Phone 701-237-6712 Fax 701-280-2955

Ship To

Name Fargodome
Address 1800 University Drive North
City Fargo St ND ZIP 58102
Phone 701-241-9100

Qty	Units	Description	Unit Price	TOTAL
1	ea	See Attached fire alarm panel upgrade of main brains and existing control boards. <i>Capital/ FD1808 25,000</i> email Darin Kungel darin.kungel@jci.com <i>(This is the only supplier)</i>	\$19,610.00	\$19,610.00
TOTAL				\$19,610.00

Payment Details

☐
 ☐
 ☒ Charge

Requested By: Don Berland

Date Required ASAP

Administration Instructions:

Fixed Asset:

Do items require Fixed Asset stickers?
If so, how many?

Approval

Department Head
[Signature] 2-28-18
Executive Director

Vendor Instructions:

Date: 2/16/2018

Other: _____

Notes/Remarks



2821 FIECHTNER DR S
STE C
FARGO, ND 58103-2378
(701) 237 6712
FAX: (701) 280 2955
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:

Fargo Dome
1800 UNIVERSITY DR N
FARGO, ND 58102-2241
Attn: Jeremy Linstad
(701) 298-2637 EXT(____) Fax:

Project: Fargo Dome FACP Update
Customer Reference:
SimplexGrinnell Reference: 385436770
Date: 05/18/2017
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SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
New System		
1	4100-7154	4100+ 2X40 UPGD TO ES INFOALM
1	4100-0640	INFOALARM MEMORY EXPANSION MOD
1	4100-2301	EXPANSION BAY UPGRADE
2	4100-9922	4100ES RETROKT 3 BAY BGE GLS D
1	DPIM	INSTALLATION MATERIALS

Total net selling price, FOB shipping point, \$19,610.00

Comments

Proposal includes fire alarm panel update/upgrade parts for the existing Simplex 4100+ fire alarm control panel to bring the system to the latest headend 4100ES platform.

This is not a complete panel update or a complete system upgrade. Basically this is an upgrade of the main brains and existing control boards most in need of changing out due to age, reliability, and most of all availability of parts. New panel CPU and existing panel modules will work with existing field devices and are completely backwards compatible. This give you future option for expansion or device upgrade anytime budgets will allow.

Includes all labor to swap out the panel parts, upgrade the door and dress panel, along with program, test and recertify the system is back up and running 100%.

Does not include any wire repair or replacement of any defective devices or equipment that could possibly be found to be faulty at time of new headend replacement.

Does not include tax.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Fargo Dome FACP Update
 Customer Reference:
 SimplexGrinnell Reference: 385436770
 Date: 05/18/2017
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TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of



Project: Fargo Dome FACP Update
 Customer Reference:
 SimplexGrinnell Reference: 385436770
 Date: 05/18/2017
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SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



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 SimplexGrinnell Reference: 385436770
 Date: 05/18/2017
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SALE AND INSTALLATION AGREEMENT (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

(Rev. 10/08)

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to microbacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**


Offered By: SimplexGrinnell LP License#: 2821 FIECHTNER DR S STE C FARGO, ND 58103-2378 Telephone: (701) 237 6712 Fax: 701-280-2955 Representative: <u>Darin Kungel</u> Email: <u>dkungel@simplexgrinnell.com</u>	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR 

DATE: APRIL 4, 2018

RE: OPPORTUNITY ZONES

The Tax Cuts and Jobs Act of 2017 allows for the establishment of Opportunity Zones to encourage investment that will benefit lower income census areas. The law allows for temporary deferral of capital gains for people investing in Opportunity Funds, and these Opportunity Funds must invest in Opportunity Zones.

Last month, you authorized me to submit applications for the establishment of Opportunity Zones in the City of Fargo. I have submitted applications for 10 census tracts. A map is attached. The census tract numbers are:

38017000600
38017000700
38017000300
38017010107
38017000802
38017000801
38017000501
38017000502
38017000901
38017010101

Statewide, over 60 applications were submitted. The Governor is to designate 25 Opportunity Zone Census Tracts by April 20, 2018.

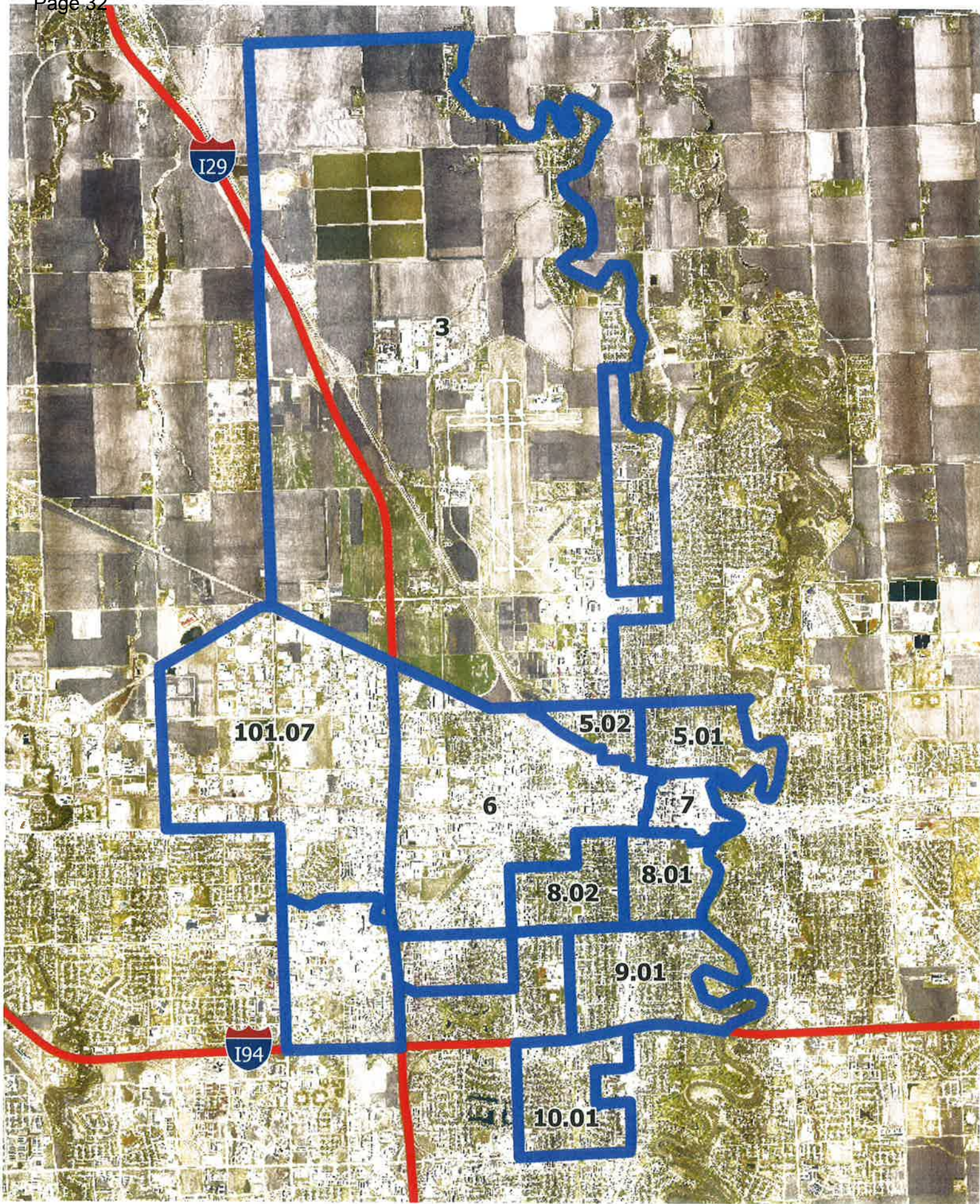
A final part of the application process is for the Fargo City Commission to submit a letter of support to the Governor by April 13, 2018.

Also, Cass County has requested a letter of support for a Census tract #38017000400 they requested. This section tract has a small portion of land in the City of Fargo.

Recommended Motion

Submit a Letter of Support to the Governor for Opportunity Zone applications submitted by the City of Fargo and Cass County.








MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MARK WILLIAMS, ASSISTANT PLANNING DIRECTOR 
MAEGIN ELSHAUG, PLANNING COORDINATOR

DATE: APRIL 3, 2018

SUBJECT: LEASE OF LOTS 4-6, BLOCK 1, CHRISAN FIRST SUBDIVISION FROM CASS COUNTY

The City of Fargo is pursuing the acquisition of several lots located within the Chrisan First Subdivision, which are currently owned by Cass County. The City intends to utilize the lots for long term flood protection. Until the lots have been acquired, the City is seeking to lease Lots 4-6, Block 1, Chrisan First Subdivision, with the intent to sublease to a community group, The F/M New Farmer Task Force, to use the land for urban agriculture (community gardens).

Per the terms of the lease of the property, the City will lease the land from the County until December 31, 2018, and rent will be \$10 per year. Upon subleasing to the community group, the City will require the community group to have no less than \$500,000 liability insurance.

On April 26, the Finance Committee recommended approval to the City Commission to enter into the lease. Should the City Commission and Cass County approve the lease of the lots, a sublease with the F/M New Farmer Task Force will come before the City Commission for approval.

Recommendation: Enter into a one year lease with Cass County on Lots 4-6, Block 1, Chrisan First Subdivision.

**City of Fargo
Finance Committee Meeting Minutes
March 26, 2018**

The Finance Committee monthly meeting was held on March 26, 2018 at 10:00 a.m. in the Mayor's office.

Members attending Mahoney, Piepkorn, Grubb, Redlinger and Costin

Members absent: Sprague

Guests present: Dan Eberhardt, Nicole Crutchfield

Committee Minutes Approved

The Finance Committee approved the minutes from the last meeting. Grubb moved to approve the minutes. Piepkorn seconded the motion and all voted in favor.

Property Lease for Community Garden Project Approved

Nicole Crutchfield presented a request to lease lots on S. University Dr. currently owned by the city for a community garden. This would be a low cost lease and would allow the community garden project to have access to the sites for planting gardens. This was part of the city commission's plan and therefore the Finance committee concurred with the lease recommendation to get this initiative started. The lease term will run for one year. Grubb moved to approve the lease agreement with Cass County. Redlinger seconded the motion and all voted in favor.

Sole Source Procurement Requests Approved

The Committee reviewed and approved all sole-source purchase request submitted by departments in March. There were no questionable items. Grubb moved to approve the sole source requests. Redlinger seconded the motion and all voted in favor.

Inter-fund Loans Approved

Gilmore presented a request to use inter-fund loans from the water utility or a \$450,000 repair project for the Civic Center parking ramp. The Committee discussed the inter-fund loan concept that has been used in the past and agreed that this was a mutually beneficial proposal. The amortization term for the loan would be over a three-year period and would carry an interest of 1.5%. The City benefits from not having to pay outside sources for loans.

Costin presented a request to use in inter-fund loan from the wastewater utility for \$518,000 to reimburse this solid waste facility department backup for trucks purchased in 2017 that were to be

included in a lease transaction. This Finance Committee discussed this concept at the last meeting of using the advanced funding protocol that would help to resolve this issue.

Peipkorn moved to approve two inter-fund loans. Grubb seconded the motion and all voted in favor.

2019 Budget Development Schedule Reviewed

The Finance Committee discussed the revised budget development calendar. The early option budget meetings with the budget team were deleted due to conflicts in the schedule. All meetings will take place in the first week of June. Much of the budget process would be completed by 4 July to make compliance with the new state law that requires a preliminary budget to be approved by July January July 31, 2018.

Special Assessment Deferral Request Approved

The engineering department requested a special assessment deferral request for project number be an 18 – G on County Road 20 project. A map was included to show the assessment request area in relationship to other properties. The committee moved to approve a deferral agreement with the property owner to include interest accruing during the interim deferred.

Special Assessment Sidewalk Amortization Period Modified to Conform to NDCC

Eberhardt reviewed current changes in the North Dakota Century Code that allowed us to amortize the special assessment for sidewalks for a 20-year period. This change was initiated by the City of Fargo during the last legislative session and was approved. Our current policy includes a 10-year amortization that followed the former law so his request was to use the year amortization for all projects moving forward to lower the cost to the homeowner. Mahoney inquired about what the useful life of a sidewalk was. The Committee considered this request and approved using the 20-year term as allowed for in the North Dakota Century Code. Redlinger moved to approve the use of a 20 year- amortization for sidewalks. Peipkorn seconded the motion and all voted in favor.

Special Assessment Liquidated Damage Accounting

There was a discussion on the accounting treatment for liquidated damages related to capital projects. Under our current procedure the amount of the liquidated damages is credited to the project to they reduce the project cost. Eberhardt suggested that liquid liquidated damages are a penalty and could be redistributed to the general fund. Grubb suggested they be used in the capital project fund. Penalties that are assessed as liquidated damages have nothing to do with the initial cost of the project. These funds could be used to balance out capital projects due to timing differences on when projects are closed, allowing us to close out special assessment projects earlier than our current assessment practice. Piepkorn moved to approve a change in the accounting methodology for liquidated damages, to remove them from the project and code them as a penalty into the capital project fund. Grubb seconded the motion and all voted in favor.

Special Assessment Revised Procedure Approved

Eberhardt proposed using a fixed fee method of assessing sidewalk administrative costs versus a factor that is currently used in this process. Change would help ease the administration of special assessments and treat everybody uniformly. The Committee approved this request. Redlinger moved to approve the use of a flat fee on sidewalk assessments of 18% & 20%. Costin seconded the motion and all voted in favor.

City Hall IT Purchases Provided by Project Owner

Grubb presented request from Ron Gronneberg for new IT equipment required in the new City Hall project. The total cost of the budget request was approximately \$369,000. Owner provided equipment is not included in the City Hall budget. Grubb suggested to keep this on a timeline that this funding proposal should be approved. He recommended three different funding sources that would cover this obligation. The Committee approved this request and suggested that the capital project fund be used as the funding source. Grubb moved to approve the list of purchases recommended by IT for the City Hall. Redlinger seconded the motion and all voted in favor.

There were no other issues discussed at the Finance Committee so the meeting adjourned at 10:45 a.m.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and the City of Fargo, 200 3rd Street North, Fargo ND 58102 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as:

Lots 4, 5 and 6 Block 1 Chrisan 1st Subdivision (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2018, and expire at midnight on December 31, 2018.
3. Rent: Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 200 3rd Street North, Fargo, ND 58102

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2018, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County

City of Fargo, Lessee

Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.



City of Fargo Staff Report			
Title:	Urban Plains Northeast Retail 3rd Addition	Date:	2/28/18
		Updated:	4/3/2018
Location:	2720, 2740, 2760, and 2780 47th Street South, 4680 28th Avenue South, and 2911 45th Street South	Staff Contact:	Kylie Bagley
Legal Description:	A portion of Lots 3 and 4, Block 1, Urban Plains Northeast Retail Addition		
Owner(s)/Applicant:	Urban Plains Land Co., LLC/Clay Dietrich	Engineer:	Mead & Hunt
Entitlements Requested:	Conditional Use Permit to allow household living within the LC, Limited Commercial, Zoning District and a Minor Subdivision (Replat a portion of Lots 3 and 4, Block 1, Urban Plains Northeast Retail Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: April 9, 2018		

Existing
Land Use: Vacant
Zoning: LC, Limited Commercial
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service.
Maximum Lot Coverage Allowed: Maximum 55% building coverage

Proposed
Land Use: Household Living
Zoning: No Change
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service.
Plus a CUP to allow household living.
Maximum Lot Coverage Allowed: No Change

Proposal:
<p>The applicant is requesting a Conditional Use Permit to allow household living within the LC, Limited Commercial, Zoning District and a Minor Subdivision, entitled Urban Plains Northeast Retail 3rd Addition. The minor subdivision will replat a portion of Lots 3 and 4, Block 1, Urban Plains Northeast Retail Addition, and are located at 2720, 2740, 2760, and 2780 47th Street South, 4680 28th Avenue South, and 2911 45th Street South. The subject property encompasses approximately 8.74 acres. According to the applicant, the purpose of the CUP is to allow for the construction of an apartment complex on the subject property on the proposed Lot 1, Block 1 Urban Plains Northeast Retail 3rd Addition.</p> <p>The Conditional Use Permit was approved by the Planning Commission on March 6, 2018.</p> <p>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.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LC, Limited Commercial with office and vacant land uses • East: Across 45th Street South; LC, Limited Commercial with vacant land use • South: Adjacent to the subject properties, across Brandt Drive South, and across 28th Avenue South; LC, Limited Commercial with office, retail sales and service, financial services, vacant land, and household living, multi-dwelling structure • West: Across 47th Street South and 28th Avenue South; LC, Limited Commercial with office and

household living, multi-dwelling structure use

Area Plans:

The subject properties are located within the bounds of the 2003 Southwest Future Land Use Plan. This plan identifies "Commercial" use as preferred land uses for this area.



Schools and Parks:

Schools: The subject properties are located within the West Fargo School District and are served by Freedom Elementary, Liberty Middle and Sheyenne High schools.

Neighborhood: The subject properties are located in the Urban Plains Neighborhood.

Parks: Anderson Softball Complex (2424 45th Street S) is located approximately 750 feet northeast of the subject property and offers the amenities of baseball/softball fields, concessions, picnic tables, playground, restrooms, and shelter.

Pedestrian / Bicycle: There are off-street bike facilities located along 45th Street South, Brandt Drive South, and 28th Avenue South. All facilities are components 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:

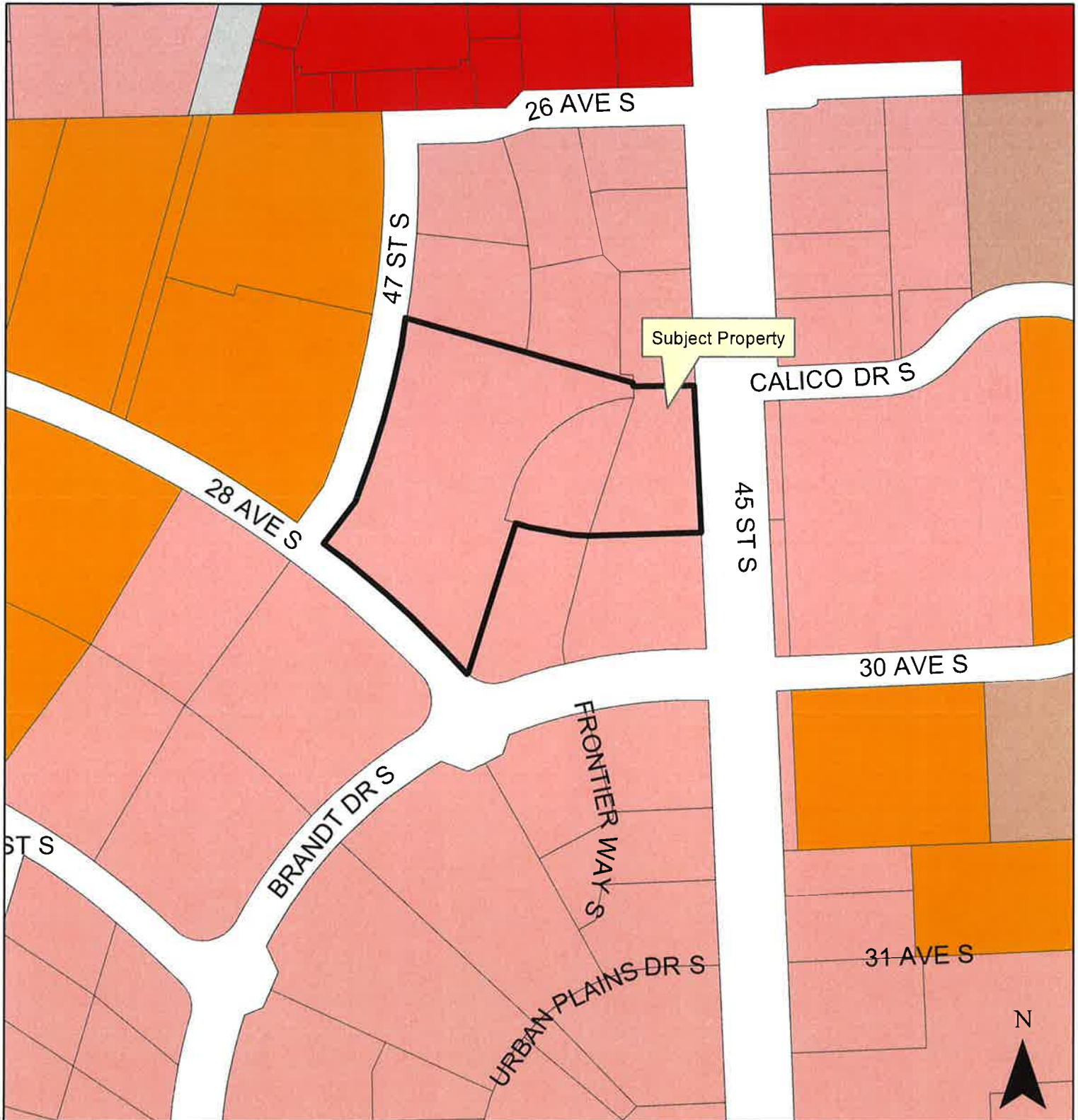
- **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of 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 a portion of Lots 3 and 4, Block 1, Urban Pains Northeast Retail Addition into two lots 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.

<p>(Criteria Satisfied)</p> <ul style="list-style-type: none"> <p>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.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.</p> <p>(Criteria Satisfied)</p>
<p>Planning Commission Recommendation: March 6, 2018</p> <p>On March 6, 2018, with a 5-1 vote, the Planning Commission accepted the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed: 1) Subdivision Plat, Urban Plains Northeast Retail 3rd 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 and 2) approved the Conditional Use Permit to allow for household living within the LC, Limited Commercial, zoning district as the proposal complies with Section 20-0909.D (1-6) and all other requirements of the LDC, with the following conditions:</p> <ul style="list-style-type: none"> The maximum residential density shall be that of the MR-3 zoning district (24 units per acre). A minimum of 35% of the lot shall remain as open space. Parking lot approaches must be spaced at least 100 feet away from the roundabouts located on Brandt Drive South, as measured along the existing public access easements beginning at the Brand Drive South right-of-way and ending at the centerline of such parking lot approach.
<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and hereby approve the proposed Subdivision Plat, Urban Plains Northeast Retail 3rd 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 requirements of the LDC.</p>
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat 4. Preliminary Site Plan

Plat (Minor) & CUP (Household Living in LC)

Urban Plains Northeast Retail 3rd Addition 2720, 2740, 2760 & 2780 47th St S & 4680 28th Ave S



Plat (Minor) & CUP (Household Living in LC)

Urban Plains Northeast Retail 3rd Addition

2720, 2740, 2760 & 2780

47th St S & 4680 28th Ave S



A REPLAT OF PART OF LOTS 3 AND 4, BLOCK 1 OF URBAN PLAINS NORTHEAST RETAIL ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



NOTES

1. Insurance Rate Map community-rated zone AE. Insurance Rate Map community-rated zone AE 30107COT7895 dated January 16, 2010 is used for the areas of this plan. Areas of the community-rated zone AE are included in Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood, zone AE.

2. Mean Flood Elevation for zone AE is 905.7 feet NAVD 88.

3. Flood Elevation is 905.7 in NAVD 88.

4. Special Flood Hazard Area data obtained from the City of Fargo GIS.

BENCHMARK

City of Fargo Highway #111017 located at the intersection of 45th St S and Calico Dr. Elevation 906.04 in NAVD 88 Datum.

A benchmark was set as a colored square on concrete eight feet above ground level of the sidewalk. Elevation 906.51 in NAVD 88 Datum.

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CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this 29th day of
March 2018

Mark H. Blitzer
Mark H. Blitzer, City Engineer

State of North

On this 29th day of March 2018

drop out for any

History Public Library

FARGO PLANNING COMMISSION APPROVAL
Approved by the City of Fargo Planning Commission
on 12/19/2017

more fisher

Fargo Planning Commission

County of Cass

On this 8th day of March, 2011
Fischer, Chair, Fargo Planning Commission, known

on behalf of the Fargo Planning Commission.

History Public Mfrends: Wof

FARGO CITY COMMISSION APPROVAL
Approved by the Board of City Commissioners on _____ day of _____, 20____.

Steven Sprague City Auditor

Country of Cases

On this _____ day of _____, 20____,
J. Mulhoney, Mayor, City of Fargo, and Steven Sja-

acknowledged to me that they executed the same

Notary Public: _____

Mead

!lunt

Phone: 701-566-6450
medhunt.com

4571100-180396.01
SHEET 1 OF 1

1

ATTENTION

DECLAIMER OF WARRANTIES

ne laws of the State of North Dakota
as a duly Registered Architect under
order my direct supervision, and that I
am, or expect to be, created by me or

DIETRICH
CONSTRUCTION

701-230-1303 (F)
701-230-2700 (FAX)

TOTAL BUILDING SIZE	48,818 SQFT	15.60%
TOTAL GARAGE SIZE	81,438 SQFT	19.64%
TOTAL BUILDING COVERAGE	110,256 SQFT	35.24%
TOTAL PAVEMENT SIZE	92,596 SQFT	23.57%
TOTAL LOT COVERAGE	202,762 SQFT	64.81%
TOTAL OPEN SPACE	110,694 SQFT	35.19%
TOTAL LOT SIZE	313,856 SQFT	100.00%

MEZZO APARTMENTS:
URBAN PLAINS NORTHEAST RETAIL THIRD ADDITION
LOT 1 / BLOCK 1
CITY OF FARGO, ND
SCALE: 1" = 50'-0"

PARKING	
TOTAL UNITS	114 UNITS X 2.25 REQUIRED SPACES = 257
BEFF UNITS X 1.25 REQUIRED SPACES = 10	
REQUIRED SPACES	267
GARAGE UNITS	
GARAGES 71 (11 STALL) = 71	
GARAGES 74 (2 STALL) X 2 = 148	
PARKING SPACES	
STANDARD = 45	
STANDARD ACCESSIBLE = 0	
VAN ACCESSIBLE = 4	
TOTAL	295

LANDSCAPE REQUIREMENTS
TOTAL UNITS NEEDED 3 PER 1000 SQFT
3 1/2" 850 SOFT X 3" 1000 = 936 UNITS
X 10" UNITS
X 10" UNITS
X 1" UNITS
TOTAL UNITS

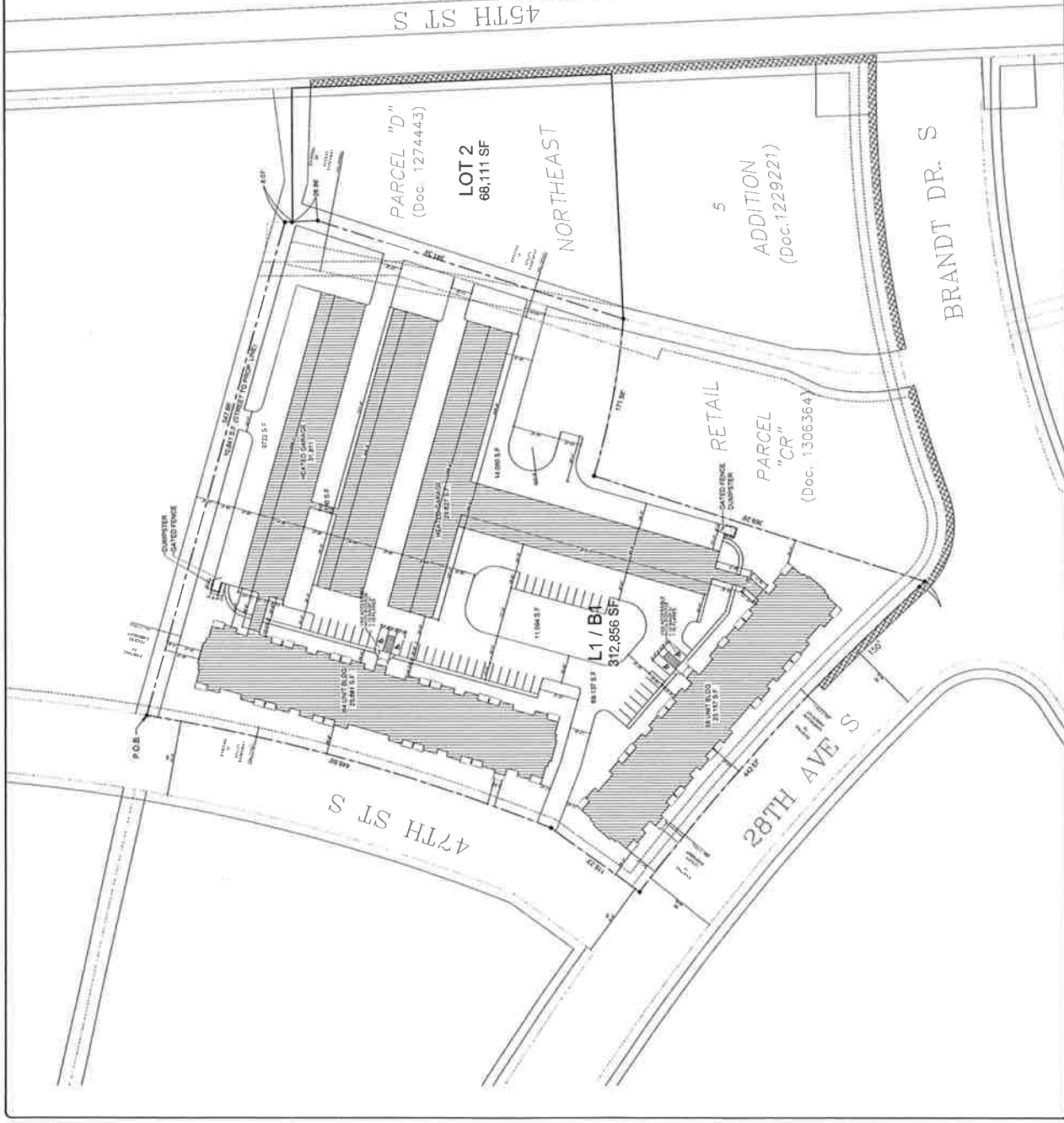
LANDSCAPE KEY

- DECIDUOUS
- EVERGREEN
- SHRUB

BUILDINGS & UNITS	
64 FLEX	
EFF BEDROOMS = 4	
1-BEDROOMS = 22	
2-BEDROOMS = 20	
3-BEDROOMS = 12	
56 FLEX	
EFF BEDROOMS = 4	
1-BEDROOMS = 22	
2-BEDROOMS = 20	
3-BEDROOMS = 12	
TOTAL UNITS	
EFF BEDROOMS = 8	
1-BEDROOMS = 44	
2-BEDROOMS = 40	
3-BEDROOMS = 24	
TOTAL 122	

AREA INCREASE
Total 84 PLEX = 26,661 SF
If = [FIP - 0.25] W30
75 = [762,762 - 0.25] 3030
12,000 X 75 = 9,000 X 12,000 =
21,000 MAX SF ALLOWED

Total 58 PLEX = 23,157 SF
If = [FIP - 0.25] W30
75 = [845,848 - 0.25] 3030
12,000 X 75 = 9,000 X 12,000 =
21,000 MAX SF ALLOWED



96

City of Fargo Staff Report			
Title:	BLU Water Creek Third Addition	Date: Updated:	11/28/17 4/3/2018
Location:	4504 and 4582 32nd Avenue South	Staff Contact:	Maegin Elshaug
Legal Description:	Lots 2-3, Block 1, BLU Water Creek Addition		
Owner(s)/Applicant:	Brandt Crossing, LLC/Nate Vollmuth	Engineer:	N/A
Entitlements Requested:	Minor Subdivision (Replat of Lots 2-3, Block 1, BLU Water Creek Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: April 3, 2018		

Existing	Proposed
Land Use: Vacant	Land Use: Commercial
Zoning: LC, Limited Commercial with CO, Conditional Overlay	Zoning: No Change
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising signs , retail sales and service, self service storage, vehicle repair , limited vehicle service	Uses Allowed: No Change
Maximum Lot Coverage Allowed: Maximum 55% building coverage	Maximum Lot Coverage Allowed: No Change

Proposal:

The applicant is seeking approval of a minor subdivision, **BLU Water Creek Third Addition**, which would replat Lots 2-3, Block 1, BLU Water Creek Addition into a one (1) block, two (2) lot subdivision. The subject properties are located 4504 and 4582 32nd Avenue South, and encompass approximately 2.93 acres.

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

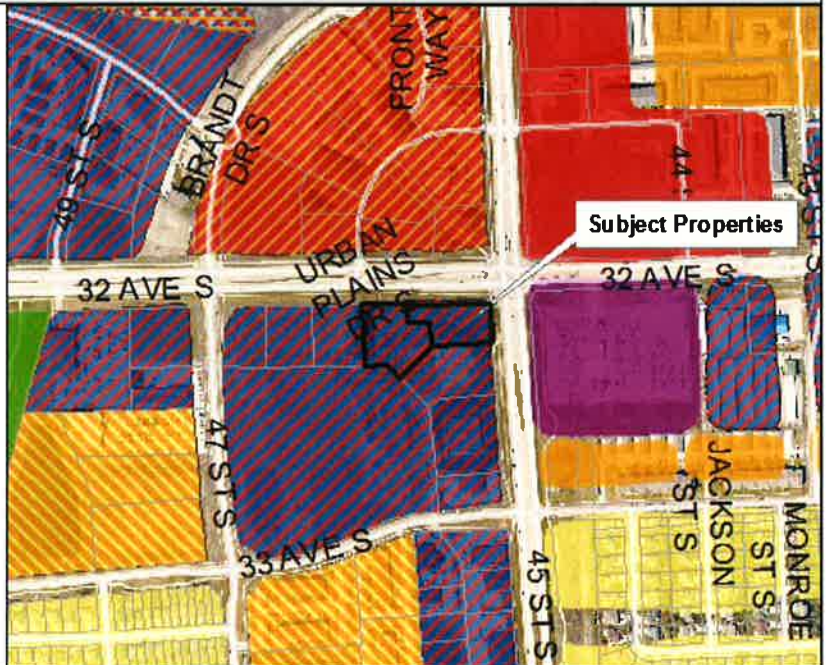
Surrounding Land Uses and Zoning Districts:

- North: Across 32nd Avenue South, LC, Limited Commercial with vacant land use;
- East: Across 45th Street South, AG, Agricultural and P/I, Public and Institutional with utility use;
- South: LC, Limited Commercial, commercial development under construction;
- West: LC, Limited Commercial, vacant;

(Continued on next page)

Area Plans:

The subject properties are identified in the 2003 Southwest Future Land Use Plan as suitable for "Either Office or Commercial land uses."

**Schools and Parks:**

Schools: The subject property is located within the West Fargo School District and is served by Independence Elementary, Liberty Middle, and Sheyenne High schools.

Neighborhood: The subject property is located in the Brandt Crossing Neighborhood.

Parks: Brandt Crossing Park (351 21st Street North) is located approximately 750 feet west of the subject property and provides basketball, dog park, playground, recreational trails, and shelter amenities.

Pedestrian / Bicycle: There are off-road bike facilities located on both 32nd Avenue South and 45th Street South. Both bike facilities 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 the existing two lots into two lots of a different reconfiguration to accommodate future development. The proposed use is consistent with the existing zoning. 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 regarding the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

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

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

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and hereby approve the proposed subdivision plat, **BLU Water Creek Third 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".

Planning Commission Recommendation: December 5, 2017

On December 5, 2018, with and 6-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **BLU Water Creek Third 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.

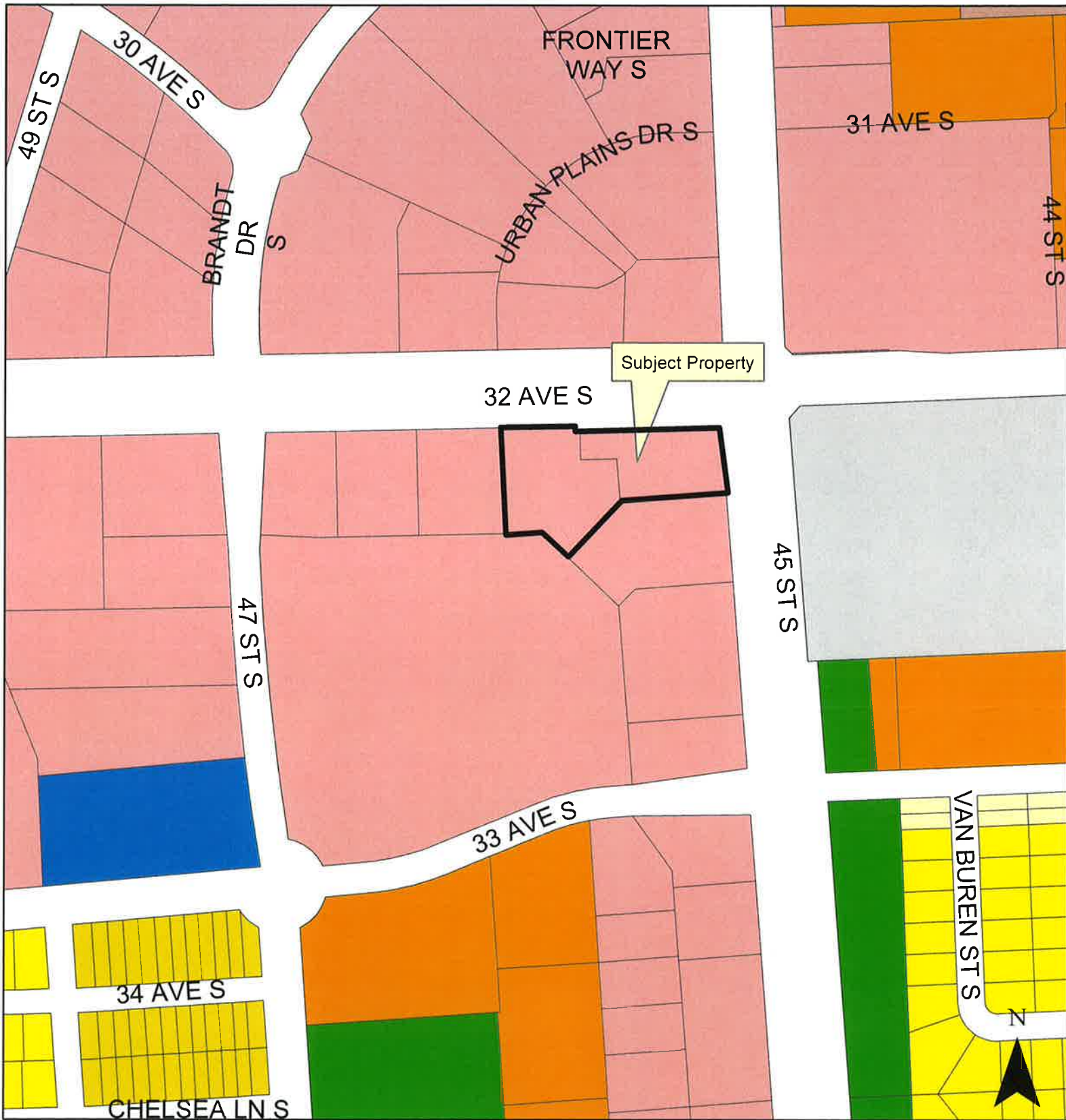
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (Minor)

Blu Water Creek Third Addition

4504 & 4582 32nd Avenue South



Legend



300

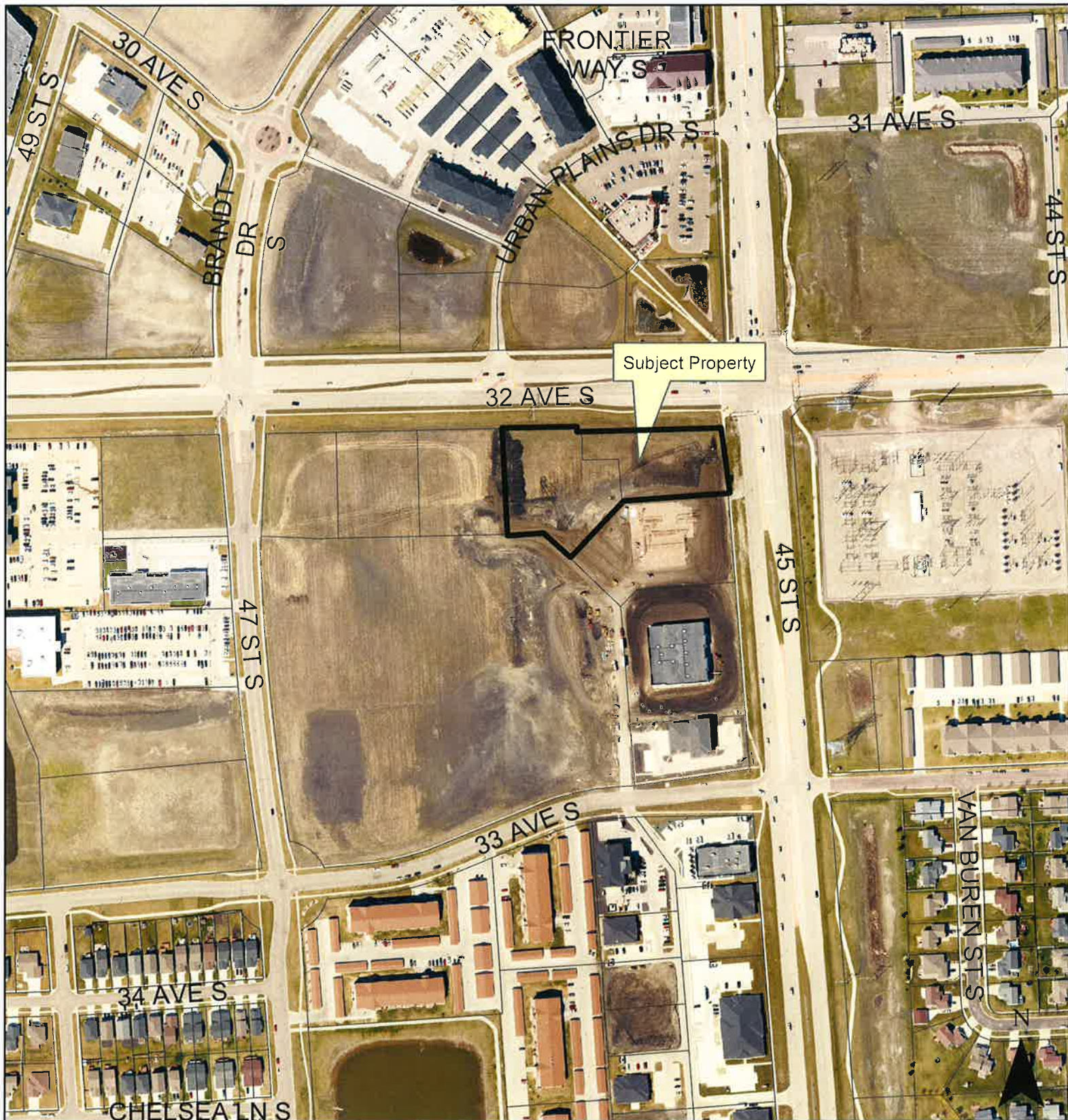
Feet

Fargo Planning Commission

December 5, 2017

Blu Water Creek Third Addition

4504 & 4582 32nd Avenue South



OWNERS DESCRIPTION AND DEDICATION

Good owner has owned the above described tract of land to be sold since 1960. The above described tract is located in the City of Fort Collins, Colorado, Section 26, Township 13N, Range 65W, about 1/2 mile of the fifth township located in the Western Quarter of Section 26N, Township 13N, Range 65W, and more particularly described as follows:

LOT 1 (UNDER RT DESIGNA, LLC
By: 
Kevin Christensen, President

County of Cook } ss

On this 20th day of February, 2016, I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as shown to me by the person who is identified to me as the author of said document, and I believe the truth of the statements contained therein.

[Signature]

WITNESSETH my hand and seal this _____ day of _____, 20____.

Notary Public
State of North Dakota

LOT 1 MORTGAGEE: Bad Bank
By: Calie Parker
Celia Larkin, Vice President

On this day of February, 1998, at the place of date, before me, a notary public, for the said State of California, personally appeared Charles E. Farnsworth, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Charles E. Farnsworth, III

My commission expires May 17, 2002.

NOTARY PUBLIC
Steven P. Davis
Notary Public
for California (Expires May 17, 2002)

LOFT 2, ONE/2, Sausalito, CA, LLC
By Steven P. Davis
Notary Public, State of California

State of North Dakota SS
County of Cass

On this day of March 1994, before me, a Notary Public with the seal of the State of North Dakota, personally appeared Edward J. Eberhart, known to me to be the person whose name is subscribed to and executed the within instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of March 1994.

WILLIAM L. LARSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2000

LOT 2 NORTHDALE Condominium Bank
By: Jim O'Connell
for Memorial, Vice President
Storle of North Dakota } SS
County of Cass }

[illegible]

MONITOR POINT

LOCATION SET, 5/8" REBAR, CAPPED "S-10497"

○

SUBJECT PROPERTY LINE

EXISTING PROPERTY LINE

EXISTING EASEMENT LINE

EXISTING CONTROLLING LINE

EXISTING RECEIVING ACCESS easement FOR BOAT HOVORING

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer on the 23rd day of
March, 2011

Mark H. Boller, City Engineer

County of San Diego } ss.

On the 2nd day of March 2016, between
a meeting held with and for said County, personally
appeared Mark H. Bittner, City Engineer, to me known to be the
person described in and who executed the same as a true
and good deed

Mark H. Bittner
Mark Bittner

WITNESSES:
KYLE CLARK
KIMMY HALE
Treas of said County
LA Commission Clerk (03/11/2017)

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fort Lauderdale Commission this 2
day of December, 2017.

Simon Schuler
Simon Schuler
Sole Father, Nursing Commission Chair

State of North Dakota } SS
County of Cass

On this 2nd day of April 1920, before me, the undersigned, a Notary Public, with full power and authority, personally appeared Short E. Peterson, known to me to be the person whose name is subscribed to and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and seal of office at Minneapolis, Minn. this 2nd day of April 1920.

Notary Public

MINNESOTA NOTARY

FARGO CITY COMMISSION APPROVAL

Atteerf: Stamen Sprogam, City Auditor

[illegible]



PUBLIC WORKS OPERATIONS

(10)

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

April 9, 2018

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

RE: Fuel Purchase for 3rd and 4th Quarters of 2018

Commissioners,

The Fuel Procurement Committee, comprised of the Finance Director, the Director of Operations and the Fleet Services Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of projected fuel use.

On January 10, 2018 the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 gallons of Unleaded Gasoline. The award was made to Northdale Oil Inc. which was the low bid of \$718,100.00.

Attached are the Forward Fuel Contract and the Bid Tab from January 10, 2018.

Recommended Action: Finalize and excute the Forward Contract for Fuel Purchases in the 3rd and 4th Quarters of 2018.

Respectively submitted,

A handwritten signature in black ink, appearing to read "Harold Pedersen".

Harold Pedersen
Fleet Services Manager

BID TAB
Wednesday, January 10, 2018

		Dale Petroleum		Farstad		Hartland		Mansfield		Northdale		Petro Serve		Petroleum Traders	
<u>3rd Quarter</u>															
#2 Diesel Fuel	120,000	\$2.1985	263,820.0000	\$2.1660	259,920.0000	\$2.1585	259,020.0000	\$0.0000	0.0000	\$2.1700	260,400.0000	\$2.2020	264,240.0000	\$0.0000	0.0000
No-Lead Ethanol 87 Octane	55,000	\$2.0341	111,875.5000	\$2.3260	127,930.0000	\$2.0109	110,599.5000	\$0.0000	0.0000	\$1.8900	103,950.0000	\$2.0150	110,825.0000	\$0.0000	0.0000
<u>4th Quarter</u>															
#2 Diesel Fuel	120,000	\$2.1985	263,820.0000	\$2.1190	254,280.0000	\$2.1365	256,380.0000	\$0.0000	0.0000	\$2.1000	252,000.0000	\$2.1710	260,520.0000	\$0.0000	0.0000
No-Lead Ethanol 87 Octane	55,000	\$2.0341	111,875.5000	\$2.3000	126,500.0000	\$1.8177	99,973.5000	\$0.0000	0.0000	\$1.8500	101,750.0000	\$1.9610	107,855.0000	\$0.0000	0.0000
Demurrage charge per hour after 1st hour			100.0000		25.0000		60.0000		0.0000		65.0000		75.0000		0.0000
Total Gallons #2	240,000	Avg \$/Gal	527,640.0000	2.1425	514,200.0000	2.1475	515,400.0000	Avg \$/Gal	3,991.0000	2.1350	512,400.0000	2.1865	524,760.0000	Avg \$/Gal	0.0000
Total Gallons No-Lead	110,000	2.0341	223,751.0000	2.3130	254,430.0000	1.9143	210,573.0000	0.0000	0.0000	1.8700	205,700.0000	1.9880	218,680.0000	0.0000	0.0000
			751,391.0000		768,630.0000		725,973.0000		0.0000		718,100.0000		743,440.0000		0.0000

Fuel Bid

City of Fargo

FORWARD CONTRACT

Seller: Northdale Oil Inc.
210 Gateway Dr. NE Suite 1
East Grand Forks, MN 56721

Buyer: City of Fargo
200 3RD ST. N
Fargo, ND 58102

	Delivery Period	Quantity	Product	Price/Gallon
	2018			
3rd Quarter				
1	July 1 - September 30	120,000	#2 Diesel Fuel	\$2.17
2	July 1 - September 30	55,000	No-lead Ethanol 87 Octane	\$1.89
4th Quarter				
3	October 1 - December 31	120,000	#2 Diesel Fuel	\$2.10
4	October 1 - December 31	55,000	No-lead Ethanol 87 Octane	\$1.85

Price: Quoted price is per gallon and inclusive of:

- Any local freight/delivery charges.
- The Federal LUST (Leaking Underground Storage Tank) fee.(one-tenth of one cent per gallon)
- North Dakota State Inspection fee.(one-fortieth of one cent per gallon)
- Federal Oil Spill Recovery Fee

Demurrage Charge: \$ 65.00 per hour commencing with the second (2nd) hour.

Measurement: Terminal Meter Tickets (Gross Gallons)

Terms: Net 10 Days from Invoice Date

Sales Representative: Eric McWalter
Northdale Oil Inc., Sales Manager

Buyer Representative: Harold Pedersen
City of Fargo, Fleet Manager

Credit: Credit shall be approved and within the established line.

Definitions:

The terms City of Fargo, Buyer, Purchaser and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Vendor, Firm, Company" are synonymous and mean the offerer or vendor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Seller can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the City of Fargo will pay Seller the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Seller will pay City of Fargo the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) Fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 Underground tanks)
4501 7th Avenue North	Landfill (1 Above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The City of Fargo uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Seller fails to deliver the contracted for volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Seller shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Seller is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Seller Warrants:

Seller warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Seller shall pay all taxes lawfully levied on Seller applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Seller with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and seller at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Seller: Northdale Oil Inc.
210 Gateway Dr. NE Suite 1
East Grand Forks, MN 56721

Buyer: City of Fargo
200 3RD ST. N
Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole and part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided. Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligation hereunder unless such assumption is made in the transfer/assumption of agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Termination of the Agreement:

This Agreement may be terminated by non-performance of the contractual obligations as set forth herein, and only by written notice. The Seller will be compensated for the Fuel delivered up to the date of termination based upon the payment terms of this Agreement. This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this 28th day of March, 2018.

SELLER

E. Mawatto

Sales Manager
Title

BUYER

_____ Title

(Both Parties are Signatories)

Applicable Federal Clauses:

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

1. No Government Obligation to Third Parties

- a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud & False or Fraudulent Statements & Related Acts

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access To Records and Reports

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. Federal Changes

- a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights and Equal Opportunity

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any

employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. Termination Provisions

- a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.
- b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.
- c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

7. Disadvantaged and Small Business Enterprise

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to

insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation

The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

8. Incorporation of FTA Terms

- a) The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

9. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at

any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Breach of Contract and Dispute Resolution

a) Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3rd Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Performance During Dispute

Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c) Claims of Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d) Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

e) Rights and Remedies

The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. Lobbying Restrictions

The Proposer certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

12. Clean Air and Federal Water Pollution Control Act

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. Contract Work Hours & Safety Standards Act

- a) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- b) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- c) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- d) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

14. Substance Abuse Requirements: Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

15. Energy Conservation

- a) Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

16. Safe Operation of Motor Vehicles

a) Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

b) Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.



PUBLIC WORKS OPERATIONS



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

April 4, 2018

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

RE: Edgewood Village Utility Maintenance Agreement

Commissioners:

Enclosed please find a Utility Maintenance Agreement between Edgewood Development LLC., Edgewood Master Association, Inc. and the City of Fargo.

In October of 2016, board members from the private development Edgewood Village requested a meeting with both Bruce Grubb and myself to see if the city would be willing to assume ownership and/or take on the maintenance of the development's private roads and infrastructure. As part of the discussion, requests were made regarding snow removal, street sweeping, water main maintenance, sanitary sewer maintenance, storm sewer maintenance and general road maintenance. Because the property was developed in a manner that does not follow the dimensional standards of the Land Development Code, it was agreed upon and understood that the city was not open to taking over ownership of the roads and infrastructure. However, it was identified that there may be potential for the city to assist with certain maintenance activities if the private infrastructure within Edgewood Village was installed to city standard specifications.

Throughout 2017, time was spent reviewing the infrastructure as built drawings along with performing a televised inspection of the sewer systems. Based on the review, it appears that the infrastructure installed within the private development does meet the city's standard specifications.

On December 12, 2017, a meeting was held with Edgewood Village board members to go over the findings of the infrastructure review and to discuss possible maintenance assistance. At that time, we were able to minimize their wish list of requested maintenance activities to the following items:

- Yearly fire hydrant flushing,
- Sanitary sewer main line jetting once every five years,
- Sanitary sewer televising once every ten years,
- Water valve operation once every ten years,
- Technical assistance if water main break or sewer failure should occur.

Central Fueling,
Fleet Purchase
And Vehicle Maintenance

Right of Way Maintenance
Sanitary & Storm
Sewer Maintenance

Snow Removal
Street Maintenance
Street Name Sign Maintenance

Urban Forestry
Watermain Distribution

Because their wish list was limited to general maintenance, Public Works is comfortable providing the services. On January 19, 2018, the Public Works Projects Evaluation Committee (PWPEC) reviewed the proposed maintenance agreement, prepared by Assistant City Attorney, Nancy Morris, and voted in favor of moving it on for city commission approval.

RECOMMENDED MOTION: I/we hereby move to authorize the execution of the attached Utility Maintenance Agreement between Edgewood Development LLC., Edgewood Master Association, Inc. and the City of Fargo

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ben Dow', with a long horizontal flourish extending to the right.

Ben Dow
Public Works
Director of Operations

PRIVATE UTILITY MAINTENANCE AGREEMENT

This Agreement made this _____ day of _____, 2018, by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota municipal corporation, whose post office address is 200 North Third Street, Fargo, North Dakota 58102, ("City"), EDGEWOOD DEVELOPMENT LLC., a North Dakota limited liability corporation, whose post office address is PO BOX 13238 Grand Forks, North Dakota 58208-3238 ("EDG"), and EDGEWOOD MASTER ASSOCIATION, INC., a North Dakota non-profit corporation whose post office address is PO BOX 13238 Grand Forks, North Dakota 58208-3238 ("Master Association"; collectively, EDG and the Master Association are hereinafter referred to as "Edgewood").

WHEREAS, Edgewood is the owner Lot 12 and Lot 40, Block 1 of Vista Village Second Addition to the City of Fargo, a replat of Lots 1 and 2, Block 2, Vista Village Addition to the City of Fargo, Cass County, North Dakota ("Property"); and

WHEREAS, Pursuant to the Amended and Restated Master Declaration of Edgewood Village, recorded as document 1204655 on June 7, 2007 ("Master Declaration"), Master Association is entirely responsible for the private utilities on the Property:

5.3 Governmental Authority. A non-exclusive easement in favor of the City and other applicable government authority or agency as shall from time to time have jurisdiction over the Property, upon and across the Property for purposes of performing such duties related to law enforcement, fire protection, life safety, health and sanitation as shall be required from time to time. The construction, maintenance, operation and replacement of utilities located with the Property, or located outside the Property but serving exclusively the Property, as well as the control, flowage and disposition of storm sewer drainage within the Property, are all entirely the responsibility of the Master Association or private or public utility companies, and the City shall have no responsibility with regard thereto, except that the City will maintain and repair utilities owned by it.

WHEREAS, Edgewood has requested City provided limited maintenance and assistance to the Utilities, defined below, within the Property; and

WHEREAS, Edgewood, by and through Master Declaration, have granted City certain access rights:

4.3 Members' Rights and Easements. Subject to the provision of Master Declaration, Members, owners, and Occupants shall have and be subject to the rights and easements of Master Declaration, all of which shall be appurtenant to and pass with the title to each Parcel. The rights and easements shall be for the benefit of the Owners and Occupants, and their invitees. All parcels, and the rights and easement of the Members, Owners and Occupants, shall be subject to the following:

...

4.3.9 The right of fire, police, health, sanitation and other public service personnel and vehicles to have access to the Property for the purpose of performing their authorized duties.

WHEREAS, Edgewood have the authority to grant an Easement to City for purposes of servicing Utilities, as defined below, within the Property, and further have the authority to expand such grant as deemed appropriate by Master Association:

5.1 Utilities. Non-exclusive easements in favor of EDG, the Master Association, and any public authority or agency, or public or private utility (as applicable) for the installation, maintenance, repair and replacement of storm and sanitary sewers, drainage systems, retention ponds and related facilities, and electrical, gas, telephone and water lines, on, under and across those parts of the Property designated for such easements. In addition, Master Declarant reserves the right (but shall have no obligation) to grant other general or specific easements for utilities of any type throughout the Property (except within any building located in a Neighborhood).

NOW, THEREFORE, City, and Edgewood, for good and valuable consideration hereby acknowledged, agree to the following terms and conditions:

1. Definitions. The term "UTILITIES" shall be defined as the Water Hydrants, Water Main Valves, and Sanitary Sewer Mains within the Property servicing all members of the Master Association.
2. Edgewood agrees to grant City access over, across and on the Property, in addition to the grant in the Master Declaration, to permit City to accomplish the purpose as stated in this agreement.

3. Edgewood agrees and understand that City has no obligation to perform any maintenance or repair of any of the private UTILITIES on the Property.
4. City agrees to provide the following maintenance and assistance of the described UTILITIES as follows:
 - Yearly fire hydrant flushing.
 - Sanitary sewer main line jetting once every five years.
 - Sanitary sewer main line televising once every ten years.
 - Water main valve operation once every ten years.
 - Technical assistance if water main break or sewer failure should occur.
5. City agrees to exercise reasonable care when performing the maintenance described herein. Further, City agrees to perform all services in a workmanlike manner, and to schedule the maintenance by the City Public Works Department in a manner which will provide efficiency and economy consistent with timeliness.
6. Edgewood agrees to hold City harmless from any and all damages that may occur due to the process and actions taken during or following any and all maintenance associated with said UTILITIES. Edgewood will release, defend, indemnify, protect, and hold harmless CITY and City officers, agents, representatives, employees, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of the maintenance responsibilities of this Agreement.
7. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
8. This Agreement is to run with the land and shall be binding upon and inure to the benefit of Edgewood, Master Association and their successors, and assigns.
9. Modification. This agreement may not be modified, except in writing and signed by both parties.
10. Termination. This agreement may be terminable at will by either party after giving (60) days written notice to the other party.
11. Force Majeure. Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by

legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay shall undertake reasonable action to notify the other Party of the same.

12. North Dakota Law Applies. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the day and year first written above.

(Remainder of Page Intentionally Left Blank)

EDGEWOOD DEVELOPMENT GROUP LLC.,
a North Dakota Limited Liability corporation

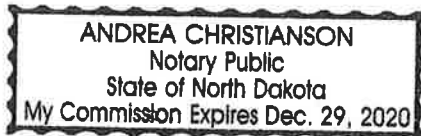
By: Rex Carlson

Its: Treasurer

STATE OF NORTH DAKOTA)

) ss:
COUNTY OF Cass)
~~GRAND FORKS~~

On this 14 day of March, 2018, before me, a notary public within and for said county and state, personally appeared Rex Carlson, to me known to be the Treasurer of EDGEWOOD DEVELOPMENT GROUP LLC., the entity described in and who has executed the within and foregoing instrument, and acknowledged to me that entity executed the same.



Andrea Christianson
Notary Public

EDGEWOOD VILLAGE MASTER
ASSOCIATION, INC.,
a North Dakota non-profit corporation

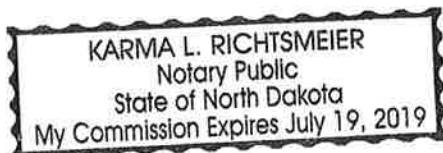
By: Greg Threl

Its: President

STATE OF NORTH DAKOTA)

) ss:
COUNTY OF CASS)

On this 15 day of March, 2018, before me, a notary public within and for said county and state, personally appeared Greg Threl, to me known to be the President of Edgewood Village Master Association, Inc., the entity described in and who has executed the within and foregoing instrument, and acknowledged to me that entity executed the same.



Karma L. Richtsmeier
Notary Public

CITY OF FARGO, NORTH DAKOTA
a North Dakota municipal corporation

By: _____
Dr. Tim Mahoney, Mayor

STATE OF NORTH DAKOTA)

) ss:

COUNTY OF CASS)

On this _____ day of _____, 2018, before me, a notary public within and for said county and state, personally appeared Dr. TIM MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

Notary Public



PUBLIC WORKS OPERATIONS

(12)

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

April 4, 2018

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

RE: Authorization to extend the 2017 Lawn Maintenance Services contracts with Valley Green & Associates and Glacier Snow Management Company for the 2018 mowing season.

Commissioners:

In March of 2017, Public Works issued a Request for Proposal (RFP) for lawn maintenance services for the 2017 mowing season at various locations throughout the city. Upon the closing of the RFP a committee made up of Mark Williams, Public Works Services Manager, Corey Houim, Public Works Streets Supervisor, and myself reviewed the proposals received on the following criteria:

Work Performance "*references*" (15%),
Previous Work Experience (50%)
Price (35%) "*Attached Bid Tab*"

Based on the established evaluation criteria, contracts were extended to Valley Green & Associates and Glacier Snow Management Company. As part of the 2017 RFP, language was included that allows for four (4) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with both 2017 contract holders and at this time we are requesting authorization to extend their contracts for the 2018 mowing season under the same terms and pricing of the initial 2017 RFP (RFP17063 and RFP17155).

RECOMMENDED MOTION: I/we hereby move, based on the request for proposal (RFP17063 and RFP17155), to extend the initial 2017 lawn maintenance services contacts with Valley Green & Associates and Glacier Snow Management Company for the 2018 mowing season.

Respectfully submitted,

Ben Dow
Public Works
Director of Operations

Central Fueling,
Fleet Purchase
And Vehicle Maintenance

Right of Way Maintenance
Sanitary & Storm
Sewer Maintenance

Snow Removal
Street Maintenance
Street Name Sign Maintenance

Urban Forestry
Watermain Distribution

Lawn Maintenance Service Bid Tab

Group #1 Mowing Areas

	Style-It-Services		Bosma Enterprises		Valley Green		JT Lawn		Glacier Snow Management		Haylee's Lawn Service	
	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control
Per Mowing/Application:	\$2,253.00	\$13,600.00	\$1,325.00	\$12,141.00	\$1,125.00	\$8,328.00	\$1,448.00	\$9,918.00	\$1,050.00	\$8,342.00	\$1,558.00	\$20,930.00

Group #2 Mowing Areas

	Style-It-Services		Bosma Enterprises		Valley Green		JT Lawn		Glacier Snow Management		Haylee's Lawn Service	
	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control	Lawn Maintenance	Weed Control
Per Mowing/Application:	\$3,104.00	\$17,420.00	\$1,678.00	\$18,513.00	\$1,929.00	\$14,396.00	\$2,289.00	\$13,750.00	\$2,126.00	\$15,482.00	\$1,926.00	\$24,100.00

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Glacier Snow Management Company (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2018. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for five (4) additional one (1) year extensions.

II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per mowing event as shown in the attached Exhibit A. All final invoices shall be submitted no later than December 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 3-19-18

Glacier Snow Management Company

DON NELSON
[Signature]

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT A

Glacier Mowing**Glacier Snow Management**

Location	Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
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Riverwood Addition

1	4633 Riverwood Drive North	\$20.00	\$51.00
2	4525 Riverwood Drive North	\$20.00	\$51.00
3	4477 Riverwood Drive North	\$20.00	\$51.00

Red River Addition

4	3953 10th Street N.	\$10.00	\$51.00
5	3913 10th Street N.	\$10.00	\$51.00
6	3845 10th Street N.	\$10.00	\$51.00
7	3753 10th Street N.	\$10.00	\$51.00
8	3733 10th Street N.	\$10.00	\$51.00
9	3731 10th Street N.	\$10.00	\$51.00
10	3729 10th Street N.	\$10.00	\$51.00
11	3727 10th Street N.	\$10.00	\$51.00
12	3725 10th Street N.	\$10.00	\$51.00
13	3715P 10th Street N.	\$10.00	\$51.00

Edgewood Estates

14	3467 Grandwood Drive N.	\$118.00	\$325.00
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Edgewood 1st Addition

15	2921 2nd Street North	\$11.00	\$30.00
16	2922 2nd Street North	\$11.00	\$30.00
17	2925 2nd Street North	\$11.00	\$30.00
18	2926 2nd Street North	\$11.00	\$30.00

Woodcrest Addition

19	160 North Woodcrest Drive N.	\$16.00	\$82.00
20	166 North Woodcrest Drive N.	\$16.00	\$82.00
21	179 South Woodcrest Drive N.	\$16.00	\$82.00
22	192 North Woodcrest Drive North	\$16.00	\$82.00
23	198 North Woodcrest Drive North	\$16.00	\$82.00
24	204 North Woodcrest Drive North	\$16.00	\$82.00

Ridgewood Addition

25	101 Woodland Drive North	\$6.00	\$21.00
26	97 Woodland Drive North	\$6.00	\$21.00
27	93 Woodland Drive North	\$6.00	\$21.00
28	89 Woodland Drive North	\$6.00	\$21.00
29	85 Woodland Drive North	\$6.00	\$21.00

30	81 Woodland Drive North	\$6.00	\$21.00
31	75 Woodland Drive North	\$6.00	\$21.00
32	69 Woodland Drive North	\$6.00	\$21.00
33	63 Woodland Drive North	\$6.00	\$21.00
34	55 Woodland Drive North	\$6.00	\$21.00
35	51 Woodland Drive North	\$6.00	\$21.00
36	45 Woodland Drive North	\$6.00	\$21.00
37	41 Woodland Drive North	\$6.00	\$21.00
38	37 Woodland Drive North	\$6.00	\$21.00
39	31 Woodland Drive North	\$6.00	\$21.00
40	25 Woodland Drive North	\$6.00	\$21.00
41	19 Woodland Drive North	\$6.00	\$21.00
42	15 Woodland Drive North	\$6.00	\$21.00
43	7 Woodland Drive North	\$6.00	\$21.00
44	1625 Elm Street	\$6.00	\$21.00
45	1619 Elm Street	\$6.00	\$21.00
46	1613 Elm Street	\$6.00	\$21.00
47	1607 Elm Street	\$6.00	\$21.00
48	1601 Elm Street (Boulevard Only)	\$6.00	\$21.00
49	1519 Elm Street (Boulevard Only)	\$6.00	\$21.00
50	1501 Elm Street (Boulevard Only)	\$6.00	\$21.00

Bernard Holes 2nd

51	1330 Elm Street	\$9.00	\$27.00
52	1326 Elm Street	\$9.00	\$27.00
53	1322 Elm Street	\$9.00	\$27.00
54	1318 Elm Street	\$9.00	\$27.00
55	1314 Elm Street	\$9.00	\$27.00
56	1313 Elm Street	\$9.00	\$27.00
57	1341 Oak Street	\$9.00	\$27.00
58	1333 Oak Street	\$9.00	\$27.00

Oak Grove Addition

59	723 North River Road	\$5.00	\$17.00
60	724 North River Road	\$5.00	\$17.00
61	16 North Terrace	\$5.00	\$17.00
62	18 North Terrace	\$5.00	\$17.00
63	24 North Terrace	\$5.00	\$17.00
64	26 North Terrace	\$5.00	\$17.00
65	40 North Terrace	\$5.00	\$17.00
66	42 North Terrace	\$5.00	\$17.00
67	44 North Terrace	\$5.00	\$17.00
68	46 North Terrace	\$5.00	\$17.00
69	60 North Terrace	\$5.00	\$17.00
70	62 North Terrace	\$5.00	\$17.00
71	64 North Terrace	\$5.00	\$17.00
72	66 North Terrace	\$5.00	\$17.00
73	68 North Terrace	\$5.00	\$17.00
74	70 North Terrace	\$5.00	\$17.00
75	135 South Terrace	\$5.00	\$17.00

76	129 South Terrace	\$5.00	\$17.00
77	125 South Terrace	\$5.00	\$17.00
78	99 South Terrace	\$5.00	\$17.00
79	95 South Terrace	\$5.00	\$17.00
80	93 South Terrace	\$5.00	\$17.00
81	87 South Terrace	\$5.00	\$17.00
82	83 South Terrace	\$5.00	\$17.00
83	79 South Terrace	\$5.00	\$17.00
84	63 South Terrace	\$5.00	\$17.00
85	53 South Terrace	\$5.00	\$17.00
86	49 South Terrace	\$5.00	\$17.00
87	45 South Terrace	\$5.00	\$17.00
88	41 South Terrace	\$5.00	\$17.00
89	37 South Terrace	\$5.00	\$17.00
90	33 South Terrace	\$5.00	\$17.00
91	31 South Terrace	\$5.00	\$17.00
92	27 South Terrace	\$5.00	\$17.00
93	23 South Terrace	\$5.00	\$17.00
94	17 South Terrace	\$5.00	\$17.00
95	9 Lower Terrace	\$5.00	\$17.00
96	#2 6th Avenue North	\$5.00	\$17.00
97	6th Avenue N. & Elm Street (Island)	\$5.00	\$17.00

Woodruffs Addition

98	321 10th Avenue South	\$11.00	\$28.00
99	1114 4th Street South	\$11.00	\$28.00
100	1118 4th Street South	\$11.00	\$28.00
101	1124 4th Street South	\$11.00	\$28.00

Belmont Park Addition

102	1330 South River Road	\$11.00	\$41.00
103	1334 South River Road	\$11.00	\$41.00
104	1342 South River Road	\$11.00	\$41.00
105	1348 South River Road	\$11.00	\$41.00
106	1408 South River Road	\$11.00	\$41.00
107	1414 South River Road	\$11.00	\$41.00
108	1430 South River Road	\$11.00	\$41.00
109	1436 South River Road	\$11.00	\$41.00
110	1442 South River Road	\$11.00	\$41.00
111	1450 South River Road	\$11.00	\$41.00
112	1454 South River Road	\$11.00	\$41.00
113	1462 South River Road	\$11.00	\$41.00
114	1510 South River Road	\$11.00	\$41.00
115	1518 South River Road	\$11.00	\$41.00
116	1522 South River Road	\$11.00	\$41.00
117	1528 South River Road	\$11.00	\$41.00
118	201 Lindenwood Drive South	\$11.00	\$41.00
119	233 Lindenwood Drive South	\$11.00	\$41.00
120	245 Lindenwood Drive South	\$11.00	\$41.00
121	305 Lindenwood Drive South	\$11.00	\$41.00

Southwood Addition

122	814 Southwood Drive	\$7.00	\$42.00
123	810 Southwood Drive	\$7.00	\$42.00
124	806 Southwood Drive	\$7.00	\$42.00
125	718 Southwood Drive	\$7.00	\$42.00
126	714 Southwood Drive	\$7.00	\$42.00
127	710 Southwood Drive	\$7.00	\$42.00
128	706 Southwood Drive	\$7.00	\$42.00
129	618 Southwood Drive	\$7.00	\$42.00
130	614 Southwood Drive	\$7.00	\$42.00
131	610 Southwood Drive	\$7.00	\$42.00
132	606 Southwood Drive	\$7.00	\$42.00
133	602 Southwood Drive	\$7.00	\$42.00
134	517 Southwood Drive	\$7.00	\$42.00
135	510 Southwood Drive	\$7.00	\$42.00
136	Southwood Drive Islands (6 Total)	\$7.00	\$42.00
137	1100 Block 28th Avenue S. (Island)	\$7.00	\$42.00
Total:		\$1,217.00	\$4,629.00

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2018. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for four (4) additional one (1) year extensions.

II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per mowing event as shown in the attached Exhibit A. All final invoices shall be submitted no later than December 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 3/19/18

Valley Green & Associates

Josh Abrahamson
Owner

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT A

Valley Green Mowing**Valley Green**

Location		Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
Harwood Groves			
1	801 Harwood Drive South	\$11.00	\$54.00
2	707 Harwood Drive South	\$11.00	\$54.00
3	701 Harwood Drive South	\$11.00	\$54.00
4	619 Harwood Drive South	\$11.00	\$54.00
5	601 Harwood Drive South	\$11.00	\$54.00
6	517 Harwood Drive South	\$11.00	\$54.00
7	509 Harwood Drive South	\$11.00	\$54.00
8	502 Harwood Drive South	\$11.00	\$54.00
9	501 Harwood Drive South	\$11.00	\$54.00
10	437 Harwood Drive South	\$11.00	\$54.00
11	520 Hackberry Drive South	\$11.00	\$54.00
12	602 Hackberry Drive South	\$11.00	\$54.00
13	610 Hackberry Drive South	\$11.00	\$54.00
14	618 Hackberry Drive South	\$11.00	\$54.00
15	626 Hackberry Drive South	\$11.00	\$54.00
16	702 Hackberry Drive South	\$11.00	\$54.00
17	720 Hackberry Drive South	\$11.00	\$54.00
18	726 Hackberry Drive South	\$11.00	\$54.00
19	802 Hackberry Drive South	\$11.00	\$54.00
20	1100/1200 Block Harwood Drive (Islands/3 Total)	\$11.00	\$54.00

Burrit-Kennedy Addition

21	3506 River Drive South	\$8.00	\$49.00
22	3512 River Drive South	\$8.00	\$49.00
23	3518 River Drive South	\$8.00	\$49.00
24	3524 River Drive South	\$8.00	\$49.00
25	3532 River Drive South	\$8.00	\$49.00
26	3538 River Drive South	\$8.00	\$49.00
27	3602 River Drive South	\$8.00	\$49.00
28	3610 River Drive South	\$8.00	\$49.00
29	3618 River Drive South	\$8.00	\$49.00
30	3626 River Drive South	\$8.00	\$49.00
31	3632 River Drive South	\$8.00	\$49.00
32	3638 River Drive South	\$8.00	\$49.00
33	3644 River Drive South	\$8.00	\$49.00
34	3650 River Drive South	\$8.00	\$49.00
35	3656 River Drive South	\$8.00	\$49.00
36	3662 River Drive South	\$8.00	\$49.00
37	3668 River Drive South	\$8.00	\$49.00
38	3674 River Drive South	\$8.00	\$49.00
39	3676 River Drive South	\$8.00	\$49.00
40	3702 River Drive South	\$8.00	\$49.00
41	3714 River Drive South	\$8.00	\$49.00
42	3720 River Drive South	\$8.00	\$49.00
43	3726 River Drive South	\$8.00	\$49.00

44	3732 River Drive South	\$8.00	\$49.00
45	3738 River Drive South	\$8.00	\$49.00
46	3802 River Drive South	\$8.00	\$49.00
47	3808 River Drive South	\$8.00	\$49.00
48	3820 River Drive South	\$8.00	\$49.00
49	3830 River Drive South	\$8.00	\$49.00
50	3832 River Drive South	\$8.00	\$49.00
51	3838 River Drive South	\$8.00	\$49.00
52	3842 River Drive South	\$8.00	\$49.00
53	3902 River Drive South	\$8.00	\$49.00
54	3914 River Drive South	\$8.00	\$49.00
55	3920 River Drive South	\$8.00	\$49.00
56	3926 River Drive South	\$8.00	\$49.00
Rosewood Park Addition			
57	4117 15th Street South	\$10.00	\$39.00
58	4120 15th Street South	\$10.00	\$39.00
59	4123 15th Street South	\$10.00	\$39.00
60	4126 15th Street South	\$10.00	\$39.00
61	4122 17th Street South	\$10.00	\$39.00
62	4127 17th Street South	\$10.00	\$39.00
63	4128 17th Street South	\$10.00	\$39.00
Rose Creek 2nd Addition			
64	2130 Sterling Rose Lane South	\$10.00	\$78.00
Rose Creek 4th Addition			
65	4609 Rose Creek Parkway South	\$19.00	\$46.00
66	4603 Rose Creek Parkway South	\$19.00	\$46.00
67	4602 Rose Creek Parkway South	\$19.00	\$46.00
Oak Creek			
68	4497 Oakcreek Drive South	\$9.00	\$44.00
69	4493 Oakcreek Drive South	\$9.00	\$44.00
70	4489 Oakcreek Drive South	\$9.00	\$44.00
71	4485 Oakcreek Drive South	\$9.00	\$44.00
72	4481 Oakcreek Drive South	\$9.00	\$44.00
73	4477 Oakcreek Drive South	\$9.00	\$44.00
74	4473 Oakcreek Drive South	\$9.00	\$44.00
75	4469 Oakcreek Drive South	\$9.00	\$44.00
76	4465 Oakcreek Drive South	\$9.00	\$44.00
77	4461 Oakcreek Drive South	\$9.00	\$44.00
78	4457 Oakcreek Drive South	\$9.00	\$44.00
79	4453 Oakcreek Drive South	\$9.00	\$44.00
Coulee's Crossing			
80	4603 25th Street South	\$14.00	\$52.00
81	4733 Douglas Drive South	\$14.00	\$52.00
82	4741 Douglas Drive South	\$14.00	\$52.00
83	4749 Douglas Drive South	\$14.00	\$52.00
84	2593 Rose Creek Parkway South	\$14.00	\$52.00
85	2596 Rose Creek Parkway South	\$14.00	\$52.00

Copperfield Court

86	4009 Copperfield Court South	\$21.00	\$49.00
87	4015 Copperfield Court South	\$21.00	\$49.00

Prairie Rose Addition

88	3173 40th Avenue South	\$12.00	\$21.00
89	3930 33rd Street South	\$12.00	\$21.00
90	3932 33rd Street South	\$12.00	\$21.00
91	3934 33rd Street South	\$12.00	\$21.00
92	3936 33rd Street South	\$12.00	\$21.00
93	3938 33rd Street South	\$12.00	\$21.00
94	3942 33rd Street South	\$12.00	\$21.00
95	3944 33rd Street South	\$12.00	\$21.00
96	3201 39th Avenue South	\$12.00	\$21.00
97	3204 39th Avenue South	\$12.00	\$21.00
98	3209 39th Avenue South	\$12.00	\$21.00
99	3210 39th Avenue South	\$12.00	\$21.00
100	3215 39th Avenue South	\$12.00	\$21.00
101	3221 39th Avenue South	\$12.00	\$21.00
102	3227 39th Avenue South	\$12.00	\$21.00
103	3233 39th Avenue South	\$12.00	\$21.00
104	3301 39th Avenue South	\$12.00	\$21.00
105	3305 39th Avenue South	\$12.00	\$21.00
106	3309 39th Avenue South	\$12.00	\$21.00
107	3311 39th Avenue South	\$12.00	\$21.00
108	3315 39th Avenue South	\$12.00	\$21.00
109	3321 39th Avenue South	\$12.00	\$21.00
110	3333 39th Avenue South	\$12.00	\$21.00
111	3339 39th Avenue South	\$12.00	\$21.00
112	3347 39th Avenue South	\$12.00	\$21.00
113	3355 39th Avenue South	\$12.00	\$21.00
114	3361 39th Avenue South	\$12.00	\$21.00
114	3365 39th Avenue South	\$12.00	\$21.00
115	3369 39th Avenue South	\$12.00	\$21.00
116	3373 39th Avenue South	\$12.00	\$21.00
117	3401 39th Avenue South	\$12.00	\$21.00
118	3405 39th Avenue South	\$12.00	\$21.00
119	3409 39th Avenue South	\$12.00	\$21.00
120	3415 39th Avenue South	\$12.00	\$21.00
121	3419 39th Avenue South	\$12.00	\$21.00
122	3423 39th Avenue South	\$12.00	\$21.00
123	3427 39th Avenue South	\$12.00	\$21.00

River Vili

124	1136 55th Avenue South	\$8.00	\$33.00
125	1130 55th Avenue South	\$8.00	\$33.00
126	1124 55th Avenue South	\$8.00	\$33.00
127	1118 55th Avenue South	\$8.00	\$33.00
128	1112 55th Avenue South	\$8.00	\$33.00
129	1106 55th Avenue South	\$8.00	\$33.00
130	1100 55th Avenue South	\$8.00	\$33.00
131	5442 11th Street South	\$8.00	\$33.00

132	5436 11th Street South	\$8.00	\$33.00
133	5430 11th Street South	\$8.00	\$33.00
134	5424 11th Street South	\$8.00	\$33.00
135	5418 11th Street South	\$8.00	\$33.00
136	5412 11th Street South	\$8.00	\$33.00
137	5406 11th Street South	\$8.00	\$33.00
138	5400 11th Street South	\$8.00	\$33.00
Chrisan 2nd			
139	1213 71st Avenue South	\$28.00	\$109.00
140	7005 South Univesity Drive	\$28.00	\$109.00
Dakota West 2nd Addition			
141	1703 52nd Street South	\$60.00	\$111.00
142	1705 52nd Street South	\$60.00	\$111.00
143	7305 University Drive S.	\$45.00	\$111.00
Osgood			
144	6636 40th Avenue S.	\$35.00	\$137.00
145	4001 66th Street S.	\$35.00	\$137.00
146	4002 66th Street S.	\$35.00	\$137.00
147	6000 40th Avenue S.	\$35.00	\$137.00
148	4251 Veterans Boulavard S.	\$35.00	\$137.00
149	4475 Veterans Boulavard S.	\$35.00	\$137.00
150	5650 44th Avenue S.	\$35.00	\$137.00
151	5697 44th Avenue S.	\$35.00	\$137.00
152	4104 55th Street S.	\$35.00	\$137.00
153	Vetrans Blvd, 40th - 48th Ave(3 Islands)	\$35.00	\$137.00
154	40th Ave. S, Drain 27 - 63rd St. (6 Islands)	\$35.00	\$137.00
Total:			
		\$2,049.00	\$7,601.00



PUBLIC WORKS/OPERATIONS

(13)

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

April 5, 2018

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

RE: RFP for Stump Cutter RFP 18129

Commissioners:

On April 2, 2018, proposals were received for One (1) Stump Cutter. Three proposals from three vendors were submitted and met the required specifications.

The results are as follows:

<u>Firm</u>	<u>Price</u>
Minnesota Equipment Co	\$45,000.00
Trenchers Plus	\$45,740.00
RDO Equipment	\$41,000.00

The review committee consisted of Scott Liudahl, Tracy Zablotney, and Allan Erickson and determined that one vendor met most of the specifications required. Price was within expected parameters. Our recommendation is to award the RFP to RDO Equipment. Funding for this project has been included in the 2018 Forestry operation budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Stump Cutter from RDO Equipment for the total amount of \$41,000.00.

Respectfully Submitted,

Allan Erickson
Fleet Management Specialist

Price

Grinder Make: VERMEER (2018) Model: SC802

Stump Grinder \$ 55,500

Trade
2002 Carlton 7500 \$ 14,500
VIN # 1J9G4211XA1167354
Approx. 860

Total equipment price \$ 41,000

Delivery Date

Number of days for delivery from date of order: 60

Company RDO EQUIPMENT 2960 34TH ST S MOORHEAD, MN 56560

By: KELLY WALSTAD
(Name)

SALES PROFESSIONAL
(Title)



Investment Proposal (Quote)

RDO Equipment Co.
2900 Main Ave East
Moorhead MN, 56560
Phone: (701) 526-2200 - Fax: (701) 526-2201

Proposal for:
CITY OF FARGO
PO BOX 2083
FARGO, ND, 581072083
CASS

Investment Proposal Date: 3/26/2018
Pricing Valid Until: 4/25/2018
Deal Number: 1060294
Customer Account#: 1465007
Sales Professional: Kelly Walstad
Phone: (701) 526-2252
Fax: (701) 526-2253
Email: KWalstad@rdoequipment.com

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2018 VERMEER SC802 SC802 74HP VALUE PACKAGE TIER 4 FINAL W/REMOTE 74HP DEUTZ DSL. TIER 4F W/ REMOTE CONTROLS LED LIGHTS 10 X 16.5 FLOTATION TIRES YELLOW JACKET CUTTER SYSTEM	\$55,500.00
Item Subtotal:				\$55,500.00
Equipment Subtotal:				\$55,500.00

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
1J9G211XA1167354	2002 CARLTON 7500	\$0.00	860	(\$14,500.00)
Total Trade in Value:				(\$14,500.00)
Trade Balance Owed:				\$0.00
Net Difference:				(\$14,500.00)

Purchase Order Totals

Balance:	\$41,000.00
Total Taxable Amount:	\$55,500.00
Tax Rate 3: (0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$41,000.00
Cash with Order:	\$0.00
Balance Due:	\$41,000.00

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Project No. SN-18-A1
 NDDOT Project # TAU-8-984(163), PCN 21962

Type: CPM Agreement with NDDOT
 for Shared Use Path Project

Location: Dill Hill – 6th Ave S to 7th Ave S

Date of Hearing: 4/2/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/9/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding approval of the Cost Participation and Maintenance (CPM) Agreement with NDDOT for the Dill Hill Shared Use Path Project. Funding for the project will consist of Federal Highway Funds from the NDDOT's Transportation Alternatives Program (TAP), Sales Tax Funds, and Fargo Park District Funds. Staff has coordinated with the NDDOT and is comfortable with the language and is recommending approval.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to recommend approval of the Cost Participation and Maintenance Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the CPM agreement with the NDDOT for the Dill Hill Shared Use Path.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, Sales Tax & Fargo Park District 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)


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>✓</u>
Tim Mahoney, Mayor	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Nicole Crutchfield, Director of Planning	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Steve Dirksen, Fire Chief	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Mark Bittner, Director of Engineering	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Bruce Grubb, City Administrator	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Ben Dow, Director of Operations	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Steve Sprague, City Auditor	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
City Engineer	<u>✓</u>	<u>✓</u>	<u>Γ</u>	<u>Brenda Derrig</u>
Kent Costin, Finance Director	<u>✓</u>	<u>✓</u>	<u>Γ</u>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer



ITEM 2

ENGINEERING DEPARTMENT

200 3rd Street North
 Fargo, North Dakota 58102
 Phone: (701) 241-1545
 Fax: (701) 241-8101
 E-Mail: feng@cityoffargo.com

Memo

March 28, 2018

To: PWPEC

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

Subject: Approval of Cost, Participation and Maintenance (CPM) Agreement with NDDOT for
 Dill Hill Shared Use Path Project – 6th Avenue S to 7th Avenue S
 City Project No. SN-18-A1
 NDDOT Project No. TAU-8-984(163)

I have attached a CPM Agreement from the Local Government Division of the NDDOT for this project on at Dill Hill. This project contains the following features:

- 2500 cubic feet of embankment
- 430 LF of new 10' wide shared use path
- Raised pedestrian crosswalk on 6th Avenue S
- Wireless motion activated and push button activated crosswalk warning signals
- New path lighting along path
- New trees and tall grasses planted
- A new bench to overlook the park midway up the new path

Funding for the project will consist of Federal Highway Funds from the NDDOT's Transportation Alternatives Program (TAP), Sales Tax Funds and Fargo Park District Funds. The project's cost breakout is as follows:

Estimated Project Cost	\$ 280,000
Federal Share	\$ 227,334 (capped)
City Share	\$ 26,333
Fargo Park District Share	\$ 26,333

This project is set to be bid in Bismarck on June 15 and the project is scheduled to have a substantial completion date of October 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

STATE ND	PROJECT NO. TAU-8-984(163)	PCN 21962	SECTION NO. 001	SHEET NO. 1
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NORTH DAKOTA

DEPARTMENT OF TRANSPORTATION

TAU-8-984(163)

City of Fargo Improvement District No. SN-18-A1

Cass County

5 St S Between 6 and 7 Ave S

SHARED USE PATH & INCIDENTALS

GOVERNING SPECIFICATIONS:

2014 Standard Specifications adopted by the North Dakota Department of Transportation and the Supplemental Specifications effective on the date the project is advertised. TAU-8-984-(163)

PROJECT NUMBER \ DESCRIPTION **NET MILES** **GROSS MILES**

TAU-8-984-(163) \ Shared Use Path .07

DESIGNERS

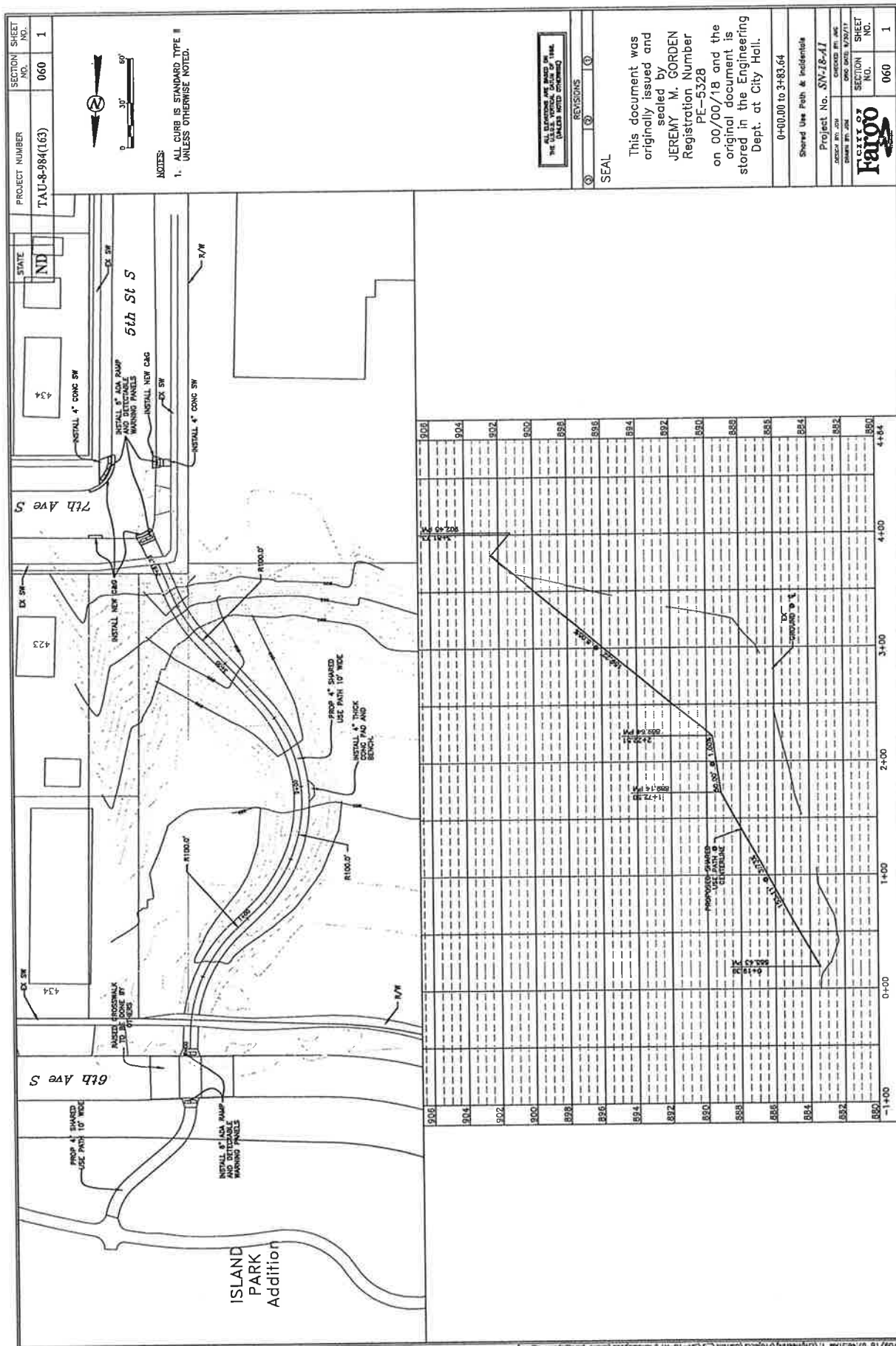
Jim Mohr /s/

I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of ND.

APPROVED DATE 00-00-18

JEREMY M. GORDEN /s/

This document was originally issued and sealed by JEREMY M. GORDEN Registration Number PE-5328 on 00/00/18 and the original document is stored in the Engineering Dept. at City Hall.



NDDOT Contract No. 38180258

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

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: Wenger, Pamela J.

Telephone: 701-328-4787

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

For NDDOT use only.

FHWA Authorization date:

Project No. TAU-8-984(163)

LPA: City of Fargo

Location: FARGO 5TH ST SHARED USE PATH

Type of Improvement: Shared Use Path

Length: 0.07

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Fargo, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$ 227,334. The balance of the project is the obligation of the LPA.

Additional Funding Clause

N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

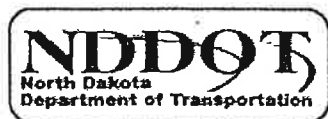
1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA 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 streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.



2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
4. Provide maintenance to the completed project at its own cost and expense.
5. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation

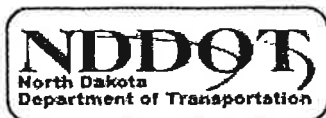
Jeremy Gorden
City of Fargo



608 East Boulevard Avenue
Bismarck, ND 58505-0700

200 3rd Street N
Fargo, ND 58102

7. The LPA 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; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of Fargo, North Dakota, the date last below signed.

APPROVED:

Erik Johnson
CITY/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of Fargo, North Dakota
*

Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of Fargo, North Dakota will provide non-federal funds, whose source is identified below, as match for the amount the LPA 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 LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Sales Tax and Fargo Park District Funds

Executed at Fargo, North Dakota, the last date below signed.

ATTEST:

Steve Sprague

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of Fargo, North Dakota

Timothy J. Mahoney

NAME (TYPE OR PRINT)

SIGNATURE

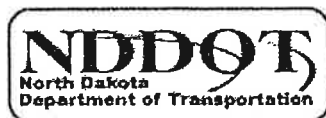
* Mayor

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are \$250,000 per person and \$500,000 per occurrence. The minimum limits of liability required of the State are \$250,000 per person and \$1,000,000 per occurrence.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(15)

Type: Utility Box Proposal

Location: Downtown Fargo

Date of Hearing: 4/2/2018

Routing	<u>Date</u>
City Commission	<u>4/9/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding the installation of artwork wraps on seven of the downtown utility boxes.

The Engineering Department has reviewed the request and is recommending approval of the installation. Chris Schlepp, with the Fargo BID, met with the City of Fargo's Arts and Culture Commission on March 21, where he was granted funding for this project. Committee members clarified that this is part of the Fargo Arts and Culture budget.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield the Committee voted to recommend approval of the installation of the artwork wraps to seven downtown utility boxes and enter into agreement with Fargo BID.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the installation of the artwork wraps and to enter into an agreement with Fargo BID.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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


COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 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
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer

**ITEM 1****ENGINEERING DEPARTMENT**

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

March 27, 2018

MEMORANDUM

To: Public Works Projects Evaluation Committee *Jmh*
From: Jeremy Gorden, P.E., PTOE, Division Engineer - Transportation
Kylie Bagley, Assistant Planner
Re: Utility Box Proposal

Chris Schlepp, with the Fargo BID, is proposing to wrap seven existing downtown utility boxes with art submitted by local artists. The artwork will be printed on a vinyl wrap, which allows for the wraps to be easily installed and uninstalled when needed. While repair work may require reprinted pieces from the installer, the BID will be responsible for general cleaning and maintenance. Chris met with the City of Fargo's Arts and Culture Commission on March 21 where he was granted funding for this project.

Recommendation:

We recommend the installation of art work wrap on seven of the downtown utility boxes.

Attachments



Utility Box Wrap Proposal

Submitted to:
Arts & Culture Commission

Submitted by:
Chris Schlepp (BID Ops Manager)



Proposal to the Fargo Arts & Culture Commission

THE PROJECT

In collaboration with The Arts Partnership (TAP) and the Fargo Downtown Community Partnership (DCP), The Business Improvement District (BID) submits this proposal for consideration of this two-phase project to the Fargo City Commission to install energetic, vinyl printed art replicas on the utility and electrical boxes in downtown Fargo along the Broadway corridor.

Submitted artwork meeting established criteria will be eligible for selection. A jury of local working artists will select an undetermined number of artists' submissions and the public, through an online vote, will then select the final works. Selected works will be licensed from the artist for a period of time yet to be determined.

WHY

The utility boxes present a great opportunity to serve as urban canvases. When unused, the metal is often dirty, rusted, or covered in graffiti and fliers. Yet from any angle – even above – this untapped space can add another facet of dynamic style, culture, color, and allure to the streets of Downtown Fargo ultimately enhancing the beautification of downtown.

CASE STUDY: BOISE, ID

Karen Bubb, Public arts Manager at Boise City Department of Arts and History, indicated that by beautifying the traffic boxes, the city enlivened the social and physical environment on the streets. The community accepted the project: "people just love them." Bubb went on to say that the project has revealed a younger demographic that is interested in public art. According to Boise City Police Department monitoring, after installation **there was a significant decrease in graffiti, even on structures that were not wrapped in art.**

According to The Arts Partnership (TAP), the communities of Moorhead, MN and Bismarck, ND have also found this to be true.

TYPES OF ARTWORK

Any high resolution imagery that fits the size and shape specifications may be submitted since the artwork is installed as a printed vinyl wrap. Artists may submit a new piece or a complete, partial or modified image of already-created work such as imagery of a three-dimensional sculpture or a small detail of an originally large painting or photograph.

WHO IS ELIGIBLE TO SUBMIT WORK?

Working, professional artists residing within Cass County are welcome to submit. Multiple entries may be submitted.

PROCESS - PHASE 1:

Phase 1 encapsulates the entire process for 7 utility boxes along the Broadway corridor to be artistically wrapped; see below timeline for specifics. Artwork for these boxes will be reviewed and selected by a public art sub-committee. Once a design is approved, selected artists would receive compensation in the amount of \$250.00 for their submission. The committee would then contract with the approved vendor to print and install the artwork.

The 7 utility boxes would serve as a test group and allow for the local community to view a sample of the artwork before initiating phase 2.

Boise, ID started with a similar model and found that phase 1 significantly motivated local artists to submit artwork, subsequently boosting the quantity, quality, and diversity of proposals.

PROCESS - PHASE 2:

After phase 1 concludes and any lessons learned have been incorporated into the overall process, Phase 2 begins. This phase would copy the previous phase in regards to submission and selection of artwork for the additional electrical boxes along Broadway and ultimately in other areas of Downtown Fargo.

ARTIST COMPENSATION AND OWNERSHIP:

Part of The Arts Partnership's mission is to support and advocate for local artists. Because the artists are providing the creative work that the public will experience, our committee is mindful that the selected artists should be compensated at a fair rate for their contribution.

The artists will retain copyright ownership of the original piece but would agree that images of their installed work may be used for promotional and education purposes. Details specifying responsibilities in the event an electrical box becomes damaged to the extent that the artwork must be replaced have not yet been discussed.

PROPOSED STEPS & TIMELINE:

PHASE 1:

Step 1: Present the proposal to the Arts & Culture Commission for their awareness. **(Completed)**

Step 2: Submit a RFP to vendors to determine cost of the project. **(Completed)**

Step 3: Fundraise for project sponsors. **(Completed)**

Step 4: Once a vendor is selected and the budget is finalized, submit the grant request to the Arts & Culture Commission for possible funding. **(Re-submitted)**

Step 5: Promotion begins and the Call for Art is announced; deadline for entries is 20 April 2018.

Step 6: Applications reviewed for completeness by the public art sub-committee.

Step 7: Winners announced, contracts signed, artwork submitted to vendor; NLT 27 April 2018.

Step 8: BID prepares & cleans the utility box surfaces.

Step 9: Installation of designs onto utility boxes NLT 7 May 2018.

Step 10: Evaluation of process and community response post installation.

PHASE 2: Repeat above steps while implementing any recommended changes during evaluation.

FACTORS FOR CONSIDERATION:

Maintenance: While repair work may require reprinted pieces from the installer, the BID will be responsible for general cleaning and maintenance.

Administration: Our committee will function as the contracted administrator for this process.

Sponsors: Kilbourne Group, Fargo Business Improvement District (BID), The Arts Partnership (TAP)

BUDGET:

Utility Box Wrap Cost:	\$3,456.69
Artist Compensation:	\$1,750.00
Total Project Cost:	\$5,206.69

Sponsorship Donations:

Kilbourne Group:	\$250.00
The Arts Partnership:	\$250.00
Business Improvement District:	\$500.00

Total Sponsorship Donations: \$1,000.00

Arts & Culture Commission Ask: **\$4,206.69**

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov

(16)

April 4, 2018

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

Dear Commissioners:

Attached please find a tabulation sheet listing all bids received for supplying chemicals to Water Treatment Plant for startup and operation of Membrane Water Treatment Plant through remainder of 2018. Listed below are the lowest and/or best value bids received for each of the chemicals:

Water Treatment Plant Chemical Bid Results		
Product Name	Vendor	Unit Price (\$/pound)
Sulfuric Acid, 93%	Hawkins, Inc.	\$0.0846
Sulfuric Acid, 40%	Hawkins, Inc.	\$0.3000
Polyaluminum Chloride	Hawkins, Inc.	\$0.3292
Ferric Chloride	Hawkins, Inc.	\$0.1104
Citric Acid, 50%	Hawkins, Inc.	\$0.6250
Hydrogen Peroxide, 34%	Hawkins, Inc.	\$0.5250
Sodium Bisulfite, 38%	Hawkins, Inc.	\$0.2694
Sodium Hydroxide	Univar	\$0.2078
Sodium Hypochlorite, 12.5%	Hawkins, Inc.	\$0.2015
Aluminum Sulfate (Tote)	Hawkins, Inc.	\$0.2182
Aluminum Sulfate (Bulk)	Hawkins, Inc.	\$0.1317

Cost of listed chemicals for remainder of 2018 is estimated to be in range between \$295,534.00 and \$321,605.00
The recommendation is to award the 2018 chemical bids as listed above.

Sincerely,

Troy B. Hall
Water Utility Director

Sincerely,

Brian A. Ward
Water Plant Superintendent

**FARGO WATER TREATMENT PLANT
2018 MWTP CHEMICAL BIDDING SUMMARY OF QUALIFYING BIDS**

Product Name	Vendor	Estimated Annual Quantity (pounds)	Unit Price per pound	Estimated Annual Cost	Payment Method	Recommendation
Sulfuric Acid, 93%	Univar	500,000	\$0.1075	\$53,750.00		
	Hawkins, Inc.	500,000	\$0.0846	\$42,300.00	CC	Accept
Sulfuric Acid, 40%	Hawkins, Inc.	1,200	\$0.3000	\$360.00	CC	Accept
Polyaluminum Chloride	Thatcher Company Inc.	600,000	\$0.3400	\$204,000.00		
	Aqua Pure	600,000	\$0.3550	\$213,000.00		
	Aqua Pure	600,000	\$0.3850	\$231,000.00		
	DPC Industries, Inc.	600,000	\$0.3402	\$204,120.00		
	Hawkins, Inc.	600,000	\$0.3292	\$197,520.00	CC	Accept
Ferric Chloride	Hawkins, Inc.	1,600,000	\$0.1104	\$176,640.00	CC	Accept
	PVS Technologies, Inc.	1,600,000	\$0.1425	\$228,000.00		
Citric Acid, 50%	Shannon Chemical Corporation	3,500	\$1.4700	\$5,145.00		
	Hawkins, Inc.	3,500	\$0.6250	\$2,187.50	CC	Accept
Hydrogen Peroxide, 34%	DPC Industries, Inc.	6,200	\$0.5400	\$3,348.00		
	Hawkins, Inc.	6,200	\$0.5250	\$3,255.00	CC	Accept
Sodium Bisulfite	DPC Industries, Inc.	15,000	\$0.3360	\$5,040.00		
	Hawkins, Inc.	15,000	\$0.2694	\$4,041.00	CC	Accept
Sodium Hydroxide	Univar	280,000	\$0.2078	\$58,184.00		
	DPC Industries, Inc.	280,000	\$0.2301	\$64,428.00	CC	Accept
	Hawkins, Inc.	280,000	\$0.2270	\$63,560.00		
Sodium Hypochlorite, 12.5%	DPC Industries, Inc.	3,300	\$0.3000	\$990.00		
	Hawkins, Inc.	3,300	\$0.2015	\$664.95	CC	Accept
Aluminum Sulfate (Tote)	Hawkins, Inc.	60,000	\$0.2182	\$13,092.00	CC	Accept
Aluminum Sulfate (Bulk)	Hawkins, Inc.	60,000	\$0.1317	\$7,902.00	CC	Accept
Total Annual Estimated Chemical Cost =				<u>\$321,604.45</u>		

**Either Polyaluminum Chloride or Ferric Chloride may be used for pretreatment depending on treatment strategy, costs, and or performance.

***Aluminum Sulfate costs estimated using (Tote) price. Bulk storage will be used if determined to be feasible option.

REPORT OF ACTIONUTILITY COMMITTEE

17ac

Project No. WA1301

Type: Project WA1301 Change
Orders – Three Contracts

Location: Water Treatment Plant Expansion

Date of Hearing: 4/5/18

<u>Routing</u>	<u>Date</u>
City Commission	4/9/18
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor, Wrigley Mechanical, Inc. (WMI), the Mechanical Contractor, and JDP Electric, Inc. (JDP), the Electrical Contractor. The total proposed cost increase is \$188,945.25. In the change order proposals, there are 16 listed changes with the three contractors. Two of the higher cost line item changes with ACI are for added compressed air lines and with JDP for fire alarm changes. Overall, Water Utility staff suggests that the MWTP construction project is going well and about a month behind schedule.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 3.50% from the original bid price. However, only 2.18% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.32% of changes were implemented related to capacity increases with West Fargo water service and a project contribution from Black & Veatch. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point in construction.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

The following table shows the overall cost summary of the recommended changes under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	16	\$118,636.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	14	\$17,841.25
No. 3 – Electrical Construction	JDP Electric, Inc.	8	\$52,468.00
TOTAL			\$188,945.25

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,964,116.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,950,927.08
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,409,152.00
TOTAL		\$107,324,195.13

The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan. The SRF loan is administered by the North Dakota Public Finance Authority (PFA) and the North Dakota Department of Health (NDDH). The City of Fargo has now collected the \$30 million in grant funding allotted for the MWTP from the SWC.

MOTION:

On a motion by Bruce Grubb, seconded by Brian Ward, the Utility Committee voted to approve the proposed change orders with all three contractors in a total amount of \$188,945.25 for the Membrane Water Treatment Plant.

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

ATTEST:



 Troy B. Hall
 Water Utility Director

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

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov**MEMORANDUM**

April 2, 2018

To: Utility Committee

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

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to all three contracts at this time. Letters of explanation from AE2S and change order forms are attached.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

With previously approved change orders to the three contracts, the contract amounts prior to the current recommended changes under this agenda item are as follows:

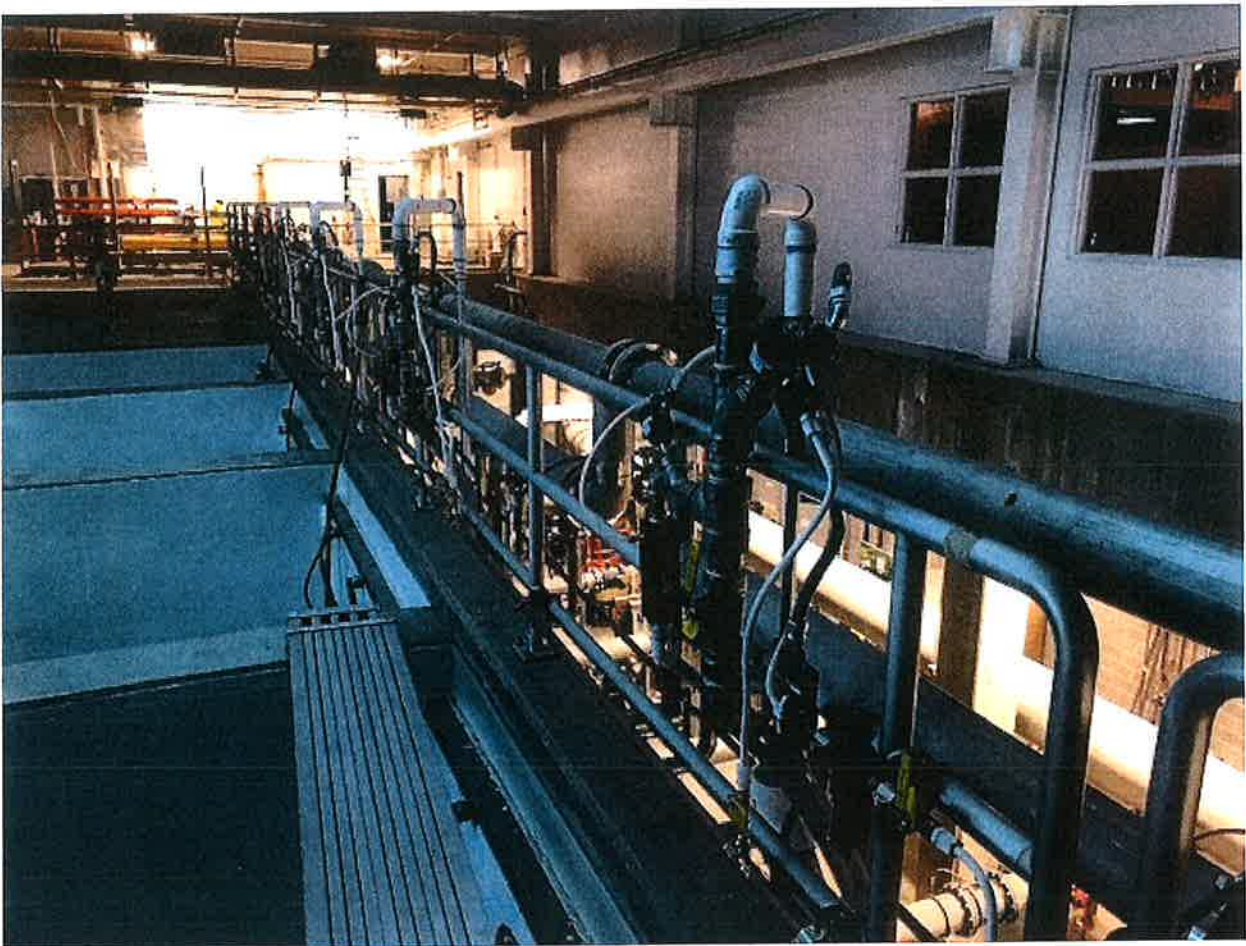
<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,845,480.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,933,085.83
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,356,684.00
TOTAL		\$107,135,249.88

The following table shows the overall cost summary of the recommended changes by contractor under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	16	\$118,636.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	14	\$17,841.25
No. 3 – Electrical Construction	JDP Electric, Inc.	8	\$52,468.00
TOTAL			\$188,945.25

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,964,116.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,950,927.08
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,409,152.00
TOTAL		\$107,324,195.13



Pneumatic (air-operated) Microfiltration/Ultrafiltration Testing Equipment (Membrane Integrity Test). Computer controlled, automated testing for broken membrane fibers will occur daily to help meet EPA regulations in the Membrane Water Treatment Plant. Photo from March 30, 2018.

MWTP Project Status Related Change Orders and Overall Cost

The MWTP is a large, complicated, and expensive project for the City of Fargo and its water service customers. As such, it is normal for projects of this nature to have adjustments that result in cost change orders. Since the MWTP exceeded \$100 million in bid prices, the following is intended to help provide perspective for this project compared to the cost impacts of change orders commonly seen in the industry.

While it may be difficult to find exact comparators to the MWTP project, the following are typical observations and goals for change order cost increases in the industry at project completion:

- Industry average: **3% to 5% of bid price**
- Typical Project Goal: **<2% of bid price**
- Excellent Project: **<1% of bid price**
- Percentages for change order costs reflect (1) Errors & Omissions and (2) Owner Requested

Change Order (CO) statistics for MWTP project in percentages:

- Prior to Current CO Recommendations: **3.32%**
- Adjusted Value Prior to Current CO Recommendations: **2.00%**
- After Current CO Recommendations: **3.50%**
- Adjusted Value After Current CO Recommendations: **2.18%**
- Total Adjusted Value Dollar Amount: \$1,369,585 (Different funding source)
 - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
 - 7th Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)
 - Black & Veatch contribution to HVAC Changes: \$163,000

Since the MWTP construction project is approaching completion and through a number of the higher risk project components for change orders, Water Utility personnel think the project is at a reasonable position from a change order perspective. 'Value Engineering' and teamwork between contractors, City staff, and consulting engineers has been an important factor in containing costs. The 'Value Engineering' for the foundation system was an important item for cost savings in the project, reducing the contract price by nearly \$300,000 early in construction.

Related to cost change orders, some higher risk project components include:

- Utility Infrastructure Rerouting (removal from excavation/construction areas) - **Complete**
- Mass Excavation (unforeseen underground conditions) - **Complete**
- Foundation (Pile) Installation - **Complete**
- Major Equipment/Treatment Process Submittals – **Complete**
- Concrete for Lower Level & Main Level - **Complete**
- Building Structural Steel, Exterior Brick, and Roof – **Nearly Complete**
- Process Piping, Building Electrical, and Mechanical Piping – **In progress**

Since the construction of the MWTP is approaching completion, startup of the front-end process equipment has been in progress for several weeks. The MWTP is scheduled to be operational in late summer of 2018. Currently, most of the construction is to the interior of the building, including process-piping installation, equipment installation, electrical installation, mechanical/HVAC installation, and painting.

A complicating factor for the MWTP construction is the agreement in July 2015, to provide drinking water to West Fargo. With the addition of West Fargo, Water Utility staff needs to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers. These adjustments in most cases will be cost increases. Two significant cost changes attributed to West Fargo

water service have previous approval – 7th Reverse Osmosis train and electrical switchgear. Costs for the two changes will be funded by State Water Commission regionalization grant funding and infrastructure sales tax (Fund 450). Please be aware that there is annual water sales revenue from West Fargo.

Detailed Summary of Change Orders

The cost impact to Contract No. 1 with Alberici Constructors, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Add Riser to Reverse Osmosis Pipe to Softening (WCD 33)	\$9,008.00	Future Maintenance
2	Sulfuric Acid Fill Station Changes	\$4,957.00	Safety & Corrosion
3	Existing Building Hallway Header Support (WCD 31)	\$9,092.00	Structural Support
4	MIT and MAIR Air Supply for MF/UF System (WCD 30)	\$52,791.00	Added Air Lines Needed
5	Reroute ROPT and Sample Water	\$1,666.00	Code Requirement
6	Hallway 4166 Door Changes (WCD 32)	\$18,948.00	Fire Code, Maintenance
7	Basin Drain Valve Pit Closed Limit Switches (WCD 36)	\$8,179.00	X-Connection Potential
8	RO CIP Batch Tank Valve Actuators (WCD 34)	\$7,640.00	Needed for Automation
9	Ozone Injection Room Butterfly Valve Actuator	\$4,235.00	Needed for Automation
10	Additional Concrete Stoop Wall Changes	\$2,120.00	Structural Stability
Total – Contract No. 1 Change for Change Order No. 15		\$118,636.00	

The cost impact to Contract No. 2 with Wrigley Mechanical, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Added Air Line to Sulfuric Acid Room	\$4,787.87	Safety & Maintenance
2	Server Room HVAC Unit Relocation	\$11,398.03	Improve Equip. Access
3	Added Water Lines in Lab	\$1,655.35	Sample Water Routing.
Total – Contract No. 2 Change for Change Order No. 14		\$17,841.25	

The cost impact to Contract No. 3 with JDP Electric, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Added Panelboard in Generator Building Electrical Room	\$1,986.00	Electrical Capacity Need
2	Fire Alarm Changes (WCD 02)	\$42,129.00	Numerous Changes
3	Instrument Air Changes	\$8,353.00	Plant Air Pressure Alarm.
Total – Contract No. 3 Change for Change Order No. 8		\$52,468.00	

Plan of Financing

The contract changes under this agenda item will results in an overall cost increase of \$188,945.25 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

SUGGESTED MOTION:

Approve the contract change orders with all three contractors in the total amount of \$188,945.25 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



March 29, 2018

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

Re: Change Order No. 16
Contract No. 1 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 16 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The ROP pipes within the mixing boxes for Softening Basins 1 and 2 in the existing WTP will be extended to bring the discharge above the water level in the mixing boxes.
2. The sulfuric acid fill panel changes include removal of the fill cabinet, addition of a coated concrete drip area, and the addition of a lockable cap on the fill line.
3. Additional structural steel support will be added to the header over the new opening into Hallway 4166 in the existing WTP.
4. The MF/UF MIT air lines and the MF/UF instrument air lines associated with the testing and operation of the MF/UF system will be added to the General Contractor's scope of work.
5. The ROPT and sample water lines in the MF/UF area were moved to avoid routing over the electrical panel to meet code requirements.
6. Changes will be made to the doors in Hallway 4166 in the existing WTP to include a roll-up door for door 4166B and increasing the width of door 4166C to 8 feet wide to better allow access for WTP staff through the hallway with small equipment or carts.
7. Limit switches will be added to the plug valves in the drain basin valve pit to allow the plant control system to indicate which plug valves are closed and allow for alarming if multiple valves are opened simultaneously.
8. Pneumatic actuators will be added to the fill valves on the RO CIP Batch Tanks to allow automated filling of the tanks associated with the RO CIP System.
9. A pneumatic actuator will be added to the isolation valve on the ozone off-gas liquid trap to allow for automated draining of the liquid trap.
10. Additional modifications were made to the concrete stoops for structural stability.

Mr. Troy Hall

Re: Change Order No. 16

Contract No. 1 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

March 29, 2018Page 2 of 2

The cost impact to Contract No. 1 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 185 – Added Riser to ROP in Softening Basins (WCD 33)	\$9,008.00
2. PCO 248 – Sulfuric Acid Fill Station Changes	\$4,957.00
3. PCO 269 – Existing Building Hallway Header Support (WCD 31)	\$9,092.00
4. PCO 274 – MIT and MAIR Air Supply (WCD 30)	\$52,791.00
5. PCO 278 – Reroute ROPT and Sample Water	\$1,666.00
6. PCO 280 – Hallway 4166 Door Changes (WCD 32)	\$18,948.00
7. PCO 283 – Basin Drain Valve Pit Closed Limit Switches (WCD 36)	\$8,179.00
8. PCO 284 – RO CIP Batch Tank Valve Actuators (WCD 34)	\$7,640.00
9. PCO 285 – Ozone Injection Room 13-BFV-2012 Actuator (WCD 35)	\$4,235.00
10. PCO 292 – Additional Concrete Stoop Wall Changes	\$2,120.00

Total for Change Order No. 16 =

\$118,636.00

Upon the City of Fargo's acceptance of Change Order No. 16, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Ben Julson, PE
Project Engineer



March 29, 2018

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 14
Contract No. 2 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 14 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. An air line will be added in the sulfuric acid room to provide compressed air for assisting with chemical delivery and clearing out the fill line at the end of the chemical unloading process.
2. The HVAC air units and associated piping in the server room were moved out of the room for better access to the equipment and to move the associated piping out of the server room.
3. Water lines will be added in the lab to connect with the faucets in the sample sink.

The cost impact to Contract No. 2 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 288 – Added Air Line in Area J	\$4,787.87
2. PCO 297 – Server Room VAV Move	\$11,398.03
3. PCO 298 – Added Water Lines in Lab	\$1,655.35
Total for Change Order No. 14 =	\$17,841.25

Mr. Troy Hall

Re: **Change Order No. 14**

Contract No. 2 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

March 29, 2018

Page 2 of 2

Upon the City of Fargo's acceptance of Change Order No. 14, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and Wrigley Mechanical, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer



March 29, 2018

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

Re: Change Order No. 8
Contract No. 3 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 8 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. An additional panelboard will be added in the Generator Building Electrical Room for added electrical capacity.
2. Modifications will be made to the facility fire alarm system including the addition of new smoke detectors in other buildings (Residuals Building, Raw Water Pump Station, and High Service Pump Station) and the additional relays and materials needed to finish the fire alarm update in the existing WTP.
3. Pressure transmitters and pressure switches will be installed on the plant compressed air system receivers to monitor system pressure and alarm at low pressure.

The cost impact to Contract No. 3 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 242 – Added Panelboard in Gen Bldg Electrical Room	\$1,986.00
2. PCO 259 – Fire Alarm Changes	\$42,129.00
3. PCO 264 – Air Instruments Changes	\$8,353.00
Total for Change Order No. 8 =	\$52,468.00

Mr. Troy Hall

Re: Change Order No. 8

Contract No. 3 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

March 29, 2018

Page 2 of 2

Upon the City of Fargo's acceptance of Change Order No. 8, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and JDP and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer

Attachments

Change Order

No. 16

Date of Issuance: 03/29/2018 Effective Date: 04/09/2018

Project: Fargo Membrane WTP and Improvements	Owner: City of Fargo	Owner's Contract No.: WA1301
Contract: Contract No. 1 – General Construction		Date of Contract: 04/27/2015
Contractor: Alberici Constructors Inc.		Engineer's Project No.: P00803-2009-25

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

Description: See attached Description of Work.

Attachments: Description of Work
Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 80,044,884.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 15:

\$ 1,800,596.05

Contract Price prior to this Change Order:

\$ 81,845,480.05

[Increase] [Decrease] of this Change Order:

\$ 118,636.00

Contract Price incorporating this Change Order:

\$ 81,964,116.05

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

— Substantial completion (days): _____

— Ready for final payment (days): _____

Contract Times prior to this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

No. 14Date of Issuance: 03/29/2018Effective Date: 04/09/2018

Project: Fargo Membrane WTP and Improvements

Owner: City of Fargo

Owner's Contract No.: WA1301

Contract: Contract No. 2 – Mechanical Construction

Date of Contract: 04/27/2015

Contractor: Wrigley Mechanical Inc.

Engineer's Project No.: P00803-2009-25

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

Description: See attached Description of Work.

Attachments: Description of Work

Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 6,824,000.00[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 13:\$ 819,826.02

Contract Price prior to this Change Order:

\$ 7,933,085.83

[Increase] [Decrease] of this Change Order:

\$ 17,841.25

Contract Price incorporating this Change Order:

\$ 7,950,927.08**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

Contract Times prior to this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)By: _____
Owner (Authorized Signature)By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order

No. 8Date of Issuance: 03/29/2018 Effective Date: 04/09/2018

Project: Fargo Membrane WTP and Improvements	Owner: City of Fargo	Owner's Contract No.: WA1301
Contract: Contract No. 3 – Electrical Construction		Date of Contract: 04/27/2015
Contractor: JDP Electric Inc.		Engineer's Project No.: P00803-2009-25

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

Description: See attached Description of Work

Attachments: Description of Work

Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 16,821,411.00[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 7:\$ 535,273.00

Contract Price prior to this Change Order:

\$ 17,356,684.00

[Increase] [Decrease] of this Change Order:

\$ 52,468.00

Contract Price incorporating this Change Order:

\$ 17,409,152.00**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

— Substantial completion (days): _____

— Ready for final payment (days): _____

Contract Times prior to this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

18

April 4, 2018

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

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached Short Form of Agreement Between Owner and Engineer for Professional Services between the City of Fargo and Kadmas, Lee & Jackson, Inc. (KLJ).

The Agreement is for services by KLJ to perform a peer review of a report prepared by Carl Walker dated January 8, 2018 regarding repairs to the underground parking garage located at 502 NP Avenue (Ground Transportation Center). The Carl Walker report is in response to recommendations KLJ originally prepared for the same structure. The entire scope of services is specified in Exhibit A. The cost will be approximately \$2,000. The agreement has been reviewed by Assistant City Attorney Nancy Morris.

Requested motion: Approve attached Agreement between the City of Fargo and KLJ for services outlined in Exhibit A of the Agreement.

Sincerely,



Julie Bommelman, Transit Director
City of Fargo

/attachment

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 9, 2018 ("Effective Date") between

City of Fargo, North Dakota, a municipal corporation ("Owner")

and

Kadrmass, Lee & Jackson, Inc., 4585 Coleman Street, Bismarck, ND 58503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

GTC Parking Garage Assessment Peer Review ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Engineering services as described in Exhibit A.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, ~~or within the following specific time period.~~
- C. ~~If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days

after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to

identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for services and reimbursable expenses is estimated to be \$2,000.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

8.02 KLJ Additions to EJCDC E-520

The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

Affirmative Action: This Engineer and sub-contractor or sub-consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

650 23rd Street N

Fargo, ND 58102

ENGINEER: Kadrmas, Lee & Jackson, Inc.,

By: Brian Schuchard

Title: Chief Value Officer

Date Signed: March 27, 2018

Address for giving notices:

4585 Coleman Street

Bismarck, ND 58503

EXHIBIT A

**Engineering Services
GTC Parking Garage Peer Review
Fargo, ND**

Professional Services

I. Background

KLJ has been asked to review a report prepared by Carl Walker dated January 8, 2018. It is our understanding the report is in response to recommendations KLJ prepared for repairing the underground parking garage located at 502 NP Avenue in Fargo, ND (KLJ report dated August 12, 2016).

II. Engineer's Services

- A. One site visit by KLJ to review the existing conditions of the garage.
- B. Review of report prepared by Carl Walker.
- C. One meeting with MATBUS and City of Fargo to discuss KLJ's review/comparison of the recommendations by Carl Walker.
- D. Preparation of a letter stating KLJ's professional opinion regarding the recommendations included in the Carl Walker report in comparison to those included in the KLJ report.

II. Information to be Provided by Client/Owner

- A. Carl Walker report.

III. Services Not Included

- A. Opinions of Probable Cost.
- B. Design Services.
- C. Construction Documents.
- D. Permitting.
- E. Bidding Assistance.
- F. Construction Administration.



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated February 9, 2018.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates as shown on attached document.*



RATE SHEET

RATE SHEET

KLJ STANDARD RATES - CITY OF FARGO			
KLJ Staff Type	2016 Rate	2017 Rate	2018 Rate
Archaeologist I	\$65.00	\$67.50	\$70.00
Archaeologist II	\$75.00	\$77.75	\$80.50
Archaeologist III	\$102.00	\$105.75	\$109.50
CADD Technician I	\$82.00	\$85.00	\$88.00
CADD Technician II	\$88.00	\$91.25	\$94.50
CADD Technician III	\$100.00	\$103.50	\$107.25
Engineer I	\$94.00	\$97.50	\$101.00
Engineer II	\$104.00	\$107.75	\$111.75
Engineer III	\$136.00	\$141.00	\$146.00
Engineer IV	\$190.00	\$196.75	\$203.75
Principal Engineer	\$250.00	\$258.75	\$268.00
Engineering Technician I	\$84.00	\$87.00	\$90.25
Engineering Technician II	\$96.00	\$99.50	\$103.00
Engineering Technician III	\$106.00	\$109.75	\$113.75
Environmental Planner I	\$78.00	\$80.75	\$83.75
Environmental Planner II	\$85.00	\$88.00	\$91.25
Environmental Planner III	\$102.00	\$105.75	\$109.50
Environmental Planner IV	\$142.00	\$147.00	\$152.25
Environmental Technician	\$65.00	\$67.50	\$70.00
GIS Analyst I	\$72.00	\$74.75	\$77.50
GIS Analyst II	\$80.00	\$83.00	\$86.00
GIS Analyst III	\$116.00	\$120.25	\$124.50
GIS Technician	\$62.00	\$64.25	\$66.50
Government Relations Specialist I	\$78.00	\$80.75	\$83.75
Government Relations Specialist II	\$102.00	\$105.75	\$109.50
Government Relations Specialist III	\$150.00	\$155.25	\$160.75
Landscape Architect I	\$85.00	\$88.00	\$91.25
Landscape Architect II	\$106.00	\$109.75	\$113.75
Landscape Architect III	\$120.00	\$124.25	\$128.75
Planner I	\$96.00	\$101.00	\$106.00
Planner II	\$142.00	\$147.00	\$152.00
Planner III	\$194.00	\$199.00	\$204.00
Planner IV	\$210.00	\$215.00	\$220.00
Project Assistant I	\$62.00	\$64.25	\$66.50
Project Assistant II	\$78.00	\$80.75	\$83.75
Project Assistant III	\$88.00	\$91.25	\$94.50
Right-of-Way Agent I	\$74.00	\$76.75	\$79.50
Right-of-Way Agent II	\$106.00	\$109.75	\$113.75
Right-of-Way Agent III	\$116.00	\$120.25	\$124.50
Structural Engineer I	\$85.00	\$88.00	\$91.25
Structural Engineer II	\$96.00	\$99.50	\$103.00
Structural Engineer III	\$136.00	\$141.00	\$146.00
Structural Engineer IV	\$153.00	\$158.50	\$164.25
Survey Technician	\$68.00	\$70.50	\$73.00
Surveyor I	\$78.00	\$80.75	\$83.75
Surveyor II	\$102.00	\$105.75	\$109.50
Surveyor III	\$112.00	\$116.00	\$120.25
Survey IV	\$170.00	\$176.00	\$182.25
Visual Designer	\$96.00	\$99.50	\$103.00

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(21)

Improvement District No. BN-18-B1

Type: Infrastructure Request

Location: Grayland First Addition

Date of Hearing: 2/20/2018

RoutingDate

City Commission

4/9/18

PWPEC File

X

Project File

Brenda Derrig

The Committee reviewed the communication from Division Engineer, Brenda Derrig, regarding a request for infrastructure to service a portion of Grayland First Addition.

Staff is recommending approval for the creation of a project to be designed and bid in house.

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

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the creation of Improvement District No. BN-18-B1.

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
Y	
Y	
Y	

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
Division Engineer



Memorandum

To: Members of PWPEC
From: Brenda Derrig, Division Engineer
Date: February 16, 2018
Re: Utility and Paving Infrastructure request for Grayland First Addition

Background:

Attached you will find a request from Ben Saucke, Developer, and Kara Gravley-Stack, WFPS, requesting infrastructure in a portion of Grayland First Addition as shown on the attached map.

We have reviewed the requirements for infrastructure requests and the Developer has met five of the seven requirements. The two remaining items are as follows:

- The Plat has been technically reviewed, but needs to move forward for Commission approval
- The Developer will work with the Auditor regarding the execution of the special assessment security agreement and letter of credit.

Recommended Motion:

Approve the request for utilities and paving contingent upon recordation of the plat and meeting the execution of the special assessment security agreement and letter of credit and direct Engineering to start design.



Civil Engineering • Construction Engineering • Land Survey

December 13, 2017

City of Fargo Engineering Department
Attn: Brenda Derrig
200 3rd Street North
Fargo, North Dakota 58102

RE: Grayland First Addition Request for Improvements

Dear Ms. Derrig,

I am writing on behalf of Grayland Holding Company, LLC and West Fargo Public School District #6 at the addresses of 5414 68th Street South and 5565 63rd Street South to request infrastructure improvements to 54th Ave South from 63rd St S to 66th St S, 66th St S from 54th Ave S to 55th Ave S, 55th Ave S from 66th St S to 67th St S, and 67th St S from 55th Ave S to the existing connection. The request is to build out the sanitary sewer, water main, storm sewer, stormwater detention pond, roadway, trails, and street lights per the standards set forth in the amenities plan for the 2018 construction season and assessing the costs of construction to the benefitting properties. All excess dirt shall remain onsite for use by the School's property and/or the residential lots. It is requested that the existing ditch on the City owned parcel that is to be widened also be completed at this time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Saucke".

Ben Saucke
Grayland Holding Company, LLC

A handwritten signature in blue ink, appearing to read "Kara Gravley-Stack".

Kara Gravley-Stack
West Fargo School District #6

A MAJOR SUBDIVISION PLAT OF
GRAYLAND FIRST ADDITION
PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 138 NORTH, RANGE 49 WEST
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

CURVE TABLE			
CURVE #	LENGTH	DELTA	DELTA
C1	31.19	35.00	91.031°
C2	45.08	48.00	93.24°
C3	59.16	60.00	91.110°
C4	22.62	36.00	93.24°
C5	22.60	43.00	93.24°
C6	30.65	43.00	93.24°
C7	92.44	43.00	93.24°
C8	49.31	43.00	93.24°
C9	37.25	69.00	93.24°
C10	70.69	131.00	93.24°
C11	43.97	28.00	93.24°
C12	14.25	30.00	93.24°
C13	21.63	90.00	124.08°
C14	52.58	90.00	124.08°
C15	97.14	90.00	124.08°
C16	43.98	28.00	90.00°
C17	141.31	90.00	90.00°
C18	46.85	90.00	294.34°
C19	34.42	90.00	215.15°
C20	35.92	90.00	224.47°
C21	20.17	90.00	175.23°

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C19	34.42	90.00	215.15°
C20	35.92	90.00	224.47°
C21	20.17	90.00	175.23°

BLOCK 1			
LOT #	SQUARE FEET	ACRES	
1	84,334	1.94	
2	96,885	2.21	
3	91,218	2.09	
4	23,389	0.54	
5	10,563	0.24	
6	19,755	0.45	
7	14,822	0.34	
8	14,734	0.34	
9	14,734	0.34	
10	14,728	0.34	
11	13,138	0.30	
12	20,079	0.46	
13	31,019	0.71	

BLOCK 2			
LOT #	SQUARE FEET	ACRES	
1	19,191	0.44	
2	21,082	0.48	
3	9,945	0.23	
4	9,990	0.23	
5	9,945	0.23	
6	9,945	0.23	
7	9,945	0.23	
8	9,945	0.23	
9	9,945	0.23	
10	9,945	0.23	
11	9,945	0.23	
12	9,945	0.23	
13	9,945	0.23	
14	9,945	0.23	
15	9,945	0.23	
16	9,945	0.23	
17	9,945	0.23	
18	9,945	0.23	

BLOCK 3			
LOT #	SQUARE FEET	ACRES	
1	21,082	0.48	
2	9,945	0.23	
3	9,990	0.23	
4	9,945	0.23	
5	9,945	0.23	
6	9,945	0.23	
7	9,945	0.23	
8	9,945	0.23	
9	9,945	0.23	
10	9,945	0.23	
11	9,945	0.23	
12	9,945	0.23	
13	9,945	0.23	
14	9,945	0.23	
15	9,945	0.23	
16	9,945	0.23	
17	9,945	0.23	
18	9,945	0.23	

BLOCK 4			
LOT #	SQUARE FEET	ACRES	
1	13,836	0.32	
2	13,010	0.30	
3	12,975	0.30	
4	12,975	0.30	
5	25,443	0.58	
6	16,309	0.37	
7	12,862	0.30	
8	13,019	0.30	
9	14,033	0.32	
10	43,010	0.98	

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L1	183.02	N144°55'W	
L2	48.07	N86°40'26"E	
L3	20.76	S85°28'15"W	
L4	60.82	N87°48'10"W	
L5	69.82	S87°49'10"E	
L6	28.25	N82°29'16"E	
L7	23.46	S32°04'31"E	
L8	23.46	N32°04'31"W	
L9	59.17	N82°40'26"E	

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C21	20.17	90.00	175.23°

- NOTES
1. PUBLIC UTILITY EASEMENTS ARE 10' IN WIDTH (5' EACH SIDE OF SHARED LOT LINES).
 2. THE AREA SHOWN AS BEING PROTECTED FROM THE SYSTEM PERFORMING OR FAILURE OF ANY LIFE SYSTEM IS POSSIBLE.
 3. THE AREA SHOWN AS BEING PROTECTED FROM THE SYSTEM PERFORMING OR FAILURE OF ANY LIFE SYSTEM IS POSSIBLE.
 4. THE AREA SHOWN AS BEING PROTECTED FROM THE SYSTEM PERFORMING OR FAILURE OF ANY LIFE SYSTEM IS POSSIBLE.
 5. THE AREA SHOWN AS BEING PROTECTED FROM THE SYSTEM PERFORMING OR FAILURE OF ANY LIFE SYSTEM IS POSSIBLE.

- LEGEND
- MONUMENT SET
 - POINT OF BEGINNING
 - RIGHT OF WAY
 - R/W
 - EX. PROPERTY LINE
 - SECTION LINE
 - PROPERTY BOUNDARY LINE
 - NEW PUBLIC UTILITY EASEMENT
 - SETBACK LINE

- LEGEND
- MONUMENT SET
 - POINT OF BEGINNING
 - RIGHT OF WAY
 - R/W
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 - SECTION LINE
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 - NEW PUBLIC UTILITY EASEMENT
 - SETBACK LINE

- LEGEND
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 - POINT OF BEGINNING
 - RIGHT OF WAY
 - R/W
 - EX. PROPERTY LINE
 - SECTION LINE
 - PROPERTY BOUNDARY LINE
 - NEW PUBLIC UTILITY EASEMENT
 - SETBACK LINE



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

22

Improvement District No. PR-17-B0
 NDDOT Projects IM-8-094(090)351 & NHS-8-081(039)925

Type: Contract Amendment #3

Location: University Drive- 18th Ave S to 21st Ave S

Date of Hearing: 4/2/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/9/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to Amendment #3 to Preliminary Engineering Reimbursement Agreement with NDDOT. NDDOT has the contract with Houston Engineering for this project but the City is responsible for 100% of the preliminary engineering costs. NDDOT has approved an additional \$33,008 in additional services for Houston. This will bring their total contract to \$399,904.63.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Tim Mahoney the Committee voted to recommend approval of Contract Amendment #3.

RECOMMENDED MOTION

Concur with Contract Work Authorization Request #8 from NDDOT and approve an additional \$33,008 for Improvement District No. PR-17-B0

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds, Special Assessments, Water Utility and Sewer Utility 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/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, 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
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson

ITEM A1

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

Memo

March 28, 2018

To: PWPEC

From: Jeremy Gorden, P.E., PTOE *Jm h*
Division Engineer - Transportation

Subject: Amendment #3 to Preliminary Engineering Reimbursement Agreement with NDDOT
S University Drive Street Reconstruction Project – 18th Avenue S to I-94 North Ramp and
21st Avenue S Intersection Improvements
City of Fargo Improvement District No. PR-17-B0
NDDOT Project No. IM-8-094(090)351

I have attached a copy of the "Contract Work Authorization Request #8" from the NDDOT with regards to this project. NDDOT has the contract with Houston Engineering for this project but the City is responsible for 100% of the preliminary engineering costs. Houston Engineering, Inc. was selected by the NDDOT Selection Committee in June 2016. The original contract value was \$200,000 and we amended it to \$366,896.63 with two contract amendments in the past year.

The NDDOT has approved an additional \$33,008 in additional services for Houston, which are a result of work associated with relocation of the pedestrian path near the westbound I-94 on-ramp, and anticipated additional changes to address contractor comments.

The NDDOT Central Office Project Managers are very thorough and I fully support their decisions on contract matters.

Recommended Motion

Concur with "Contract Work Authorization Request #8" and approve Amendment #3 in the amount of \$33,008.

Attachment

CONTRACT WORK AUTHORIZATION REQUEST

North Dakota Department of Transportation, Environmental & Transportation Services
SFN 60723 (Rev. 01-2015)

Work Authorization Number 8	Date 11/14/2017
--------------------------------	--------------------

PCN 21400	Project Number 8-081(039)924	Contract Number 19161465
Consultant Houston Engineering, Inc.		Telephone Number (701) 237-5065
Address 1401 21st Avenue North	City Fargo	State ND
		ZIP Code 58102
Authorization Group Number 2	<input type="checkbox"/> Less than \$10,000 <input checked="" type="checkbox"/> \$10,000-\$50,000 <input type="checkbox"/> \$50,000-\$100,000 <input type="checkbox"/> Greater than \$100,000	
Original Contract Date 8/16/2016	Type of Work Phase II Final Design For FGO University Dr (18th Ave I-94 Ramps)	
Contract Total Maximum \$399,904.63	Authorization Increase Requested \$33,008.00	Contract Previously Authorized \$366,896.63
		Total Authorized Amount To Date \$399,904.63

A contract work authorization is required because:**1. Description of Work**

Work associated with additional work after plan submittal and remaining efforts to close out project associated with Phase IV. A summary is included in the letter "Request for Maximum Contract Adjustment Increase" dated 10-10-17.

2. Justification:

Work associated with relocation of pedestrian path near Westbound I-94 On-Ramp and anticipated additional changes to address contractor comments and also remaining work associated with Phase IV efforts. Shop drawing review of overhead sign structures is anticipated to take significant efforts.

Detailed work activities, staffing, hours, fixed fee, expenses, and subconsultants attached: ☒ Yes ☐ No

Labor Cost Increase Requested \$10,529.00	Indirect Rate % 1.7845	Indirect Labor Cost \$18,789.00	Total Labor Cost Requested \$29,318.00
Fixed Fee Rate % 0.120	Requested Total Labor x Fixed Fee Rate \$29,318.00		Total Fixed Fee Amount Requested \$3,518.16
DIRECT EXPENSES	RATE	UNITS	COSTS
Meals			\$0.00
Lodging			\$0.00
Mileage	\$0.7300	0	\$0.00
Supplies			\$0.00
GPS	\$15.00	0	\$0.00
Miscellaneous	\$25.00	1	\$25.00
FCCM	\$146.84	1	\$146.84
			\$0.00
Sub Total			\$171.84
*SUBCONSULTANTS			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Sub Total			\$0.00
TOTAL			\$33,008.00

*Attach SFN 60233 Prime Consultant Request to Sublet. When adding subconsultants please coordinate with CAS to obtain indirect rate information.

Signature

Authorized Consultant 	Date 11/14/17	Division/District Technical Representative <input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	Date 12-19-17
Contract Administrator 	<input type="checkbox"/> Approval Recommended <input checked="" type="checkbox"/> Approved		Date 12-19-17
Office Director	<input type="checkbox"/> Approved		Date

FINAL APPROVAL SIGNATURE REQUIRED BY WORK AUTHORIZATION GROUP:

GROUP	AUTHORIZATION APPROVAL LEVEL
1. Less than \$10,000	Designated Division or District Technical Representative
2. Equal to \$10,000-\$50,000	Contract Administrator - Division or District Engineer
3. Equal to \$50,000-\$100,000	Office Director
4. Greater than \$100,000	Office Director After Review with Deputy Director

NDDOT Distribution: Submit original copy to Environmental and Transportation Services, Consultant Administrative Services, one copy to Consultant, and project file.

Houston Engineering, Inc.

8-081(039)924; PCN 21400 (Phase III)
Supplemental #4 and WAR 8 Estimate

Supplement #4 and WARR Estimate

University Drive from 18th Avenue to North I-94 Ramps

11/14/2017

KE Project No. 7950213 - Supplement #4 Callmate
11/14/2017[illegible]

TOTAL ESTIMATED COSTS

2.4.10.10

[illegible][illegible]



(23)

March 23, 2018

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102

Phone: (701) 241-1545

Fax: (701) 241-8101

E-Mail: feng@cityoffargo.com

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102**Re: Memorandum of Offer to Landowner
Temporary Construction Easement - Improvement District #BR-18-C1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-18-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Rabanus West, LLC** in association with Improvement District #BR-18-C1 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,

A handwritten signature in black ink that reads "Shawn G. Bullinger".

Shawn G. Bullinger
Land Acquisition SpecialistC: Tom Knakmuhs
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-18-C1	County Cass	Parcel(s) 12
Landowner Rabanus West, LLC		
Mailing Address 1423 10th Avenue E -Unit 206 West Fargo, ND 58078		

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

See attached exhibit(s) to the easements accompanying this Memorandum of Offer.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 4,000.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	4,000.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	4,000.00

*Description of Damages to Remainder are as follows:

Sherman Rabanus

Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that RABANUS WEST, L.L.C., a North Dakota limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE CITY OF FARGO, Cass County, a North Dakota municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of street and utility construction, and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 1, Block 1, RABANUS THIRD ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

Beginning at the southwest corner of said Lot 1, which is also the southeast corner of Lot 3, Block 1, RABANUS THIRD ADDITION, Document Number 1019879 found in the Recorder's Office of said Cass County; thence North 01 degree 35 minutes 48 seconds West along the west line of said Lot 1 for a distance of 50.00 feet; thence North 88 degrees 24 minutes 12 seconds East along a line that is 50.00 feet north of and parallel with the south line of said Lot 1 for a distance of 80.00 feet to the east line of said Lot 1; thence South 01 degree 35 minutes 48 seconds East along said east line for a distance of 50.00 feet to the southeast corner of said Lot 1; thence South 88 degrees 24 minutes 12 seconds West along the south line of said Lot 1 for a distance of 80.00 feet to the point of beginning.

Said parcel contains 4,000 square feet, more or less.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate at the completion of construction of the project, or on December 1, 2018, whichever occurs later.

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 22 day of MAR, 2018.

Rabanus West, L.L.C.

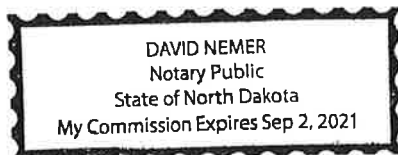
By: Herman Rabanus

Its: Pres.

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 22nd day of March, 2018, before me, a notary public in and for said county and state, personally appeared Herman Rabanus of Rabanus West, L.L.C., described in and executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)



The legal description was prepared by:

Apex Engineering
4733 Amber Valley Parkway S
Fargo, ND 58104
701-373-7980

[Signature]
Notary Public
Cass County, North Dakota

This document was prepared by:

Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

TEMPORARY EASEMENT EXHIBIT "A"

Page 1 of 2



RABANUS
THIRD
ADDITION

RABANUS
THIRD
ADDITION
BLOCK 1

LOT 1

OWNER: RABANUS WEST LLC

SE 1/4

SEC 9

T-139N R-49W

RABANUS
4TH
ADDITION

BLOCK 1

LOT 1

BLOCK 1

LOT 3

PARCEL 12

PARCEL 12
AREA = 4000 SF

N88°24'12"E
80.00'

N01°35'48"W
50.00'

S01°35'48"E
50.00'

S88°24'12"W
80.00'

POB
SW CORNER
LOT 1

SOUTH LINE
LOT 1

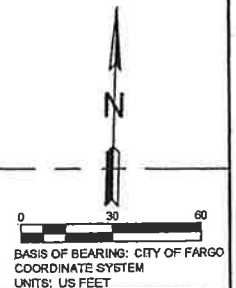
75.00' RW

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- ▨ PARCEL 12
- CONTROLLED ACCESS
(NO ACCESS ALLOWED)
- POB POINT OF BEGINNING

SECTION LINE

13TH AVE S



TEMPORARY CONSTRUCTION EASEMENT
13TH AVENUE RECONSTRUCTION
PARCEL 12 - EXHIBIT "A"
LOT 1, BLOCK 1, RABANUS THIRD ADDITION
FARGO, NORTH DAKOTA

Apex Project #: 17.103.0120
Date: 01/12/2018
Drawn By: Josh J.
Checked By: Boyd E.
Approved By: Boyd E.

TEMPORARY EASEMENT EXHIBIT "A"

Parcel 12

Temporary Easement

That part of Lot 1, Block 1, RABANUS THIRD ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

Beginning at the southwest corner of said Lot 1, which is also the southeast corner of Lot 3, Block 1, RABANUS THIRD ADDITION, Document Number 1019879 found in the Recorder's Office of said Cass County; thence North 01 degree 35 minutes 48 seconds West along the west line of said Lot 1 for a distance of 50.00 feet; thence North 88 degrees 24 minutes 12 seconds East along a line that is 50.00 feet north of and parallel with the south line of said Lot 1 for a distance of 80.00 feet to the east line of said Lot 1; thence South 01 degree 35 minutes 48 seconds East along said east line for a distance of 50.00 feet to the southeast corner of said Lot 1; thence South 88 degrees 24 minutes 12 seconds West along the south line of said Lot 1 for a distance of 80.00 feet to the point of beginning.

Said parcel contains 4000 square feet, more or less.



SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the state of North Dakota.

Boyd D. Erbele
Boyd D. Erbele, PLS Reg. No. LS-7986
Date: 1-15-2018



TEMPORARY CONSTRUCTION EASEMENT
13TH AVENUE RECONSTRUCTION
PARCEL 12 - EXHIBIT "A"
LOT 1, BLOCK 1, RABANUS THIRD ADDITION
FARGO, NORTH DAKOTA

Apex Project #: 17.103.0120
Date: 01/12/2018
Drawn By: Josh J
Checked By: Boyd E
Approved By: Boyd E



April 4, 2018

ENGINEERING DEPARTMENT

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: Improvement District No. BN-18-J1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 4, 2018, for Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incidentals, Improvement District No. BN-18-J1, located at Bluebell Loop South and Foxtail Lane South between, south of 48th Avenue South and west of Veterans Boulevard South.

The bids were as follows:

Dakota Underground Co.	\$1,075,688.62
KPH, Inc.	\$1,181,765.90
Master Construction Co., Inc.	\$1,323,728.40
Gladden Construction, Inc.	\$1,430,417.06

Engineer's Estimate	\$1,353,489.40
---------------------	----------------

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co. in the amount of \$1,075,688.62 as the lowest and best bid. No protests have been received.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-18-J1****Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter,
Asphalt Pavement, Lighting & Incide**

Rocking Horse Farms 5th Addition - Bluebell Loop S and Foxtail Lane S

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:

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incide Improvement District #
BN-18-J1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,590.00	0.01	15.90
2 F&I Manhole 4' Dia Reinf Conc	EA	10.00	3,800.00	38,000.00
3 Connect Pipe to Exist Pipe	EA	2.00	1,000.00	2,000.00
4 F&I Pipe SDR 26 - 6" Dia PVC	LF	2,220.00	20.00	44,400.00
5 F&I Pipe SDR 26 - 8" Dia PVC	LF	1,197.00	40.00	47,880.00
6 F&I Pipe SDR 26 - 10" Dia PVC	LF	363.00	66.00	23,958.00
7 F&I Pipe SDR 26 - 12" Dia PVC	LF	30.00	100.00	3,000.00
Sanitary Sewer Total				159,253.90
Cass Rural Water District Water Main				
8 F&I Fittings C153 Ductile Iron	LB	658.00	4.00	2,632.00
9 F&I Hydrant	EA	3.00	4,200.00	12,600.00
10 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	17.00	25.00	425.00
11 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,736.00	25.00	43,400.00
12 F&I Tapping Sleeve & Valve 12"x8"	EA	3.00	4,000.00	12,000.00
13 F&I Gate Valve 6" Dia	EA	3.00	850.00	2,550.00
14 F&I Gate Valve 8" Dia	EA	2.00	1,165.00	2,330.00
15 F&I Hydrant Ext. 6" High	EA	1.00	565.00	565.00
16 F&I Hydrant Ext. 30" High	EA	1.00	900.00	900.00
17 F&I Pipe 1" Dia Copper	LF	2,244.00	15.50	34,782.00
18 Connect Water Service	EA	48.00	540.00	25,920.00
19 F&I Meter Vault	EA	3.00	1,500.00	4,500.00
Cass Rural Water District Water Main Total				142,604.00
Storm Sewer				
20 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1,434.00	0.01	14.34
21 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	362.00	0.01	3.62
22 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	41.00	0.01	0.41
23 F&I Manhole 4' Dia Reinf Conc	EA	13.00	2,225.00	28,925.00
24 F&I Manhole 5' Dia Reinf Conc	EA	3.00	3,400.00	10,200.00
25 F&I Manhole 6' Dia Reinf Conc	EA	1.00	4,600.00	4,600.00
26 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	2,500.00	5,000.00
27 F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1.00	4,500.00	4,500.00
28 F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	1,860.00	18,600.00
29 F&I Inlet - Round (RDI) Reinf Conc	EA	10.00	1,100.00	11,000.00
30 Remove Inlet	EA	1.00	250.00	250.00
31 Connect Pipe to Exist Structure	EA	2.00	500.00	1,000.00
32 F&I Pipe SDR 26 - 12" Dia PVC	LF	945.00	28.00	26,460.00
33 F&I Pipe SDR 26 - 15" Dia PVC	LF	279.00	35.00	9,765.00
34 F&I Pipe 15" Dia Reinf Conc	LF	982.00	36.00	35,352.00
35 F&I Pipe 18" Dia Reinf Conc	LF	188.00	40.00	7,520.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-18-J1****Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter,
Asphalt Pavement, Lighting & Incide**

36 F&I Pipe 21" Dia Reinf Conc	LF	126.00	50.00	6,300.00
37 F&I Pipe 36" Dia Reinf Conc	LF	362.00	110.00	39,820.00
38 F&I Pipe 48" Dia Reinf Conc	LF	41.00	155.00	6,355.00
39 F&I Rip Rap Rock	CY	52.00	85.00	4,420.00
40 F&I Pipe w/GB 15" Dia Reinf Conc	LF	138.00	45.00	6,210.00
41 F&I Flared End Section 15" Dia Reinf Conc	EA	1.00	650.00	650.00
42 F&I Flared End Section 36" Dia Reinf Conc	EA	2.00	2,000.00	4,000.00
43 F&I Flared End Section 48" Dia Reinf Conc	EA	1.00	2,200.00	2,200.00
Storm Sewer Total				233,145.37
Paving				
44 Topsoil - Spread	LS	1.00	15,000.00	15,000.00
45 Topsoil - Strip	LS	1.00	20,000.00	20,000.00
46 Excavation	CY	18,821.00	3.50	65,873.50
47 Subcut	CY	2,138.00	5.00	10,690.00
48 Subgrade Preparation	SY	6,415.00	1.50	9,622.50
49 F&I Woven Geotextile	SY	6,415.00	1.65	10,584.75
50 F&I Class 5 Agg - 7" Thick	SY	6,415.00	6.00	38,490.00
51 F&I Edge Drain 4" Dia PVC	LF	3,459.00	6.00	20,754.00
52 F&I Curb & Gutter Mountable (Type I)	LF	3,506.00	14.00	49,084.00
53 Remove Curb & Gutter	LF	292.00	5.00	1,460.00
54 F&I Sidewalk 4" Thick Reinf Conc	SY	1,119.00	36.00	40,284.00
55 F&I Sidewalk 6" Thick Reinf Conc	SY	115.00	45.00	5,175.00
56 Remove Sidewalk 4" Thick Conc	SY	213.00	10.00	2,130.00
57 F&I Det Warn Panels Cast Iron	SF	211.00	40.00	8,440.00
58 F&I Aggregate for Asph Pavement FAA 43	TON	1,811.00	40.00	72,440.00
59 F&I Asphalt Cement PG 58-34	GAL	26,050.00	1.80	46,890.00
60 Casting to Grade - Blvd	EA	29.00	200.00	5,800.00
61 Casting to Grade - no Conc	EA	21.00	350.00	7,350.00
62 GV Box to Grade - Blvd	EA	3.00	100.00	300.00
63 GV Box to Grade - no Conc	EA	2.00	350.00	700.00
64 Curb Stop Box to Grade	EA	48.00	25.00	1,200.00
65 Traffic Control - Type 1	LS	1.00	1,650.00	1,650.00
66 F&I Sign Assembly	EA	8.00	90.00	720.00
67 Relocate Sign Assembly	EA	3.00	25.00	75.00
68 F&I Diamond Grade Cubed	SF	54.90	20.00	1,098.00
69 Fill - Impervious	CY	704.00	6.50	4,576.00
Paving Total				440,386.75
Street Lighting				
70 F&I Pull Box	EA	2.00	1,500.00	3,000.00
71 F&I Conductor #6 USE Cu	LF	5,082.00	1.30	6,606.60
72 F&I Innerduct 1.5" Dia	LF	1,574.00	9.50	14,953.00
73 F&I Luminaire Type A	EA	14.00	1,505.00	21,070.00
74 F&I Light Standard Type A	EA	14.00	1,250.00	17,500.00
75 F&I Base 6' Deep Reinf Conc	EA	14.00	855.00	11,970.00
Street Lighting Total				75,099.60
Miscellaneous				
76 Mulching Type 1 - Hydro	SY	23,716.00	0.30	7,114.80
77 Seeding Type B	SY	23,716.00	0.20	4,743.20
78 Stormwater Management	LS	1.00	1,000.00	1,000.00
79 Temp Construction Entrance	EA	3.00	500.00	1,500.00
80 Silt Fence - Standard	LF	3,140.00	1.90	5,966.00
81 Inlet Protection - New Inlet	EA	23.00	125.00	2,875.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-J1

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter,
Asphalt Pavement, Lighting & Incide

82 Inlet Protection - Existing Inlet	EA	16.00	125.00	2,000.00
			Miscellaneous Total	25,199.00
			Total Construction in \$	1,075,688.62
		Engineering	7.00 %	75,298.20
		Legal & Misc	3.00 %	32,270.66
		Contingencies	10.00 %	107,568.86
		Administration	6.00 %	64,541.32
		Interest	4.00 %	43,027.54
		Total Estimated Costs		1,398,395.21
		Special Assessments		1,213,010.01
		Cass Rural WUD Funds		185,385.20
		Unfunded Costs		0.00

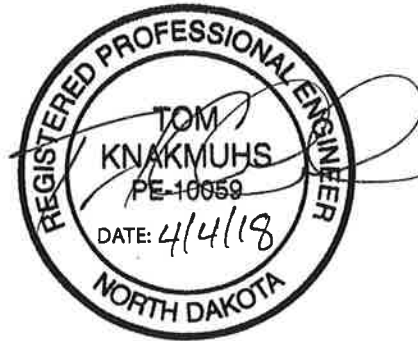
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/04/2018



Tom Knakmuhs

Division Engineer



24-2

April 4, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-17-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 4, 2018, for Street Lighting & Incidentals, Improvement District No. SL-17-B1, located at the area bordered by 13th Avenue South and I-94; University Drive to 21st Street.

The bids were as follows:

Moorhead Electric	\$1,649,840.10
Strata Corporation	\$1,658,420.50
Engineer's Estimate	\$1,866,519.40

The special assessment escrow is not required.

There were six protests received amounting to less than 1% of the district. This office recommends award of the contract to Moorhead Electric in the amount of \$1,649,840.10 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # SL-17-B1****Street Lighting & Incidentals**

Area bordered by 13th Ave S and I-94; University Drive to 21st Street

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 Jeremy Gorden, 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:

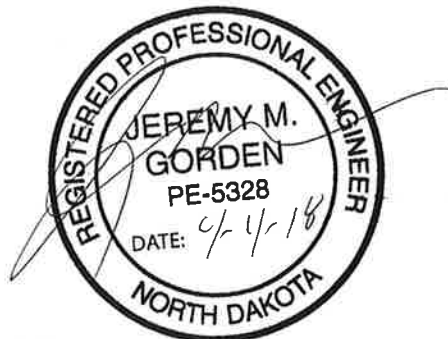
Street Lighting & Incidentals Improvement District # SL-17-B1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lighting				
1 F&I Base 6' Deep Reinf Conc	EA	4.00	910.00	3,640.00
2 Remove Base	EA	5.00	500.00	2,500.00
3 F&I Feed Point	EA	7.00	9,800.00	68,600.00
4 F&I Innerduct 1.5" Dia	LF	54,296.00	6.95	377,357.20
5 F&I Luminaire Type A	EA	394.00	455.00	179,270.00
6 F&I Luminaire Type B	EA	4.00	325.00	1,300.00
7 F&I Luminaire Type C	EA	44.00	395.00	17,380.00
8 F&I Light Standard Type A	EA	394.00	985.00	388,090.00
9 F&I Light Standard Type B	EA	4.00	1,075.00	4,300.00
10 F&I Base 5' Deep Reinf Conc	EA	394.00	905.00	356,570.00
11 F&I Conductor #6 USE Cu	LF	161,154.00	1.35	217,557.90
12 Remove Street Light	EA	5.00	115.00	575.00
13 Remove Feed Point	EA	4.00	850.00	3,400.00
14 Remove Pull Box	EA	1.00	500.00	500.00
15 F&I Pull Box	EA	9.00	950.00	8,550.00
16 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	105.00	10,500.00
17 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	125.00	6,250.00
18 Traffic Control - Minor	LS	1.00	3,500.00	3,500.00
Street Lighting Total				1,649,840.10
Total Construction in \$				1,649,840.10
Engineering			11.00 %	181,482.41
Legal & Misc			3.00 %	49,495.20
Contingencies			10.00 %	164,984.01
Administration			6.00 %	98,990.41
Interest			4.00 %	65,993.60
Total Estimated Costs				2,210,785.73
Special Assessments				2,187,496.53
Utility Funds - Street Lights - 528				23,289.20
Unfunded Costs				0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/04/2018


Jeremy Gorden
Division Engineer



COVER SHEET
CITY OF FARGO PROJECTS

25-1

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Improvement District No. BN-18-A

Call For Bids April 9, 2018

Advertise Dates April 16 & 23, 2018

Bid Opening Date May 2, 2018

Substantial Completion Date September 15, 2018

Final Completion Date October 15, 2018

N/A PWPEC Report (Attach Copy) **Part of 2018 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

SANITARY SEWER, STORM SEWER, WATER MAIN, PAVING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-A

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, site grading and incidentals on 66th, 68th and 69th Avenue South and 15th Street South.

Purpose

This project will allow for development of the land within the Bison Meadows Addition as requested by the developer.

Feasibility

The estimated cost of construction is \$2,551,361.25.

The costs for the improvement district are estimated as follows:

City of Fargo Special Assessed Costs


<u>Estimated Construction Cost:</u>	\$ 2,217,933.25
Engineering Fees (11%):	\$ 243,972.66
Legal & Misc Fees (3%):	\$ 66,538.00
Administration Fees (6%):	\$ 133,075.99
Interest Fees (4%):	\$ <u>88,717.33</u>
Total Estimated Assessed Cost:	\$ 2,750,237.23

Cass Rural Water Special Assessment Cost

<u>Estimated Construction Cost:</u>	\$ 333,428.00
Engineering Fees (11%):	\$ 36,677.08
Legal & Misc Fees (3%):	\$ 10,002.84
Administration Fees (6%):	\$ 20,005.68
Interest Fees (4%):	\$ <u>13,337.12</u>
Total Estimated Assessed Cost:	\$ 413,450.72

We believe this project to be cost effective.




 Thomas Knakmuhs, P.E.
 Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, STORM SEWER, WATER MAIN, PAVING, STREET LIGHTING
AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-A

LOCATION:

66th Avenue South, 68th Avenue South, 69th Avenue South and 14th, 15th, and 16th Street South, east of 17th Street South and north of 70th Avenue South.

COMPRISING:

Lots 1 through 56, inclusive, Block 2
Lots 1 through 18, inclusive, Block 3
Lots 33 through 56, inclusive, Block 3
Lots 1 through 45, inclusive, Block 4
Lots 1 through 21, inclusive, Block 5
Lots 1 through 26, inclusive, Block 6
Lots 1 through 26, inclusive, Block 7
Lots 1 through 22, inclusive, Block 8
Lots 1 through 32, inclusive, Block 9
Lots 13 through 36, inclusive, Block 10

All platted within Bison Meadows 2nd Addition

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



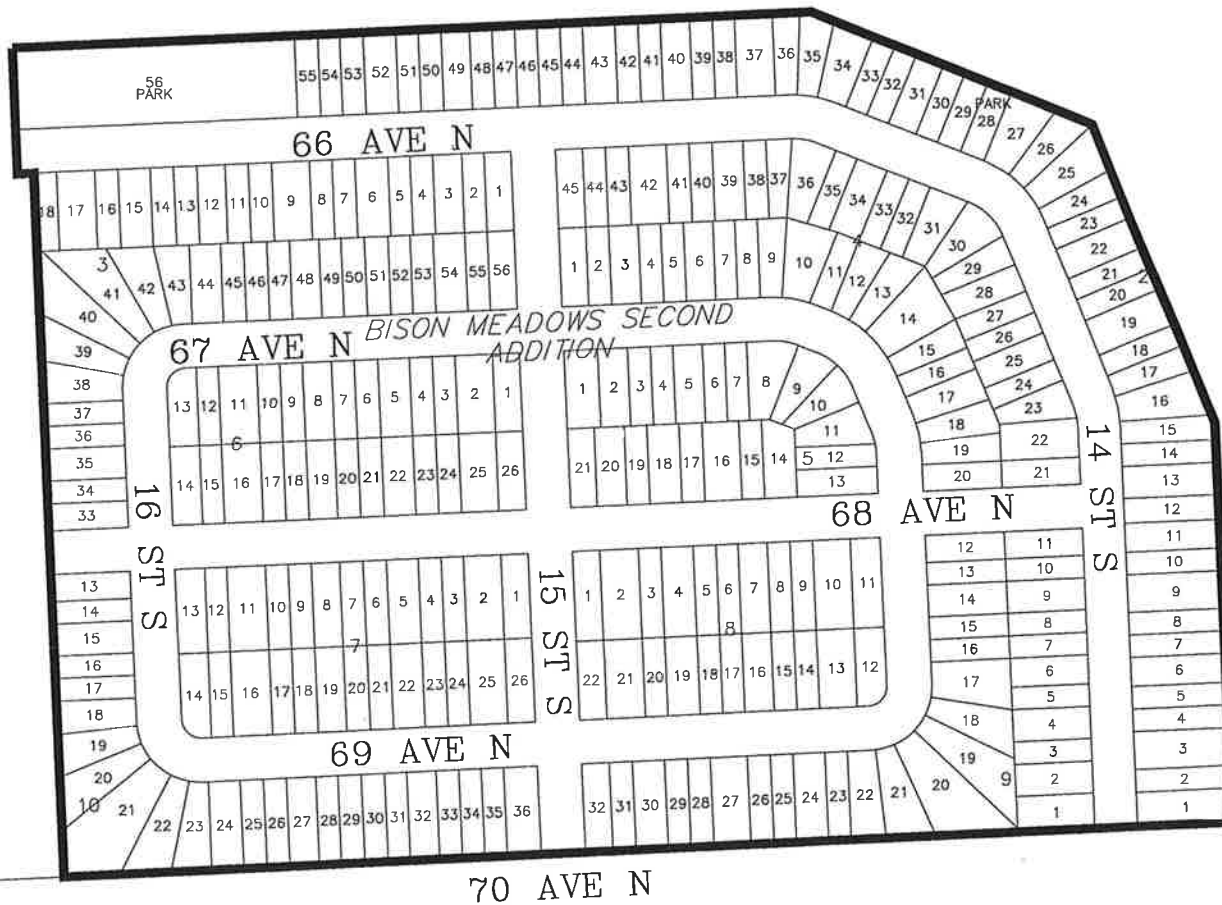
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CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, STORM SEWER, WATER MAIN,
PAVING, STREET LIGHTING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-A

COVER SHEET
CITY OF FARGO PROJECTS

25-2

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Improvement District No. BN-18-B

Call For Bids April 9, 2018

Advertise Dates April 16 & 23, 2018

Bid Opening Date May 16, 2018

Substantial Completion Date September 24, 2018

Final Completion Date October 24, 2018

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Satterlund

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-B1

Type: Infrastructure Request

Location: Grayland First Addition

Date of Hearing: 2/20/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/9/18</u>
PWPEC File	<u>X</u>
Project File	<u>Brenda Derrig</u>

The Committee reviewed the communication from Division Engineer, Brenda Derrig, regarding a request for infrastructure to service a portion of Grayland First Addition.

Staff is recommending approval for the creation of a project to be designed and bid in house.

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

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the creation of Improvement District No. BN-18-B1.

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)

<u>Yes</u>	<u>No</u>
<u>Y</u>	<u> </u>
<u>Y</u>	<u> </u>
<u>Y</u>	<u> </u>


COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, 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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
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ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-B

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement and incidentals on 54th and 55th Avenues South between 63rd and 67th Street South and on 66th Street and 67th Street South all located within Grayland First Addition.

Purpose

This project is to provide infrastructure for new residential housing within Grayland 1st Addition and to the West Fargo elementary school site at the corner of 54th Avenue South and 63rd Street South.

Feasibility

The estimated cost of construction is \$1,516,717.00.

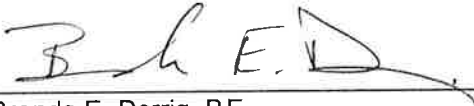
The costs for the improvement district are estimated as follows:

Special Assessed Costs

<u>Estimated Construction Cost:</u>	\$ 1,516,717.00
Engineering Fees (11%):	\$ 166,838.87
Legal & Misc Fees (3%):	\$ 45,501.51
Administration Fees (6%):	\$ 91,003.02
Interest Fees (4%):	\$ 60,668.68
Total Estimated Assessed Cost:	\$ 1,880,729.08

We believe this project to be cost effective.




Brenda E. Derrig, P.E.
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, PAVING,
STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-B

LOCATION:

On 54th Avenue South, 100' west of 66th Street South, east to 63rd Street South.
On 55th Avenue South from 67th Street South, east to 66th Street South.
On 67th Street South from 165' south of 55th Avenue South, north to 55th Avenue South.
On 66th Street South from 55th Avenue South, north to 176' north of 54th Avenue South.

COMPRISING:

Lots 1 through 26, Block 1.
Lots 1 through 11, Block 2.
Lots 1 through 18, Block 3.
Lots 1 through 10, Block 4.

All platted in Grayland First Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER,
PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-B

COVER SHEET
CITY OF FARGO PROJECTS

25-3

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-18-G2

Call For Bids April 9, 2018

Advertise Dates April 16 & 23, 2018

Bid Opening Date May 16, 2018

Substantial Completion Date October 13, 2018

Final Completion Date November 13, 2018

N/A PWPEC Report (Attach Copy) (**Part of 2018 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Aaron Edgar / Brian Skanson

Phone No. 476-6634

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
WATER MAIN REPLACEMENT, STREET RECONSTRUCTION,
& INCIDENTALS
IMPROVEMENT DISTRICT NO. BR-18-G2

Nature & Scope

This project is for the replacement of the water main and street reconstruction including street lighting and a signalized crosswalk on 4th Street South.

The project will be on 4th Street South from 6th Avenue to 2nd Street and on 6th Avenue South from 4th Street to approximately 250 feet to the west.

Purpose

The existing water mains are cast iron, which were installed over 80 years ago and are being replaced to minimize impacts and costs associated with breaks. Replacement of the water main with DR-18 PVC pipe will correct the situation.

The existing concrete pavement, installed in 1980, has deteriorated over the years. The reconstruction will include new doweled concrete pavement with bike lanes along the curbs.

Aging streetlights will be replaced with new LED street lights on the entire project area.

New signalized crosswalk will replace the existing crosswalk connecting the Fargo Moorhead Community Theater to the existing parking lot to the east across 4th Street.

The project will be funded by a combination of Sales Tax, Water Main, Sanitary Sewer, Street Rehabilitation, and Special Assessments. Assessments will be applied per City policy for the water main replacement, sanitary sewer replacement, street reconstruction, streetlights and traffic signals.

Feasibility

The estimated cost of construction is \$1,719,000. The cost breakdown is as follows:

<u>Sanitary Sewer Costs</u>	\$ 22,200
Assessed Costs:	\$ 4,775
Plus 11% Engineering Fees:	\$ 525
Plus 6% Administration Fees:	\$ 287
Plus 4% Interest Fees:	\$ 191
Plus 3% Legal Fees:	\$ 143
Total Assessed Costs:	\$ 5,921
City Funded Costs:	\$ 17,425
Plus 6% Engineering Fees:	\$ 1,046
Plus 4% Interest Fees:	\$ 697
Plus 3% Legal Fees:	\$ 523
Total City Funded Costs:	\$ 19,690
Total Estimated Sanitary Sewer Costs:	\$ 25,611

Water Main Costs**\$ 418,000**

Local Main Assessed Costs:	\$ 159,750
Plus 11% Engineering Fees:	\$ 17,573
Plus 6% Administration Fees:	\$ 9,585
Plus 4% Interest Fees:	\$ 6,390
Plus 3% Legal Fees:	\$ 4,793
Total Assessed Costs:	\$ 198,090

Local Main City Funded Costs:	\$ 159,750
Plus 6% Engineering Fees:	\$ 9,585
Plus 4% Interest Fees:	\$ 6,390
Plus 3% Legal Fees:	\$ 4,793
Total City Funded Costs:	\$ 180,518

Trunk Main City Funded Costs:	\$ 98,500
Plus 6% Engineering Fees:	\$ 5,910
Plus 4% Interest Fees:	\$ 3,940
Plus 3% Legal Fees:	\$ 2,955
Total City Funded Costs:	\$ 111,305

Total Estimated Water Main Costs: \$ 489,913**Street Lights Costs****\$ 81,000**

Assessed Costs:	\$ 40,500
Plus 11% Engineering Fees:	\$ 4,455
Plus 6% Administration Fees:	\$ 2,430
Plus 4% Interest Fees:	\$ 1,620
Plus 3% Legal Fees:	\$ 1,215
Total Assessed Costs:	\$ 50,220

City Funded Costs:	\$ 40,500
Plus 6% Engineering Fees:	\$ 2,430
Plus 4% Interest Fees:	\$ 1,620
Plus 3% Legal Fees:	\$ 1,215
Total City Funded Costs:	\$ 45,765

Total Estimated Street Lights Costs: \$ 95,985**Street Reconstruction Costs****\$ 1,197,800**

Assessed Costs:	\$ 721,354
Plus 11% Engineering Fees:	\$ 79,349
Plus 6% Administration Fees:	\$ 43,281
Plus 4% Interest Fees:	\$ 28,854
Plus 3% Legal Fees:	\$ 21,641
Total Assessed Costs:	\$ 894,479

City Funded Costs:	\$ 476,446
Plus 6% Engineering Fees:	\$ 28,587
Plus 4% Interest Fees:	\$ 19,058
Plus 3% Legal Fees:	\$ 14,293
Total City Funded Costs:	\$ 538,384

Total Estimated Street Reconstruction Costs: \$ 1,432,863


Project Funding Summary

Sanitary Sewer Funds (521)	0.96%	\$ 19,690
Water Main Funds (501)	8.83%	\$ 180,518
Water Div Budget (501)	5.45%	\$ 111,305
Street Sales Tax Fund (420)	28.57%	\$ 584,149
Special Assess.	56.19%	\$ 1,148,710
Total Estimated Project Cost		\$ 2,044,372

The cost to property owners will be per City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT,
STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-G

LOCATION:

On 4th Street South from 2nd Street South to 13th Avenue South.
On 6th Avenue South from 4th Street South to 250' west .
On 10th Avenue South from 4th Street South to the east.
On 11th Avenue South from 4th Street South to the east.

COMPRISING:

Lots 1 thru 12, inclusive, Block 23.
Lots 1 thru 12, inclusive, Block 34.
All in Original Townsite.

Lots 1 thru 12, inclusive, Block 35.
Lots 1 thru 3, inclusive, Block 44.
All in Northern Pacific Addition.

Fred C. Hagen Addition

Lot 1, inclusive, Block 1.
All in St. John's Addition.

Lots 1 thru 22, inclusive, Block G.
Lots 1 thru 26, inclusive, Block H.
All of Block Tt.
Lots 1 thru 12, inclusive, Block I.
Lots 1 thru 24, inclusive, Block K.
Lots 1 thru 24, inclusive, Block L.
Lots 1 thru 24, inclusive, Block U.
Lots 1 thru 24, inclusive, Block V.
Lots 1 thru 12, inclusive, Block W.
All in Charles A. Roberts' Addition.

Lots 1 thru 12, inclusive, Block X.
Lots 1 thru 24, inclusive, Block Y.
Lots 1 thru 24, inclusive, Block Z.

Location and Comprising
Improvement District No. BR-18-G
Page 2

Lots 1 thru 12, inclusive, Block LL.
Lots 1 thru 24, inclusive, Block KK.
Lots 1 thru 24, inclusive, Block II.
Lots 1 thru 24, inclusive, Block OO.
Lots 1 thru 24, inclusive, Block NN.
Lots 1 thru 12, inclusive, Block MM.
All in Erskine's Addition.

Lots 1 thru 16, inclusive, Block 1.
Lots 1 thru 10 and Lots 15 thru 26, inclusive, Block 2.
Lots 1 thru 17, inclusive, Block 3.
Lots 1 thru 26, inclusive, Block 4.
Lots 1 thru 18, inclusive, Block 5.
Lots 1 thru 18, inclusive, Block 6.
Lots 1 thru 15, inclusive, Block 7.
Lots 1 thru 18, inclusive, Block 8.
Lots 1 thru 10, inclusive, Block 9.
Lots 1 thru 8, inclusive, Block 10.
All in Woodruff's Addition.

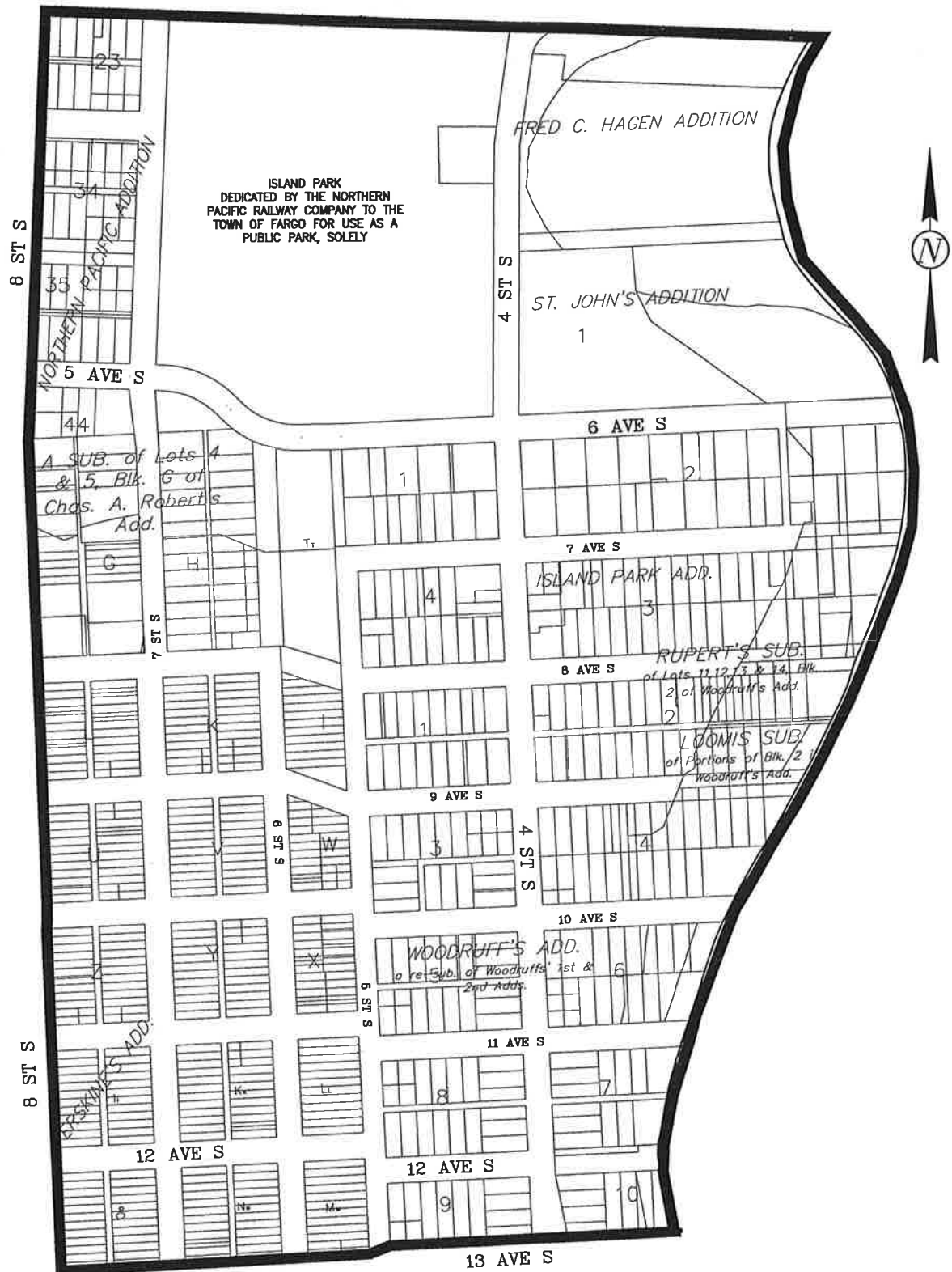
Lots A thru H, inclusive, Block 2 of Woodruff's Addition.
All in Rupert's Subdivision.

Lots 1 thru 6, inclusive, Block 2 of Woodruff's Addition.
All in Loomis Subdivision.

Lots 1 thru 8, inclusive, Block 1.
Lots 1 thru 24, inclusive, Block 2.
Lots 1 thru 22, inclusive, Block 3.
Lots 1 thru 8, inclusive, Block 4.
All in Island Park Addition.

All of the unplatted land laying in the north half of Section 7, Township 139, Range 48, bound on the north by 2nd Avenue South, bound on the south by 6th Avenue South, bound on the west by 8th Street South, and bound on the east by the Red River of the North.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

WATER MAIN REPLACEMENT, STREET
RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-G

COVER SHEET
CITY OF FARGO PROJECTS

254

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Storm Sewer Lift Station Modifications & Incidentals

Improvement District No. NR-18-A

Call for Bids April 9th, 2018

Advertise Dates April 16th & 23rd, 2018

Bid Opening Date May 16th, 2018

Substantial Completion Date March 1st, 2019

Final Completion Date June 15th, 2019

N/A PWPEC Report (**Part of the 2018 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Rob Hasey

Phone No. 476-4041

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
STORM SEWER LIFT STATION MODIFICATIONS & INCIDENTALS
IMPROVEMENT DISTRICT NR-18-A

Nature & Scope

The Fargo Street Department has identified several storm sewer lift stations that are in need of repair and safety upgrades. The lift stations on this project include #21 & #54.

Purpose

The purpose of this project is to make the necessary repairs to the lift stations which include pump replacement, adding safety features such as sluice gate manholes upstream of the lift stations to provide positive closure while cleaning, adding piping that the City vacator trucks can connect onto for yearly cleaning operations, adding catwalks for safety & adding SCADA capability for remote monitoring.

This project will be funded by special assessments and the Storm Sewer Utility Fund 524 as identified in the 2018 Capital Improvement Plan.

Feasibility

The costs of these improvements are estimated as follows:

Site 1:

Estimated Construction Cost:	\$ 320,450.00
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Assessed Portion:	\$ 160,225.00
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Plus 11% Engineering Fees:	\$ 17,624.75
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Plus 6% Administration Fees:	\$ 9,613.50
------------------------------	-------------

Plus 4% Interest Fees:	\$ 6,409.00
------------------------	-------------

Plus 3% Legal/Misc. Fees:	\$ 4,806.75
---------------------------	-------------

Consulting Engineering Design Fees:	\$ 4,499.00
-------------------------------------	-------------

Total Assessed:	\$ 203,178.00
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City Portion:	\$ 160,225.00
---------------	---------------

Plus 6% Engineering Fees:	\$ 9,613.50
---------------------------	-------------

Plus 4% Interest Fees:	\$ 6,409.00
------------------------	-------------

Plus 3% Legal/Misc. Fees:	\$ 4,806.75
---------------------------	-------------

Consulting Engineering Design Fees:	\$ 4,499.00
-------------------------------------	-------------

Total City (Storm Sewer Utility Fund 524)	\$ 185,553.25
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Engineer's Report
Improvement District NR-18-A
Page 2


Site 2:

Estimated Construction Cost:	\$ 98,100.00
Plus 6% Engineering Fees:	\$ 5,886.00
Plus 4% Interest Fees:	\$ 3,924.00
Plus 3% Legal/Misc. Fees:	\$ 2,943.00
Consulting Engineering Design Fees:	\$ 4,000.00
100% City (Storm Sewer Utility Fund 524)	\$ 114,853.00

Funding

Special Assessments (40.35%)	\$ 203,178.00
Storm Sewer Utility Fund 524 (59.65%)	\$ 300,406.25




Jody R. Bertrand, P.E.
Division Engineer

March 2018

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER LIFT STATION
MODIFICATIONS & INCIDENTALS

IMPROVEMENT DISTRICT NO. NR-18-A

LOCATION (Site 1):

Storm Sewer Lift Station #21 located on Drain 3 west of 18th Street North.

COMPRISING (Site 1):

An area bound on the north by 3rd Avenue North, bound on the south by Main Avenue, bound on the west by 25th Street North, and bound on the east by University Drive North.

An area bound on the north by Northern Pacific Avenue North, on the east by 10th Street North, on the south by Main Avenue and on the West by University Drive North.

An area bound on the north by 17th Avenue North, on the east by University Drive North, on the south by 12th Avenue North and on the west by 18th Street North.

Areas included outside the boundaries as follows:

Lot 1, Block 1.

Located in Pantzke Addition.

Lots 1 through 20, Inclusive, Block 1.

Lots 1 through 20, Inclusive, Block 2.

Lots 1 through 20, Inclusive, Block 3.

Lots 1 through 20, Inclusive, Block 4.

Lots 1 through 20, Inclusive, Block 5.

Lots 1 through 20, Inclusive, Block 6.

Lots 1 through 10, Inclusive, Block 7.

Lots 1 through 26, Inclusive, Block 9.

Lots 1 through 26, Inclusive, Block 10.

Lots 1 through 26, Inclusive, Block 11.

Lots 1 through 26, Inclusive, Block 12.

Lots 1 through 26, Inclusive, Block 13.

Lots 1 through 26, Inclusive, Block 14.

Lots 14 through 27, Inclusive, Block 15.

Lots 12 through 27, Inclusive, Block 16.

All in Tyler's Subdivision.

Lots 1 through 3, Inclusive, Block 1.

All in RHI Addition.

Lots 1, 2, 4 & 5, Block 1.

All in MNPF Subdivision.

Location and Comprising
Improvement District NR-18-A
Page 2

Lots 1 & 2, Block 1.
Located in North Park Maintenance Addition.

Lots 1 through 9, Inclusive, Block 1.
Lots 1 through 12, Inclusive, Block 2.
Lots 1 through 24, Inclusive, Block 5.
Lots 1 through 24, Inclusive, Block 6.
Lots 1 through 24, Inclusive, Block 7.
Lots 1 through 24, Inclusive, Block 8.
Lots 1 through 16, Inclusive, Block 9.
Lots 1 through 22, Inclusive, Block 10.
Lots 1 through 24, Inclusive, Block 11.
Lots 1 through 18, Inclusive, Block 12.
Lots 22 through 24, Inclusive, Block 12.
All in Reeve's Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Elim Rehabilitation Addition.

Lots 1 through 3, Inclusive, Block 17.
Lots 1 through 6, Inclusive, Block 32.
Lots 1 through 3, Inclusive, Block 38.
Lots 1 through 6, Inclusive, Block 39.
Lots 1 through 6, Inclusive, Block 40.
Lots 1 through 9, Inclusive, Block 41.
Lots 1 & 2, Block 42.
Lots A through G, Inclusive, Block 42 Tyler & Benton's Subdivision.
Lots 1 through 6, Inclusive, Block 43.
Lots 1 through 6, Inclusive, Block 44.
Lots 1 through 10, Inclusive, Block 45 Mealey's Subdivision.
Lots 1 through 6, Inclusive, Block 46.
Lots 1 through 5, Inclusive, Block 47.
All in Roberts' Second Addition.

Lots 1 through 6, Inclusive, Block 1.
All in Fargo Park District North Maintenance Addition.

Lots A through G, Inclusive, Block 3.
Lot J, Block 3.
Lots 1 through 3, Inclusive, Block 4.
Lots 7 through 18, Inclusive, Block 4.
Lots 1 through 6, Inclusive, Block 5.
Lots A through J, Inclusive, Block 5.
Lots 1 through 6, Inclusive, Block 6.
Lots A through K, Inclusive, Block 6.
Lots 1 through 10, Inclusive, Block 7.
All in Harwood's Addition.

Lot 1, Block 11.
Lots 3 through 11, Inclusive, Block 11.
Lots 1 through 11, Inclusive, Block 12.

Location and Comprising
Improvement District NR-18-A
Page 3

Lots 1 through 11, Inclusive, Block 13.
Lots 1 through 10, Inclusive, Block 16.
Lots 1 through 10, Inclusive, Block 17.
Lots 1 through 10, Inclusive, Block 18.
All in Harwood's 2nd Addition.

Lots 1 through 13, Inclusive, Block 9.
Lots 1 through 14, Inclusive, Block 10.
Lots 1 through 10, Inclusive, Block 19.
Lots 1 through 10, Inclusive, Block 20.
All in Harwood's 3rd Addition.

Lots 1 through 12, Inclusive, Block 1.
Lots 1 through 16, Inclusive, Block 2.
All in Stern's Addition.

Lots 1 through 6, Inclusive, Block 10.
Lots 17 through 22, Inclusive, Block 10.
All in Hobson's Subdivision of Block 10 Chapin's Addition.

Lots 1 through 7, Inclusive, Block 11.
Lots 18 through 24, Inclusive, Block 11.
All in Stewart's Subdivision of Block 11 Chapin's Addition.

Lots A through E, Inclusive, Block 6.
Lots D through M, Inclusive, Block 12.
Lots G through K, Inclusive, Block 13.
Lots B through D, Inclusive, Block 14.
Lots B & C, Block 15.
Lot A, Block 16.
Lots D & E, Block 17.
All in Chapin's Addition.

Lots 6 through 13, Inclusive, Block 16.
All in Wilson's Subdivision of Block 16 Chapin's Addition.

Lot 6, Block 18.
Lots A through H, Inclusive, Block 18.
All in Marelus Subdivision of Block 18 Chapin's Addition.

Lot 8, Block 1.
Located in Montplaisir's Subdivision of Lot A Block 14 & Lot A Block 15 Chapin's Addition.

Lots 1 & 2, Block 1.
Located in Rhett's Row Addition.

Lots 1 through 18, Inclusive, Block 15.
All in Douglas Addition.

Lots 1 through 3, Inclusive, Block 1.
All in Truesdell's Second Addition.

Location and Comprising
Improvement District NR-18-A
Page 4

Lots 6 through 10, Inclusive, Block 1.
All in Yerxa & Franklin's Addition.

Lots 1 through 10, Inclusive.
All in First Industrial Subdivision of Beardsley's Addition.

Lots 3 through 16, Inclusive, Block 2.
Lots 2 through 22, Inclusive, Block 3.
Lots 1 through 22, Inclusive, Block 4.
Lots 1 through 5, Inclusive, Block 5.
Lots 1 through 7, Inclusive, Block 17.
Lots 21 through 24, Inclusive, Block 17.
Lots 1 through 8, Inclusive, Block 18.
Lots 10 through 12, Inclusive, Block 18.
Lots 14 through 24, Inclusive, Block 18.
Lots 1 through 24, Inclusive, Block 19.
Lots 1 through 12, Inclusive, Block 20.
Lots 1 through 7, Inclusive, Block 21.
Lots 1 through 4, Inclusive, Block 22.
Lots 27 & 28, Block 22.
Lots 14 through 17, Inclusive, Block 22.
Lots 11 through 14, Inclusive, Block 23.
Lots 15 & 16, Block 24.
Lot 11, Block 25.
Lots 13 & 14, Block 25.
Lots 19 & 20, Block 25.
Lots 7 through 9, Inclusive, Block 26.
Lots 20 through 24, Inclusive, Block 26.
Lots 3 through 7, Inclusive, Block 27.
Lots 22 through 28, Inclusive, Block 27.
Lots 1 through 18, Inclusive, Block 34.
Lots 1 through 18, Inclusive, Block 35.
Lots 1 through 18, Inclusive, Block 36.
All in Beardsley's Addition.

Lot 1, Block 1.
Located in JMP Addition.

Lots 1 through 5, Inclusive, Block 1.
All in North Tech Park First Addition.

Lots 31 through 50, Inclusive.
All in Great Northern First Addition.

Lots 7 through 56, Inclusive.
All in Great Northern Second Addition.

Lots 1 & 2, Block 1.
All in JKD Addition.

Location and Comprising
Improvement District NR-18-A
Page 5

Lots 1 through 18, Inclusive, Block 1.
Lots 1 through 11, Inclusive, Block 2.
Lots 13 through 18, Inclusive, Block 2.
Block 3.
All in Bowers Addition.

Lot 1, Block 1.
Located in Malme Addition.

Lot 1, Block 1.
Located in BMI Addition.

Lots 3 through 5, Inclusive, Block 1.
All in Kapaun's Addition.

Lots 10 through 12, Inclusive, Block 1.
Lots 9 through 11, Inclusive, Block 2.
Lots 13 through 16, Inclusive, Block 2.
All in Park Addition.

Lot 1, Block 6.
Lot 1, Block 7.
Lot 1 & 3, Block 8.
Lot 1, Block 9.
All in Meritcare Addition.

Lots W through Y, Inclusive.
All in Part of Auditor's Lots 6 and 7 of NW ¼ of Section 6, TWP. 139 – Rng. 48W.

Block 1.
Lots 1 through 17, Inclusive, Block 2.
Lots 1 through 7, Inclusive, Block 3.
Lots 1 through 11, Inclusive, Block 4.
Block 5.
Lots 13 through 16, Inclusive, Block 6.
Lots 1 through 8, Inclusive, Block 7.
Lot 1, Block 8.
All in Wm. G. Johnson Addition.

Lots 1 & 2, Block 1.
All in T Lofts Addition.

Lots 1 through 8, Inclusive, Block 1.
Lots 1 through 8, Inclusive, Block 2.
Lots 1 through 12, Inclusive, Block 3.
Lots 1 through 12, Inclusive, Block 4.
Lots 1 through 5, Inclusive, Block 5.
Lots 1 through 5, Inclusive, Block 6.
Block 7.
Lots 1 through 7, Inclusive, Block 8.
All in Barrett's Addition.

Location and Comprising
Improvement District NR-18-A
Page 6

Lot 1, Block 1.
Lot 1, Block 2.
All in Loucille's Addition.

Lot 1, Block 1.
Located in Mercedes First Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Trillium Addition.

Lots 1 through 18, Inclusive, Block 1.
Lots 1 through 18, Inclusive, Block 2.
Lots 5 through 7, Inclusive, Block 3.
Lots 1 through 14, Inclusive, Block 4.
Lots 1 through 14, Inclusive, Block 5.
Lots 1 through 10, Inclusive, Block 6.
Lots 1 through 10, Inclusive, Block 7.
Lots 1 through 5, Inclusive, Block 8.
All in Kirkham's Addition.

Lots 1 through 11, Inclusive, Block 9.
Lots 1 through 11, Inclusive, Block 10.
Lots 18 through 22, Inclusive, Block 10.
Lots 1 through 9, Inclusive, Block 11.
Lots 20 through 22, Inclusive, Block 11.
Lots 7 through 22, Inclusive, Block 12.
Lots 7 through 22, Inclusive, Block 13.
Lots 1 through 16, Inclusive, Block 14.
All in Kirkham's Second Addition.

Lots 15 through 23, Inclusive, Block 9.
All in Bolley's Subdivision of part of Block 9 Chapin's Addition.

Lots 1 through 5, Inclusive, Block 1.
Lots 20 through 24, Inclusive, Block 1.
Lots 1 through 5, Inclusive, Block 2.
All in College Addition Subdivision of Blocks 8 & 9 Chapin's Addition.

Lots 13 through 18, Inclusive, Block 7.
All in Hansche's Subdivision of Block 7 Chapin's Addition.

Lots 1 through 3, Inclusive, Block A.
Lots 1 through 3, Inclusive, Block B.
All in Kaufman's Subdivision of Block 5 Chapin's Addition.

Lots 1 through 3, Inclusive, Block 3.
Lots 20 through 22, Inclusive, Block 3.
Lots 1 through 3, Inclusive, Block 4.
All in Huntington's Subdivision of Blocks 3 & 4 Chapin's Addition.

Location and Comprising
Improvement District NR-18-A
Page 7

Lots 4 through 6, Inclusive, Block 1.
Lots 7 through 9, Inclusive, Block 1.
All in Satterthwaite's Subdivision of Block 1 Chapin's Addition.

Lots 1 through 4, Inclusive, Block 1.
Lots 10 through 17, Inclusive, Block 1.
Lots 1 through 3, Inclusive, Block 2.
All in Hector's Addition.

Lots 1 through 3, Inclusive.
Lots 22 through 24, Inclusive.
Lots 25 through 27, Inclusive.
Lot 46.
Lots 49 through 51, Inclusive.
Lots 70 through 72, Inclusive.
All in Subdivision of SW $\frac{1}{4}$ of Section 31 Township 140 Range 48 (a.k.a. Ohmer's)

Lots 1 through 19, Inclusive.
All in Subdivision of lots 47 & 48, Ohmer's Subdivision of SW $\frac{1}{4}$ of Section 31 Township 140 Range 48.

Lots 3 through 8, Inclusive, Block 3.
All in James Holes Subdivision of SE $\frac{1}{4}$ Section 31 Township 140 Range 48.

Lots 1 through 12, Inclusive, Block 1.
All in Holes First Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Simonson's First Addition.

Lots 1 through 24, Inclusive, Block 2.
Lots 1 through 24, Inclusive, Block 3.
Lots 1 through 24, Inclusive, Block 4.
Lots 1 through 18, Inclusive, Block 5.
Lots 1 through 10, Inclusive, Block 6.
Lots 1 through 12, Inclusive, Block 7.
Lots 1 through 12, Inclusive, Block 8.
Lots 1 through 12, Inclusive, Block 9.
Lots 1 through 12, Inclusive, Block 10.
Lots 1 through 5, Inclusive, Block 11.
Lots 1 through 3, Inclusive, Block 12.
Lots 10 through 12, Inclusive, Block 12.
Lots 1 through 3, Inclusive, Block 13.
Lots 10 through 12, Inclusive, Block 13.
Lots 1 through 3, Inclusive, Block 14.
Lots 10 through 12, Inclusive, Block 14.
Lots 1 through 3, Inclusive, Block 15.
Lots 10 through 12, Inclusive, Block 15.
All in Egbert, O'Neil & Haggart's Subdivision.

Location and Comprising
Improvement District NR-18-A
Page 8

Lot 1, Block 1.
Located in Nicklaus Addition.
Lots 1 & 2, Block 1.
All in S&W Addition.

Lots 1 through 3, Inclusive, Block 1.
Lots 1 through 4, Inclusive, Block 2.
Lots 1 through 9, Inclusive, Block 3.
Lots 1 through 12, Inclusive, Block 4.
All in Arneson's Addition.

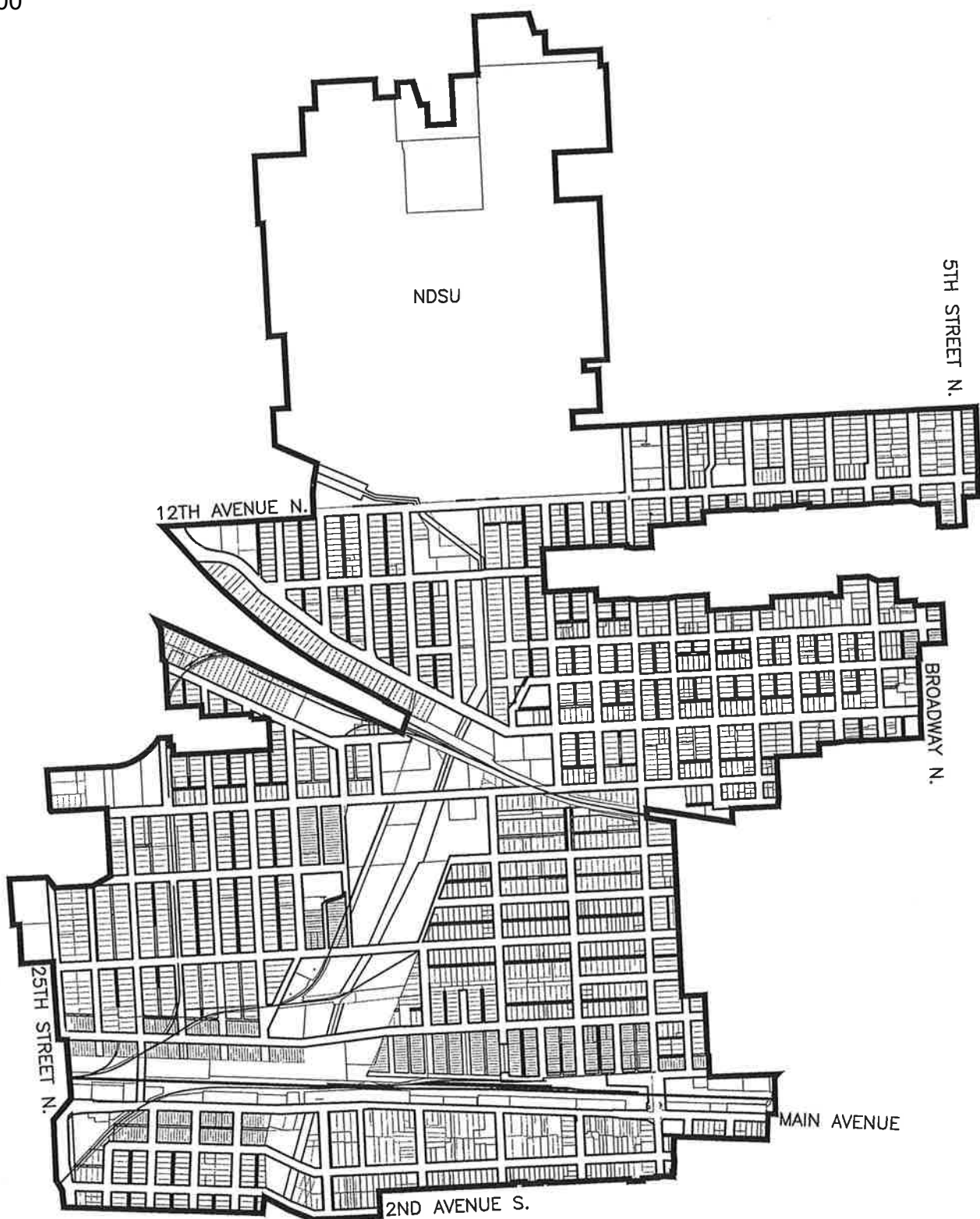
Lots 1 & 2, Block 1.
Lots A1, B1, C1, A2, B2, C2, D2, A3, B3, C3, D3, E3, F3, G3, H3, A4, B4, C4, A5, B5, C5, D5, A6, B6, Block 2.
Lots A1, B1, C1, D1, E1, F1, A2, B2, B3, A4, B4, A5, B5, A6, B6, C6, A7, B7, C7, D7, E7, F7, G7, A8, B8, Block 3.
Lots A, B, A2, B2, C2, Block 4.
Lots 3 through 7, Inclusive, Block 4.
Lots 1 through 4, Inclusive, Block 5.
Lots A5, B5, C5, A6, B6, C6 & D6, Block 5.
Lot 1, Block 6.
All in Fuller's Addition.

Lots A through F, Inclusive, Block 1.
Lots A & B, Block 2.
Lots D through H, Inclusive, Block 2.
Lots A through G, Inclusive, Block 3.
Lots A through F, Inclusive, Block 4.
Lots A through H, Inclusive, Block 5.
Lots A through F, Inclusive, Block 6.
Lots A through D, Inclusive, Block 7.
Lots A through F, Inclusive, Block 8.
Lots A through F, Inclusive, Block 9.
Lots A & B, Block 10.
Lot A, Block 11.
Lots A, Block 12.
Lots A through C, Inclusive, Block 13.
Lots A & B, Block 14.
Lots A through C, Inclusive, Block 15.
Lots A through C, Inclusive, Block 16.
Lots A & B, Block 17.
Lots A through C, Inclusive, Block 18.
All in Eddy & Fuller's Outlots Addition.

Lots 1 through 6, Inclusive, Block 10.
Lots 1 through 6, Inclusive, Block 11.
Block 12.
Block 13.
All in Original Townsite Addition.

All unplatted land in the southeast quarter of Section 02, T. 139 N, R. 49 W, 5th Principal Meridian.
All unplatted land in the northwest quarter of Section 06, T. 139 N, R. 48 W, 5th Principal Meridian.
All unplatted land in the northeast quarter of Section 01, T. 139 N, R. 49 W, 5th Principal Meridian.
All unplatted land in the northwest quarter of Section 12, T. 139 N, R. 49 W, 5th Principal Meridian.
All unplatted land in the northeast quarter of Section 36, T. 140 N, R. 49 W, 5th Principal Meridian.
All unplatted land in the southeast quarter of Section 36, T. 140 N, R. 49 W, 5th Principal Meridian.
All unplatted land in the southwest quarter of Section 36, T. 140 N, R. 49 W, 5th Principal Meridian.
All unplatted land in the northwest quarter of Section 36, T. 140 N, R. 49 W, 5th Principal Meridian.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

STORM SEWER LIFT STATION
MODIFICATIONS & INCIDENTALS

IMPROVEMENT DISTRICT NR-18-A

COVER SHEET
CITY OF FARGO PROJECTS

25-5

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Asphalt Wear Course & Incidentals

Improvement District No. PN-18-A

Call For Bids April 9, 2018

Advertise Dates April 16 & 23, 2018

Bid Opening Date May 16, 2018

Substantial Completion Date October 1, 2018

Final Completion Date November 1, 2018

N/A PWPEC Report (Attach Copy) **Part of 2018 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
ASPHALT WEAR COURSE & INCIDENTALS
IMPROVEMENT DISTRICT NO. PN-18-A

Nature & Scope

Under this project, the City will be installing the asphalt wear course on the following streets and avenues:

Section 1:

On Amber Valley Parkway South from 55th Street South to 450' east of 55th Street South.
On 28th Avenue South from 1180' east of 51st Street South to 55th Street South.
On 30th Avenue South from Brandt Drive South to 55th Street South.
On 31st Avenue South from 51st Street South to Seter Parkway South.
On 51st Street South from 23rd Avenue South to Amber Valley Parkway South.
On 51st Street South from 28th Avenue South to 32nd Avenue South.
On 55th Street South from 23rd Avenue South to Amber Valley Parkway South.

Section 2:

On Calico Drive South from 30th Avenue South to 45th Street South.
On 30th Avenue South from 43rd Street South to 45th Street South.

Section 3:

On 28th Avenue South from 41st Street South to 42nd Street South.
On 30th Avenue South from 26th Avenue South to 42nd Street South.
On 31st Avenue South from 41st Street South to 42nd Street South.
On Thunder Road South from 39th Street South to 30th Avenue South.
On 39th Street South from Thunder Road South to 30th Avenue South.
On 41st Street South from 28th Avenue South to 32nd Avenue South.

Section 4:

On Tanner Avenue South from 54th Street South to 55th Street South.
On 34th Avenue South from 54th Street South to 130' west of 55th Street South.
On Tyler Avenue South from 54th Street South to 55th Street South.
On 35th Avenue South from 54th Street South to 55th Street South.
On 54th Street South from Tanner Avenue South to 36th Avenue South.
On 55th Street South from 33rd Avenue South to 36th Avenue South.
On 50th Street South north of 36th Avenue South.

Section 5:

On Tuscan Court South from 55th Street South to 44th Avenue South.

Section 6:

On 67th Avenue South from 21st Street South to 25th Street South.
On 68th Avenue South from 21st Street South to 25th Street South.
On 23rd Street South from 68th Avenue South to 70th Avenue South.
On 24th Street South from 68th Avenue South to 70th Avenue South.

Purpose

Consistent with our standard practice, the asphalt wearing course was not installed on these streets under the original paving contract. This allows for a wear course to be installed upon the completion of most of the housing construction in the area. By installing the wear course at this time, we are able to correct deficiencies in the street caused by settlement and the activities associated with home construction. The installation of these wearing courses, at this time, will improve the drainage and ride quality, along with extending the life of these streets.

Feasibility

The construction cost is estimated to be \$1,461,100 paid for by Special Assessments. The cost breakdown is as follows:

Section 1

Estimated Construction Cost:	\$ 579,800.00
Plus Engineering Fees (11%):	63,778.00
Plus Administration Fees (6%):	34,788.00
Plus Legal/Misc. Fees (3%):	17,394.00
Plus Interest (4%):	<u>23,192.00</u>
Total Assessed:	\$ 718,952.00

Section 2

Estimated Construction Cost:	\$ 144,700.00
Plus Engineering Fees (11%):	15,917.00
Plus Administration Fees (6%):	8,682.00
Plus Legal/Misc. Fees (3%):	4,341.00
Plus Interest (4%):	<u>5,788.00</u>
Total Assessed:	\$179,428.00

Section 3

Estimated Construction Cost:	\$317,900.00
Plus Engineering Fees (11%):	34,969.00
Plus Administration Fees (6%):	19,074.00
Plus Legal/Misc. Fees (3%):	9,537.00
Plus Interest (4%):	<u>12,716.00</u>
Total Assessed:	\$394,196.00

Section 4

Estimated Construction Cost:	\$237,000.00
Plus Engineering Fees (11%):	26,070.00
Plus Administration Fees (6%):	14,220.00
Plus Legal/Misc. Fees (3%):	7,110.00
Plus Interest (4%):	<u>9,480.00</u>
Total Assessed:	\$293,880.00

Section 5

Estimated Construction Cost:	\$ 37,500.00
Plus Engineering Fees (11%):	4,125.00
Plus Administration Fees (6%):	2,250.00
Plus Legal/Misc. Fees (3%):	1,125.00
Plus Interest (4%):	<u>1,500.00</u>
Total Assessed:	\$ 46,500.00

Section 6


Estimated Construction Cost:	\$144,200.00
Plus Engineering Fees (11%):	15,862.00
Plus Administration Fees (6%):	8,652.00
Plus Legal/Misc. Fees (3%):	4,326.00
Plus Interest (4%):	<u>5,768.00</u>
Total Assessed:	\$178,808.00

Total

Estimated Construction Cost:	\$1,461,100.00
Plus Engineering Fees (11%):	160,721.00
Plus Administration Fees (6%):	87,664.00
Plus Legal/Misc. Fees (3%):	43,833.00
Plus Interest (4%):	<u>58,444.00</u>
Total Assessed Cost:	\$1,811,764.00

We believe this project to be cost effective.




Tom Knakmuhs P.E.
Division Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

ASPHALT WEAR COURSE & INCIDENTALS

IMPROVEMENT DISTRICT NO. PN-18-A

LOCATION (Section 1):

On Amber Valley Parkway South from 55th Street South to 450' east of 55th Street South.

On 28th Avenue South from 1180' east of 51st Street South to 55th Street South.

On 30th Avenue South from Brandt Drive South to 55th Street South.

On 31st Avenue South from 51st Street South to Seter Parkway South.

On 51st Street South from 23rd Avenue South to Amber Valley Parkway South.

On 51st Street South from 28th Avenue South to 32nd Avenue South.

On 55th Street South from 23rd Avenue South to Amber Valley Parkway South.

LOCATION (Section 2):

On Calico Drive South from 30th Avenue South to 45th Street South.

On 30th Avenue South from 43rd Street South to 45th Street South.

LOCATION (Section 3):

On 28th Avenue South from 41st Street South to 42nd Street South.

On 30th Avenue South from 26th Avenue South to 42nd Street South.

On 31st Avenue South from 41st Street South to 42nd Street South.

On Thunder Road South from 39th Street South to 30th Avenue South.

On 39th Street South from Thunder Road South to 30th Avenue South.

On 41st Street South from 28th Avenue South to 32nd Avenue South.

LOCATION (Section 4):

On Tanner Avenue South from 54th Street South to 55th Street South.

On 34th Avenue South from 54th Street South to 130' west of 55th Street South.

On Tyler Avenue South from 54th Street South to 55th Street South.

On 35th Avenue South from 54th Street South to 55th Street South.

On 54th Street South from Tanner Avenue South to 36th Avenue South.

On 55th Street South from 33rd Avenue South to 36th Avenue South.

On 50th Street South north of 36th Avenue South.

LOCATION (Section 5):

On Tuscan Court South from 55th Street South to 44th Avenue South.

LOCATION (Section 6):

On 67th Avenue South from 21st Street South to 25th Street South.
On 68th Avenue South from 21st Street South to 25th Street South.
On 23rd Street South from 68th Avenue South to 70th Avenue South.
On 24th Street South from 68th Avenue South to 70th Avenue South.

COMPRISING (Section 1):

Bound on the North along 23rd Ave S from Veterans Blvd to the East side of Gamma Fargo Addition excluding the area of Lots 2 & 3 Block 1 and all of Block 2 and 3 of Amber Valley 6th Addition.

Bound on the East from 23rd Ave S along the East side of Gamma Fargo Addition to Amber Valley Parkway. West along Amber Valley Parkway to the SE corner of Lot 3, Block 1, Gamma Fargo Addition. Then south SE corner Lot 4, Block 1, Amber Valley 7th Addition and then West to its Western Lot line. Southwest through part of Lot 9 & part of Lot 8, Block 2, Urban Plains by Brandt 1st Addition to 28th Ave S. East on 28th Avenue approximately 238' and South Along the Eastern Edge of part of Lot 1, Block 1 Brandt Park Addition. Then East along the Northern lot lines of Lots 4-6, Block 1 of Urban Plains Medical Park Addition to Brandt Drive S. Then commencing South along Brandt Drive South to 32nd Ave S.

Bound on the South on 32nd Ave S from Brandt Dr S to Seter Pkwy.

Bound on the West from 32nd Ave S by Veterans Blvd, 55th St S, and Seter Pkwy.

COMPRISING (Section 2):

Bound on the North along 26th Ave S from 45th St S to the NE corner of Lot 6, Block 1 Calico Prairie Addition.

Bound on the East from the NE corner of Lot 6, Block 1 Calico Prairie Addition to the SE Corner of the E 255 Ft of Lot 1, Block 2, Calico Prairie Addition.

Bound on the South from SE Corner of the E 255 Ft of Lot 1, Block 2, Calico Prairie Addition at 43rd Street to 45th St S.

Bound on the West by 45th St S.

COMPRISING (Section 3):

Bound on the North on 26th Ave S from 41st St S to Interstate 29.

Bound on the East from the NE corner of part of Lot 1, Block 1 Adams 7th Addition to the SE Corner of Lot 2, Block 1, Adams 5th Addition. Then west along the south lot line of Lot 1, Block 3, Adams 7th Addition. Then south to 32nd Ave S.

Bound on the South along 32nd Ave S from the SE corner of Lot 1, Block 1, Asplin 3rd Addition to the SW corner of Lot 1, Block 1, Heidrich Addition.

Bound on the West along the west side of Lot 1, Block 1, Heidrich Addition and 42nd St S.

COMPRISING (Section 4):

All of Farmstead at Brandt Addition plus lots 1-20, 22-27 Block 2, and all of Block 3 & 4, Valley View Addition.

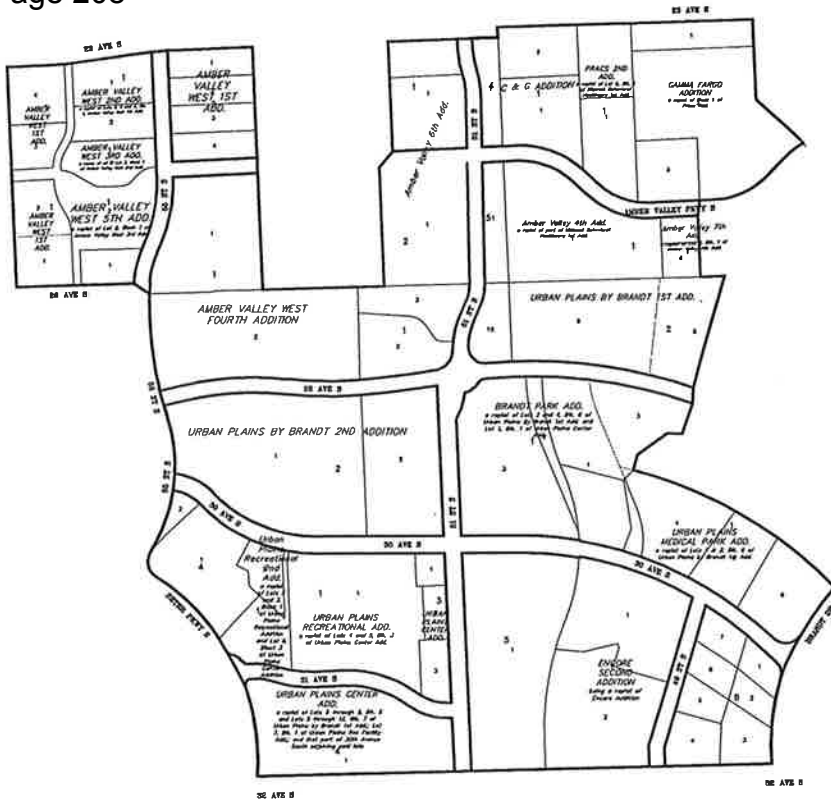
COMPRISING (Section 5):

All of Tuscan Villas at Osgood Second addition and all of Tuscan Villas at Osgood addition.

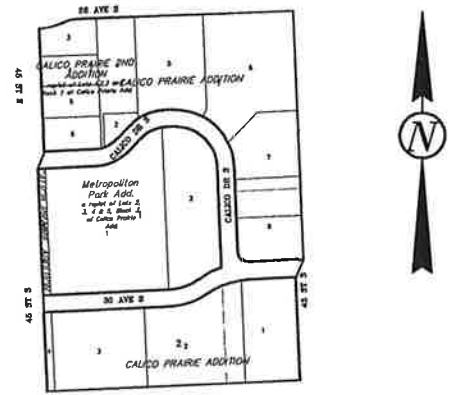
COMPRISING (Section 6):

All of Davies 2nd Addition except lots 1-3 Block 1.
Lots 1-2, Block 9 and all of Block 10, Crofton Coves 1st Addition.
Lots 19-28, Block 1, Crofton Coves 2nd Addition.

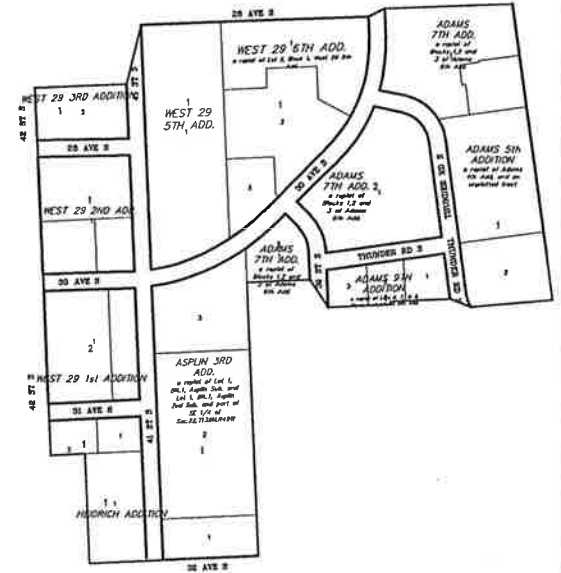
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



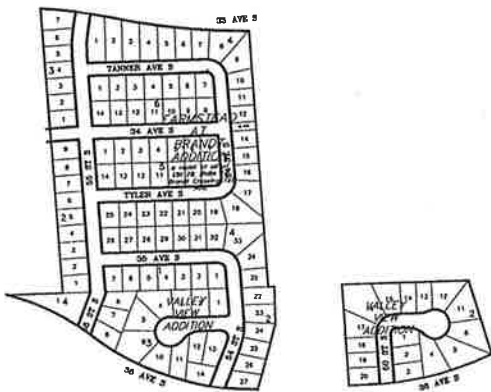
SECTION 1



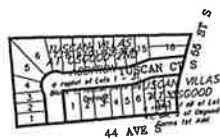
SECTION 2



SECTION 3



SECTION 4



SECTION 5



SECTION 6

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT WEAR COURSE & INCIDENTALS

IMPROVEMENT DISTRICT NO. PN-18-A

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 Project as it will appear in the Contract:

Raised Pedestrian Crossing, Radius Improvements & Incidentals
Improvement District No. TN-18-A

Call For Bids April 9, 2018

Advertise Dates April 16, 23, 2018

Bid Opening Date May 16, 2018

Substantial Completion Date July 16, 2018

Final Completion Date August 16, 2018

N/A PWPEC Report (**Part of 2018 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

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 only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

RAISED REDESTRIAN CROSSING, RADIUS IMPROVEMENTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. TN-18-A

Nature & Scope

This project calls for the installation of a raised Pedestrian Crosswalk, Solar Flashers, Pavement Markings, and Signage. The goal of the project is to improve safety for those walking or biking to the new Northside Elementary School and are located in the West Fargo school district. The project will also include radius improvements adjacent to the West Acres Mall at the East entrance off 38th Street S. The improvements will include the widening of the curb line on the NW corner of the intersection and will make it easier and safer for buses to make the turn.

Purpose

The purpose of the project is to provide safe crossings for the students of Northside Elementary School and to provide buses an easier and safer turn into West Acres Mall.

Feasibility

The estimated cost of construction is summarized as follows:

Estimated Construction Cost:	\$ 122,265.00
Plus 11% Engineering	\$ 13,449.15
Plus 6% Admin	\$ 7,335.90
Plus 3% Legal	\$ 3,667.95
Plus 4% Interest	\$ 4,890.60
Total Estimated Project Cost:	<u>\$ 151,608.60</u>

This project will be funded with Special Assessments.

We believe this project to be cost effective.



Jeremy M. Gorden, P.E., PTOE
Division Engineer - Transportation

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

Raised Pedestrian Crossing, Radius Improvements & Incidentals

IMPROVEMENT DISTRICT NO. TN-18-A

LOCATION:

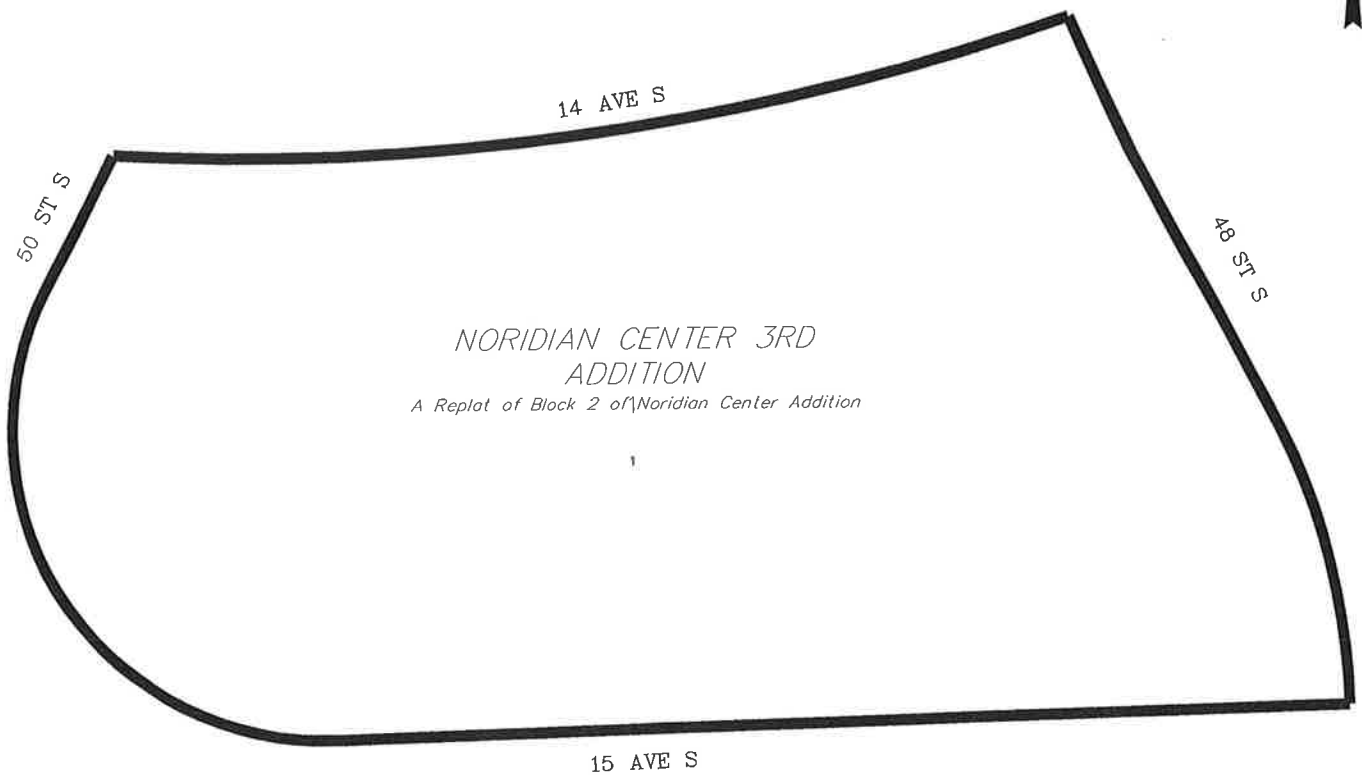
Between 48th and 50th Street and 14th Avenue and 15th Avenue South.
Between 38th and 42nd Street and 13th Avenue and 15th Avenue South.

COMPRISING:

Lot 1, Block 1.
Noridian Center 3rd Addition.

Lots 13-14, Block 1.
West Acres Mall Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.

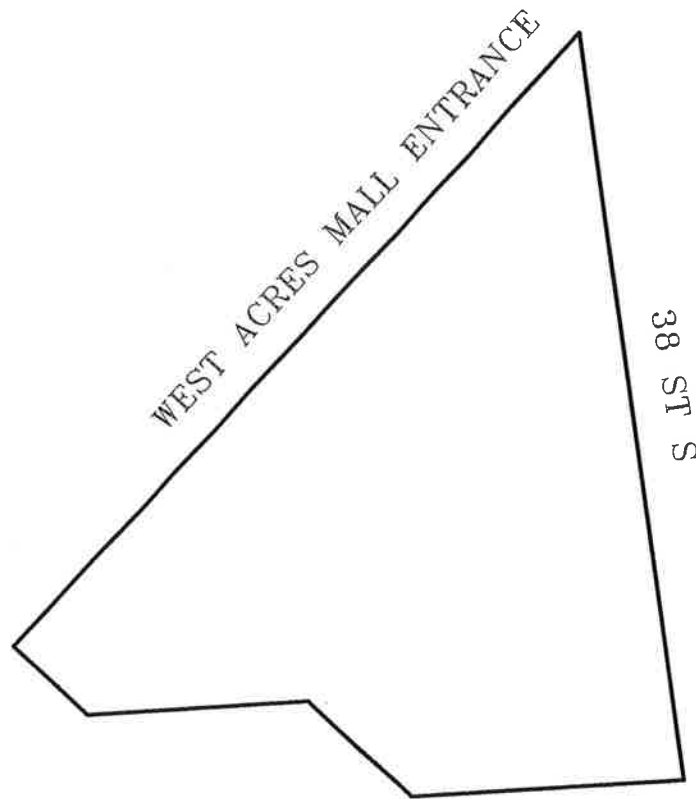


CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

RAISED PEDESTRIAN CROSSING,
RADIUS IMPROVEMENTS AND
INCIDENTALS

IMPROVEMENT DISTRICT NO. TN-18-A



17 AVE S

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

RAISED PEDESTRIAN CROSSING,
RADIUS IMPROVEMENTS AND
INCIDENTALS

IMPROVEMENT DISTRICT NO. TN-18-A