

FARGO CITY COMMISSION AGENDA  
Monday, January 13, 2020 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll call.

**PLEASE NOTE:** The City Commission will consider a motion to retire into Executive Session to discuss negotiating strategy and/or to provide negotiating instructions to its negotiator, the Mayor, and also to consult with its attorneys regarding the terms of an existing agreement with, and the negotiation of a revised agreement with, the Fargo Municipal Airport Authority, which matters are reasonably anticipated to result in civil litigation, said matters being authorized by North Dakota Century Code 44-04-19.1 subsections 2 and 9 as it would create an adverse fiscal effect on the bargaining and/or litigation position of the City if discussions regarding offers to be made or accepted, negotiating strategy to be taken or legal consultation about negotiations or litigation were to occur in an open meeting AND the City of Fargo Board of City Commissioners will also move into Executive Session for the purpose of attorney consultation in the following pending matter: Kelsh v. City of Fargo, Case No. 3:18-cv-269 to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the pending litigation. To discuss this matter in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for said matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2 and 9.

Regular Meeting at 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://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](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 30, 2019).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Amendment to the Right of Entry to Construct and Lease Agreement and Lease Agreement with Northland Hospitality, LLC.
- 2. Amended Site Authorizations for the Boys & Girls Club of the Red River Valley at Red River Lanes and Fargo Billiards and Gastropub.
- 3. Applications for Games of Chance:
  - a. Lake Agassiz Girls Choir for a raffle on 5/17/20; Public Spirited Resolution.
  - b. Muskies Inc. FM Chapter for a raffle on 2/13/20.
  - c. Nativity Elementary School for a raffle board on 1/31/20.

Purchase Agreement with Kelmar Property 6, LLC for land located at 1805 Sheyenne Loop North.

5. Amendment of Right of Way Contract (North Dakota) with NuStar Pipeline Operating Partnership L.P.
6. Agreement (Regulator Bollard Protection in the Public Right of Way) with Xcel Energy, Inc.
7. Joint Powers Agreement - Urban Legal Assessment Drains with Southeast Cass Water Resource District.
8. Negative Final Balancing Change Order No. 2 in the amount of -\$68,584.14 for Project No. HD-18-A1.
9. Contract Amendment No. 4 with HDR Engineering in the amount of \$76,606.25 for Project No. FM-15-J0.
10. Notice of Grant Award – Amendment with the ND Department of Health for increasing immunization rates for local public health units.
11. Resolution Approving Plat of Timber Parkway Fourth Addition.
12. Request for Proposals for redevelopment of 1015, 1019, 1023 and 1027 13th Avenue South.
13. Bills.
14. Joint Powers Agreement – Drain 53 Improvement Project No. 2019-01 with Southeast Cass Water Resource District (Improvement District Nos. FM-20-C1 and BN-20-C1).
15. Incentive/Disincentive option for a portion of 7th Avenue North from 2nd Street to Broadway (Improvement District No. BR-20-B).
16. Negative Final Balancing Change Order No. 1 in the amount of -\$11,921.60 for Improvement District No. SL-19-E1.
17. Negative Final Balancing Change Order No. 2 in the amount of -\$15,383.58 for Improvement District No. PR-19-G1.
18. Negative Final Balancing Change Order No. 2 in the amount of -\$16,807.21 for Improvement District No. UN-18-C1.
19. Change Order No. 13 for an increase of \$23,994.92 and time extension for Improvement District No. BR-18-B1.
20. Addition of Improvement District No. FM-20-C1 to the 2020 Capital Improvement Plan.
21. Create Improvement District Nos. BR-20-C and BR-20-E.

22. Memorandum of Understanding with the Fargo Municipal Airport Authority.
23. Public Hearings - 5:15 pm:
  - a. WITHDRAWN - Hearing on a dangerous building located at 18 8th Avenue North; continued from the 12/30/19 Regular Meeting.
  - b. Zoning change from MR-3, Multi-Dwelling Residential to LC, Limited Commercial on a portion of Lots 7 and 8 and a portion of the adjacent vacated alley of Lane's Subdivision of Block 69 of Ohmer's Subdivision; approval recommended by the Planning Commission on 12/3/19:
    1. 1st reading of rezoning Ordinance.
24. Resolution Authorizing the Issuance of Taxable Annual Appropriation Bonds, Series 2020A (Mercantile Parking Garage), Approving Certain Actions, Awarding the Sale Thereof and Approving Forms of Documents Required in Connection Therewith.
25. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project Costs in the amount of \$1,954,126.65.
26. Applications for property tax exemptions for improvements made to buildings:
  - a. Francis E. and Barbara M. Leier, 3217 35 1/2 Court Avenue South (3 year).
  - b. Mary A. McManus, 3668 15th Street South (3 year).
  - c. Greg and Nancy Bjerke T/O/D, 2973 Peterson Parkway South (3 year).
  - d. Dustin T. and Amber I. Ertelt, 3901 17th Street South (3 year).
  - e. Nicholson Oil Inc., 1902 7th Avenue North (3 year).
  - f. Joseph T. Day and Lisa H. Horn, 2917 36th Avenue South (3 year).
  - g. Rhett and Maha Fiskness, 77 Prairiewood Drive South (5 year).
  - h. Bob Michels, 3719 Burritt Street South (5 year).
  - i. Julie A. Volk, 2918 Edgewood Drive North (5 year).
  - j. Brock A. Ackerman, 1433 6th Avenue South (5 year).
27. Application for Abatement or Refund of Taxes #4486 for the 2017 tax year submitted by Christopher Stafford of Fredrickson & Byron, PA representing the Fargo Doublewood Inn LP for a reduction in value of property from \$7,990,000.00 to \$5,000,000.00 at 3333 13th Avenue South; denial is being recommended by the Assessment Department.
28. Recommendations for appointments and reappointments to the following Boards and Commissions:
  - a. Renaissance Zone Authority.
  - b. Native American Commission.
  - c. Metro Flood Diversion Board of Authority and Committees.

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](http://www.FargoND.gov/citycommission).



①

January 13, 2020

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, Assistant City Administrator**  
**Re: Northland Hospitality, LLC Project: Amendment to the Right of Entry to Construct and Lease Agreement**

The City of Fargo and Northland Hospitality, LLC, the developer of City Centre Lofts, have reached final terms on an Amendment to the Right of Entry to Construct and Lease Agreement for the use of indoor and outdoor parking spaces by the City at City Centre Lofts. The City's lease agreement with Northland Hospitality, LLC supports operations at the adjacent City Hall for fleet and employee vehicle parking.

The salient business points of the Northland Hospitality, LLC Amendment to the Right of Entry to Construct and Lease Agreement include the following:

- **Term:** A twenty-five (25) year lease commencing on November 18, 2019 for indoor and outdoor parking spaces. The annual lease cost in the first five (5) years of the agreement will be \$380,000. The lease rate will be adjusted annually thereafter through the duration of the agreement.
- **Vacation of Street & Easements:** The final Amendment acknowledges and clarifies the vacation of a portion of the 3<sup>rd</sup> Ave. N. roadway and easements.
- **Special Events:** The City will be permitted to use leased indoor and outdoor parking spaces for special events.
- **Property Taxes:** 2018 property taxes will be paid by the City. 2019 property taxes will be paid by the developer and prorated starting on November 18, 2019 per the terms of the Amendment.

**Recommended Action:** Upon the unanimous recommendation of the Finance Committee, I move to approve the Amendment to the Right of Entry to Construct and Lease Agreement with Northland Hospitality, LLC.

**Attachments:** Report of Action – December 23, 2019 Finance Committee Meeting  
Amendment to the Right of Entry to Construct and Lease Agreement

## FINANCE COMMITTEE

**Project:** Northland Hospitality, LLC Project: Amendment to Right of Entry to Construct and Lease Agreement

**Type:** Lease Agreement

**Location:** City Centre Lofts Project

**Date of Hearing:** December 23, 2019

| <u>Routing</u>  | <u>Date</u> |
|-----------------|-------------|
| City Commission | 1/13/2020   |
| Project File    |             |

The Finance Committee received a presentation on a proposed Amendment to the Right of Entry to Construct and Lease Agreement between Northland Hospitality, LLC and the City of Fargo. Northland Hospitality, LLC is the developer of the City Centre Lofts condominium project north of City Hall. This project provides the City of Fargo with fleet and employee vehicle parking to support City Hall operations. Negotiations on a final lease amendment concluded in December 2019, resulting in a proposed annual lease cost of \$380,000 per year in the first five (5) years of the twenty-five (25) year agreement for surface and underground parking. The lease rate will be adjusted annually after the first five years of the agreement until the end of the 25-year term.


In addition to establishing the lease term and annual rate, the Amendment reviewed by the Finance Committee provides for the following:

- Establishes the lease start date as November 18, 2019;
- Records the vacation of a portion of the 3<sup>rd</sup> Ave. N. roadway and related utility easements;
- Permits the tenant (City) to use leased parking spaces for special events; and
- Clarifies the responsibility of the parties for property tax payments. The City will be responsible for paying 2018 property taxes. The 2019 property taxes will be paid by Northland Hospitality, LLC and prorated starting on November 18, 2019 according to the terms of the Amendment.

The Finance Committee reviewed the final negotiated terms and expressed its support of the proposed Amendment to Right of Entry to Construct and Lease Agreement documents. It was noted that the approval of these final terms closes open issues between the developer and City for the City Centre Lofts project.

**MOTION:**

On a motion by Bruce Grubb, seconded by Steve Sprague, the Finance Committee voted unanimously to approve the Amendment to Right of Entry to Construct and Lease Agreement with Northland Hospitality, LLC.

| COMMITTEE:                                   | Present  | Yes | No | Unanimous |
|--|--|-----|----|-----------|
|  |  |     |    | X         |
|  |  |     |    | Proxy     |
| Tim Mahoney, Mayor                           | X  |     |    |           |
| Dave Piepkorn, City Commissioner             | X  |     |    |           |
| Bruce Grubb, City Administrator              | X  |     |    |           |
| Mike Redlinger, Assistant City Administrator | X  |     |    |           |
| Kent Costin, Director of Finance             | X  |     |    |           |
| Steve Sprague, City Auditor                  | X  |     |    |           |
|  |  |     |    |           |
|  | Tim Mahoney, Finance Committee Chair   |     |    |           |

**AMENDMENT  
TO  
RIGHT OF ENTRY TO CONSTRUCT AND LEASE AGREEMENT  
AND  
LEASE AGREEMENT**

**THIS AMENDMENT** is entered into this \_\_\_\_ day of December, 2019 (the “Effective Date”), between **Northland Hospitality, LLC** as Lessor/Landlord and the **City of Fargo** as Lessee/Tenant.

**WHEREAS**, Lessor, Lessee, and Cass County Joint Water Resource District (“CCJWRD”) executed a Right of Entry to Construct and Lease Agreement dated August 29, 2016 (the “Right of Entry”); and

**WHEREAS**, pursuant to the Right of Entry, Lessee entered upon and constructed a Temporary Parking Lot on the Property; and

**WHEREAS**, pursuant to the Right of Entry, Lessor leased the Property to Lessee for an initial term of ten (10) years commencing January 1, 2017, and Lessee has been, and continues to, operate and maintain the Temporary Parking Lot on the Property pursuant to the Right of Entry; and

**WHEREAS**, Lessor as Landlord and Lessee as Tenant executed a Lease Agreement dated May 8, 2017, wherein Lessor/Landlord agreed to lease to Lessee/Tenant the Premises (which includes the Property) for a period of twenty-five (25) years, subject to certain contingencies (the “Lease”); and

**WHEREAS**, Lessor and Lessee executed an Amendment No. 1 to Right of Entry to Construct and Lease Agreement dated July 3, 2017 (the “Amendment No. 1”); and

**WHEREAS**, Lessor/Landlord and Lessee/Tenant desire to amend Amendment No. 1 and the Lease in accordance with the terms and conditions of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Section 1 of Amendment No. 1 is hereby deleted and replaced with the following:

1. Application of Right of Entry. Notwithstanding anything to the contrary contained in the Lease, the parties agree that the Right of Entry currently governs the rights and obligations of the parties and will continue to do so (except as otherwise provided herein) until the term of the Lease commences on November 18, 2019, provided that all contingencies of the Lease have been satisfied or waived. At such time, the parties shall execute a written confirmation confirming the applicability of the Lease and confirming any remaining obligations under the Right of Entry which shall continue forward

as additional obligations under the Lease. In addition, any rent prepaid by Lessee to Lessor under the Right of Entry shall be credited against the first annual installment of rent due from Lessee/Tenant to Lessor/Landlord under the Lease.

2. Section 5 of Amendment No. 1 is hereby deleted and replaced with the following:

5. VACATION OF 3<sup>RD</sup> AVENUE NORTH/EASEMENTS. On or before May 1, 2020, Tenant, at Tenant's sole expense, shall take the necessary action to vacate that portion of 3<sup>rd</sup> Avenue North lying between the westerly right of way line of 2<sup>nd</sup> Street North and the northerly extension of the westerly right of way line of 3<sup>rd</sup> Street North. Landlord, or an affiliate of Landlord, agrees to reasonably cooperate with Tenant in any action taken by Tenant for such vacation and Landlord agrees to sign the vacation plat and to assist in the collection of authorized signatures of mortgagees or other persons or firms holding an interest in the Property. Landlord and Tenant agree that the entire portion of 3<sup>rd</sup> Avenue North to be vacated shall be awarded to Tenant, subject to Tenant granting to Landlord or an affiliate of Landlord a mutually-acceptable easement over the vacated 3<sup>rd</sup> Avenue North consisting of a strip of land 15' for: (a) sloping dirt for drainage from the south wall of City Centre Lofts and maintaining such slope and drainage; (b) allowing the balconies constructed on the south side of the City Centre Lofts to remain in their as-built locations and for the maintenance, repair and replacement of such balconies.

3. Section 6 of Amendment No. 1 is hereby deleted and replaced with the following:

6. GRANTING OF ACCESS. In order for Lessor, or an affiliate of Lessor, to construct the City Centre Lofts and related improvements on the parcel subject to the Declaration (defined below), Lessor, or an affiliate of Lessor, will require access over Lessee's adjacent property. Lessee does hereby grant to Lessor or an affiliate of Lessor, their employees, contractors, and agents the right to enter upon Lessee's adjacent property to construct the City Centre Lofts and related improvements on the parcel subject to the Declaration (defined below).

4. Section 1 of the Lease is hereby deleted and replaced with the following:

1. PREMISES. In consideration of the rentals herein reserved and the conditions, covenants and agreements herein contained to be kept, observed and performed by Tenant, Landlord does hereby lease and rent to Tenant an outdoor parking area which includes approximately 111 parking spaces and an indoor parking area (lower level) which includes approximately 113 parking spaces (110 spaces for the use of Tenant and 3 spaces for the use of owners and/or occupants of certain designated

residential units in the City Centre Lofts) at the parking facility to be constructed on the property located on 2<sup>nd</sup> Street North between 3<sup>rd</sup> and 4<sup>th</sup> Avenue North, Fargo, North Dakota 58102, which space is depicted on Exhibit "A" attached hereto (the "Premises"). The Premises are legally described on Exhibit "A-1" attached hereto. The 3 parking spaces in the indoor parking area which are identified on Exhibit "A" are reserved for the exclusive use of the owners and/or occupants of certain designated residential units, and the Declarant of the City Centre Lofts project shall initially install appropriate signage on the 3 parking spaces, which signage shall thereafter be maintained, repaired, and/or replaced, as necessary, by the City Centre Lofts Association.

Landlord reserves the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace, pipes, ducts, conduits, utility lines, and wires leading through the Premises and which serve the Premises or other parts of the building in which the indoor parking spaces are located or adjoining buildings at locations which will not materially interfere with Tenant's use of the Premises.

Tenant's rights under this Lease are subject and subordinate to all liens, encumbrances, easements, restrictions, rights of way, the Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts and all exhibits thereto recorded September 6, 2018, as document no. 1546511 (collectively the "Declaration"), and other interests of record, zoning laws, and regulations affecting or governing the Premises.

5. Section 2 of the Lease is hereby deleted and replaced with the following:
  2. TERM. The term of this Lease shall be for a period of twenty-five (25) years commencing on November 18, 2019.
6. Section 4 of the Lease is hereby deleted and replaced with the following:
  4. USE. Tenant shall not use the Premises contrary to any valid law of the state or to any valid ordinance of the municipality of which the Premises are a part and no act or thing shall be permitted upon the said Premises which will make void or voidable or increase the cost of any policy of fire insurance thereon. Tenant shall use the Premises solely for the purpose of parking automobiles used by Tenant's employees, agents, and invitees, and for no other purpose without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord; provided, however, in the event that all of the parking spaces are not required for use by Tenant's employees, then Tenant may sublease the unused parking spaces to third parties and Tenant shall be entitled to retain any parking fees collected by Tenant under such arrangements. Notwithstanding the foregoing, Tenant shall be permitted to use the indoor



and outdoor parking area for the parking of vehicles for special events after business hours and/or on weekends. Tenant shall be entitled to retain any parking fees collected by Tenant for the special events

7. Section 7 of the Lease is hereby deleted and replaced with the following:

7. REAL ESTATE TAXES. Landlord shall pay all real estate taxes and special assessments levied and assessed against the Premises during the term of this Lease; provided, however, Tenant shall reimburse Landlord for Tenant's proportionate share of the real estate taxes and special assessment attributable to the Premises as calculated by Landlord based upon the ratio of the total construction costs of the improvements located on the Premises in relation to the total construction costs of all improvements located on the Property (defined below). Notwithstanding the foregoing, in the event that separate tax statements are issued by the county for the outdoor parking area and the indoor parking area as described on Exhibit "A-1" attached hereto, then Landlord shall pay such tax statements covering the Premises, and Tenant shall reimburse Landlord for such payments. On or before December 1<sup>st</sup> of each year during the term of this Lease, Landlord shall deliver Tenant a written invoice for Tenant's prorata share of the real estate taxes and special assessments, and Tenant shall pay such amount to Landlord no later than fifteen (15) days after the date of the invoice. For purposes of this Lease, the "Property" shall mean the property and all improvements thereon which are depicted and described on Exhibit "A" attached hereto.

8. The second paragraph of Section 12 of the Lease is hereby deleted and replaced with the following:

Tenant agrees, at its cost and expense, to construct a pedestrian walkway from the indoor parking portion of the Premises to the north side of the new City Hall as depicted on Exhibit "A" attached hereto. Landlord agrees that \$80,467.00 was included in the estimated total improvement costs. Landlord further agrees that the actual total improvement costs will not include the \$80,467.00. Landlord grants a license to Tenant, Tenant's employees and contractors to enter upon that portion of the parcel upon which the City Centre Lofts are to be constructed in order for Tenant to construct the walkway and to connect the walkway to the City Centre Lofts. Upon completion of the pedestrian walkway, the City shall be solely responsible and liable for the maintenance and all costs associated with the operation of the pedestrian walkway.

9. Section 17 of the Lease is hereby deleted and replaced with the following:

17. OPERATION AND MAINTENANCE OF OUTDOOR PARKING AREA. Tenant shall operate and maintain the outdoor parking area of the

Premises in good order, condition and repair, shall keep the parking area well lighted at all times, and shall keep the parking area, driveways, pathways, sidewalks, and walkways reasonably free from snow, ice, debris, and other obstructions at all times.

10. Section 23 of the Lease is hereby deleted and replaced with the following:

23. REQUIREMENTS OF PUBLIC AUTHORITY. Tenant shall comply with all covenants and restrictions of record, the Declaration, and all laws, ordinances and regulations of governmental authority which affect the Premises, the buildings, improvements, operation or use thereof. Tenant shall obtain, at its own expense, all licenses and permits necessary for Tenant's use of the Premises.

11. Section 25(A)(6) shall be added to the Lease, and shall read as follows:

6. The failure of the Tenant to comply, as to the LP Unit, with any of the terms, conditions, covenants, restrictions, rules contained in the Declaration or any Rules and Regulations that may be established by the City Centre Lofts Association for more than thirty (30) days (or such shorter period as may be provided in the Declaration or any Rules and Regulations established by the City Centre Lofts Association) after written notice of such default or violation shall have been given to Tenant, provided that if the default be of such nature that it cannot be reasonably cured within said thirty (30) day period (or such shorter period as may be provided in the Declaration or any Rules and Regulations established by the City Centre Lofts Association), then Tenant shall have in good faith promptly commenced the curing of such default within such period, then Tenant shall be deemed not in default hereunder if it shall diligently proceed to cure such default within the grace period expressly allowed by Landlord (or the Association) in writing.

12. Section 45 shall be added to the Lease and shall read as follows:

45. DECLARATION. The parties specifically acknowledge and agree that the Right of Entry, the Lease, Amendment No. 1, and this Amendment are subject to the terms and conditions contained in the Declaration, and to the extent that the Right of Entry, the Lease, Amendment No. 1, or this Amendment conflict with the Declaration, the terms of the Declaration shall control. Tenant shall comply with all covenants, conditions, and restrictions contained in the Declaration.

13. Any capitalized terms used in this Amendment shall be given the meaning ascribed to such terms in the Right of Entry, the Lease, or Amendment No. 1, as applicable.

14. Except as specifically amended herein, the terms and conditions of the Right of Entry, the Lease, and Amendment No. 1 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first above written.

*[remainder of page intentionally left blank]*

*[signature page for Lessor/Landlord]*

LESSOR/LANDLORD:

Northland Hospitality, LLC

By: \_\_\_\_\_  
Kevin J. Hall, President

STATE OF NORTH DAKOTA     )  
  ) ss  
COUNTY OF CASS            )

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by Kevin J. Hall the President of Northland Hospitality, LLC, for and on behalf of the company.

\_\_\_\_\_  
Notary Public

*[signature page for Lessee/Tenant]*

LESSEE/TENANT:

City of Fargo,  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss  
COUNTY OF CASS             )

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Timothy J. Mahoney, and Steven Sprague, the Mayor and the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

[Attach site drawings of the Premises]

**EXHIBIT "A-1"**

The Premises includes the outdoor parking area and the indoor parking area each of which are described as follows:

**Outdoor Parking Area:**

That part of Lot 3, Block 2, North Dakota R1 Urban Renewal Addition, City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the Northwest Corner of said Lot 3; thence North 87°04'06" East (assumed bearing), along the northerly line of said Lot 3, for a distance of 118.85 feet; thence South 02°57'06" East for a distance of 300.05 feet to a point of intersection with the southerly line of said Lot 3; thence South 87°04'06" West, along the southerly line of said Lot 3, for a distance of 119.48 feet to the Southwest Corner of said Lot 3; thence North 02°49'53" West, along the westerly line of said Lot 3, for a distance of 300.05 feet to the Point of Beginning.

**Indoor Parking Area:**

Unit LP, City Centre Lofts, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership, recorded in the Office of the County Recorder for Cass County, North Dakota, as Document No. 1546511.



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

*2a*  
*amended*

G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

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

|  |                   |  |  |
|--|-------------------|--|--|
| Name of Location <b>Red River Lanes</b>  |                   |  |  |
| Street <b>707 28th Avenue North</b>  | City <b>Fargo</b> | ZIP Code <b>58102</b>                    | County <b>Cass</b>                                       |
| Beginning Date(s) Authorized   |                   | Ending Date(s) Authorized <b>6/30/20</b> | Number of twenty-one tables if zero, enter "0": <b>2</b> |
| Specific location where games of chance will be conducted and played at the site (required) <b>Entire Bar Area Excluding Restrooms</b> |                   |  |  |
| If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known                                  |                   |  |  |

**RESTRICTIONS (City/County Use Only)**

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

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

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Bingo   | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools                         |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One                |
| <input checked="" type="checkbox"/> Raffles                            | <input type="checkbox"/> Seal Board                    | <input checked="" type="checkbox"/> Poker                     |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle     | <input type="checkbox"/> Punchboard                    | <input checked="" type="checkbox"/> Calcuttas                 |
| <input checked="" type="checkbox"/> Pull Tab Jar                       | <input type="checkbox"/> Prize Board                   | <input checked="" type="checkbox"/> Paddlewheels with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device                    | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table                    |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device  |  |   |

**APPROVALS**

|   |                  |
|---|------------------|
| Attorney General  | Date             |
| Signature of City/County Official   | Date             |
| <b>PRINT</b> Name and official position of person signing on behalf of city/county above<br><b>Steve Sprague/City Auditor</b> | <b>1/13/2020</b> |

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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





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

26  
 amended

G- \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

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

|  |                   |  |  |
|--|-------------------|--|--|
| Name of Location <b>Fargo Billiards and Gastropub</b>  |                   |  |  |
| Street <b>3234 43rd Avenue South</b>   | City <b>Fargo</b> | ZIP Code <b>58103</b>                    | County <b>Cass</b>                                       |
| Beginning Date(s) Authorized   |                   | Ending Date(s) Authorized <b>6/30/20</b> | Number of twenty-one tables if zero, enter "0": <b>1</b> |
| Specific location where games of chance will be conducted and played at the site (required) <b>Entire Bar Area Excluding Restrooms and Patio</b> |                   |  |  |
| If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known  |                   |  |  |

**RESTRICTIONS (City/County Use Only)**

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

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

|  |   |   |
|--|---|---|
| <input type="checkbox"/> Bingo<br><input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo<br><input type="checkbox"/> Raffles<br><input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle<br><input checked="" type="checkbox"/> Pull Tab Jar<br><input type="checkbox"/> Pull Tab Dispensing Device<br><input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device | <input type="checkbox"/> Club Special<br><input type="checkbox"/> Tip Board<br><input type="checkbox"/> Seal Board<br><input type="checkbox"/> Punchboard<br><input type="checkbox"/> Prize Board<br><input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Sports Pools<br><input checked="" type="checkbox"/> Twenty-One<br><input checked="" type="checkbox"/> Poker<br><input checked="" type="checkbox"/> Calcuttas<br><input type="checkbox"/> Paddlewheels with Tickets<br><input type="checkbox"/> Paddlewheel Table |
|--|---|---|

**APPROVALS**

|  |                          |
|--|--------------------------|
| Attorney General   | Date                     |
| Signature of City/County Official  | Date<br><b>1/13/2020</b> |
| PRINT Name and official position of person signing on behalf of city/county above<br><b>Ateve Sprague/City Auditor</b> |                          |

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

3812  
 \$25.00  
 1-2-20

Application for: ☒ Local Permit \* ☐ Restricted Event Permit (one event per year)

|  |  |  |                       |
|--|--|--|-----------------------|
| Name of Nonprofit Organization or group of people permit is issued to<br><b>Lake Agassiz Girls Choir</b>   | Date(s) of Activity<br><b>2</b>                | For a raffle, provide drawing date(s):<br><b>5-17-20</b> |                       |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><b>Gregory Yeager</b>  | Title<br><b>Board Member</b>                   | Business Phone Number<br><b>(701) 866-1844</b>           |                       |
| Business Address<br><b>Po Box 773</b>  | City<br><b>Fargo</b>                           | State<br><b>ND</b>                                       | Zip Code              |
| Mailing Address (if different)   | City   | State  | Zip Code              |
| Name of Site Where Game(s) will be Conducted<br><b>Olivet Lutheran Church (Raffle Drawing)</b>   | Site Address<br><b>1330 University Drive S</b> |  |                       |
| City<br><b>Fargo</b>   | State<br><b>ND</b>                             | Zip Code   | County<br><b>Cass</b> |
| Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.<br><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    | Traeger Grill        | \$650.00              |           |                      |  |
| Raffle    | Cash or Grill        | \$650.00              |           |                      |  |
| Raffle    | Samsung TV           | \$500.00              |           |                      |  |
| Raffle    | Apple i pad          | \$250.00              |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
| Total:    |                      |                       |           |                      | (Limit \$40,000 per year)<br>\$ 1,400.00 |

Intended uses of gaming proceeds: ( )

Provide scholarships for youth in FM area.

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

|   |                           |                                    |  |
|---|---------------------------|------------------------------------|--|
| Signature of Organization or Group's Top Official<br><i>Beth Jensen</i> | Date<br><b>12/10/2019</b> | Title<br><b>Executive Director</b> | Business Phone Number<br><b>(218) 329-5697</b> |
|---|---------------------------|------------------------------------|--|



## OFFICE OF ATTORNEY GENERAL

Application for: ☒ Local Permit \* ☐ Restricted Event Permit (one event per year)

☒ Local Permit

\* ☐ Restricted Event Permit (one event per year)

|  |  |  |                          |   |                          |
|--|--|--|--------------------------|---|--------------------------|
| Name of Nonprofit Organization or group of people permit is issued to<br><i>Muskies Inc. 7.M. Chapter</i>  |  | Date(s) of Activity<br><i>Feb 13, 2020 to Feb 13, 2020</i> |                          | For a raffle, provide drawing date(s):<br><i>Feb 13, 2020</i> |                          |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><i>Richard A. Eagleson</i>   |  | Title<br><i>Club Treasurer</i>                             |                          | Business Phone Number<br><i>701-237-4801</i>                  |                          |
| Business Address<br><i>909 Page Dr.</i>  |  | City<br><i>Fargo</i>                                       |                          | State<br><i>N.D.</i>  | Zip Code<br><i>58103</i> |
| Mailing Address (if different)<br><i>Same</i>  |  | City<br><i>—</i>   |                          | State<br><i>—</i>   | Zip Code<br><i>—</i>     |
| Name of Site Where Game(s) will be Conducted<br><i>Ramada Fargo</i>  |  | Site Address<br><i>3333 13<sup>th</sup> Ave S.</i>         |                          |   |                          |
| City<br><i>Fargo</i>   |  | State<br><i>ND</i>   | Zip Code<br><i>58103</i> | County<br><i>Cass</i>   |                          |
| Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event 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 |
|-----------|----------------------|-----------------------|
| Raffle    | List Attached        | 9067.00               |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |


| Game Type | Description of Prize | Retail Value of Prize                   |
|-----------|----------------------|---|
|           |                      |   |
|           |                      |   |
|           |                      |   |
|           |                      |   |
|           |                      |   |
|           |                      |   |
|           |                      |   |
|           |                      |   |
|           |                      |   |
|           |                      |   |
| Total:    |                      | (Limit \$40,000 per year)<br>\$ 9067.00 |

Intended uses of gaming proceeds: to promote muskie Resurch, Fish Stocking, Good Sportsmanship, youth Fishing, Donations.

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 1,000.00. This amount is part of the total prize limit of \$40,000 per year.

|  |                  |                        |                                       |
|--|------------------|------------------------|---------------------------------------|
| Signature of Organization or Groups Top Official<br> | Date<br>1-6-2020 | Title<br>club Treasur. | Business Phone Number<br>701-237-4401 |
|--|------------------|------------------------|---------------------------------------|

| Quantity | Item                               | Amount     |
|----------|------------------------------------|------------|
| 18       | Spinning Rod & Reel @ \$30.00 Each | \$540.00   |
| 15       | Muskie Rods @ \$40.00 Each         | \$600.00   |
| 2        | Radios @ \$120.00 Each             | \$240.00   |
| 10       | Electric Knives @ \$15.00 Each     | \$150.00   |
| 6        | Electric Knives @ \$13.00 Each     | \$78.00    |
| 2        | Crown Royal Bottle                 | \$55.00    |
| 4        | Grinders @ \$15.00 Each            | \$60.00    |
| 10       | Casting Reels @ \$35.00 Each       | \$350.00   |
| 30       | Knives @ \$10.00 Each              | \$300.00   |
| 6        | Gun Cases @ \$60.00 Each           | \$360.00   |
| 10       | Fishing Kits @ \$15.00 Each        | \$150.00   |
| 3        | GRO PRO Camera @ \$200.00 Each     | \$600.00   |
| 4        | Rod & Reels @ \$70.00 Each         | \$280.00   |
| 4        | Cameras @ \$150.00 Each            | \$600.00   |
| 2        | Trail Cameras @ \$70.00 Each       | \$140.00   |
| 5        | Road Bags @ \$30.00 Each           | \$150.00   |
| 6        | Shears @ \$25.00 Each              | \$150.00   |
| 6        | Knives @ \$16.00 Each              | \$96.00    |
| 4        | Saw Kits @ \$25.00 Each            | \$100.00   |
| 5        | Life Jackets @ \$70.00 Each        | \$350.00   |
| 6        | Scopes @ \$30.00 Each              | \$180.00   |
| 2        | Gun Cleaning Kits @ \$25.00 Each   | \$50.00    |
| 2        | Mr. Heaters @ \$35.00 Each         | \$70.00    |
| 10       | Coolers @ \$25.00 Each             | \$250.00   |
| 1        | Fish House                         | \$460.00   |
| 20       | Rods @ \$20.00 Each                | \$400.00   |
| 2        | Spotting Scope @ \$20.00 Each      | \$180.00   |
| 4        | Grinders @ \$15.00 Each            | \$60.00    |
| 8        | Tackle Boxes @ \$15.00 Each        | \$120.00   |
| 1        | Oxygenator                         | \$100.00   |
| 2        | Shooting Rest @ \$80.00 Each       | \$160.00   |
| 1        | Savage 22-250                      | \$375.00   |
| 1        | 10" Strike Master Auger            | \$466.00   |
| 1        | Cross Bow                          | \$160.00   |
| 1        | NDSU Cooler                        | \$200.00   |
| 1        | Grill                              | \$185.00   |
| 1        | Shooting Stand                     | \$70.00    |
| 1        | Trailer                            | \$160.00   |
| 1        | Deer Cart                          | \$72.00    |
|          | TOTAL                              | \$9,067.00 |

## SFN 9338 (08/2019)

(30)

925.00

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

|        |                                       |
|--------|---------------------------------------|
| Total: | (Limit \$40,000 per year)<br>\$ 800 - |
|--------|---------------------------------------|

~~Teacher~~ Teacher Start up Funds

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

|  |                       |       |                       |
|--|-----------------------|-------|-----------------------|
| Signature of Organization or Group's Top Official<br><i>Katti Labonsky</i> | Date<br><i>1-9-20</i> | Title | Business Phone Number |
|--|-----------------------|-------|-----------------------|

4

January 3, 2020

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

Dear Commissioners:

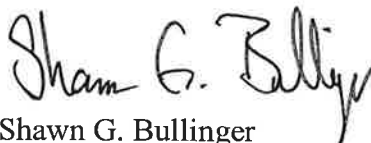
Enclosed and delivered to the City Commission office for review and approval please find a Purchase Agreement with Kelmar Property 6, LLC for purchase of City property located at 1805 Sheyenne Loop N.

RECOMMENDED MOTION:

I/we hereby move to approve and authorize the sale of land located at 1805 Sheyenne Loop N. to Kelmar Property 6, LLC and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a signed copy.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Brenda Derrig  
Nancy Morris  
Attachments

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 2 day of Jan, 2020, by and between **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Seller", and **KELMAR PROPERTY 6, LLC**, hereinafter "Buyer",

**WITNESSETH:**

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot One (1) Block Three (3), 19th Avenue Southwest Pond Addition to the City of Fargo.

**WHEREAS**, the city of Fargo has indicated a desire to sell the real estate; and,

**WHEREAS**, Buyer offered to purchase the real estate in accordance with the terms stated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. Subject Matter. The subject matter of this agreement is the real estate described.
2. Purchase Price. The purchase price for the real property identified is as follows: Two Thousand Dollars (\$2,000).
3. Payment of Purchase Price. Buyer shall present a certified check at the time of closing for the full amount of the purchase price.
4. Deed. Seller shall sign a Quitclaim deed. Buyer will take title as follows: Kelmar Property 6, LLC.
5. Closing Date and Transfer of Possession. Closing shall take place as soon as possible. Buyer shall take possession of the real estate on the day of closing. The property is currently vacant.
6. Warranty. Seller provides no express or implied warranties on the subject property.

DATED this 2 day of Jan, 2020.

BUYER:

 - President  
Kelmar Property 6, LLC

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SELLER:

CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor



5

December 27, 2019

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

**Re: Amendment of Right of Way Contract -  
NuStar Pipeline Operating Partnership L.P.**

Dear Commissioners:

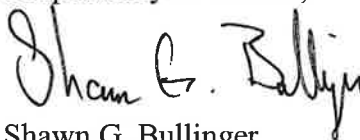
Enclosed please find an Amendment of Right of Way Contract with NuStar Pipeline Operating Partnership L.P. A portion of the existing pipeline at 23<sup>rd</sup> Ave S and 41<sup>st</sup> Street S was rerouted during the construction of 23<sup>rd</sup> Ave S. The underlying pipeline in this location has been abandoned in place with a new line rerouted to the north requiring an amendment to the original document. Engineering is recommending the Amendment of Right of Way Contract be approved.

RECOMMENDED MOTION:

Approve and authorize the execution of the Amendment of Right of Way Contract.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris  
Jeremy Engquist

---

[Space Above this Line for Recording Office Use Only]

Parcel No. ND-CAS-005600

**AMENDMENT OF RIGHT OF WAY CONTRACT  
(NORTH DAKOTA)**

This **AMENDMENT OF RIGHT OF WAY CONTRACT** (this “**Amendment**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, (the “**Effective Date**”), by and between City of Fargo hereinafter called “**Grantor**”, and NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, hereinafter called “**Grantee**.”

**WHEREAS**, Edwin G. Clapp and Standard Oil Company entered into a Right of Way Contract dated June 12, 1953 and recorded in Book I-2, Misc. Page 348 in the Register of Deeds in Cass County, North Dakota (the “**Agreement**”) granting Standard Oil Company the right to construct a pipeline (the “**Pipeline**”);

**WHEREAS**, on or about 1953 Standard Oil Company constructed a pipeline (“Original Pipeline”) pursuant to the Agreement;

**WHEREAS**, the Agreement was modified in that certain Agreement and Partial Release dated October 10, 1996 and recorded in Document No. 863981 in the Register of Deeds in Cass County, North Dakota;

**WHEREAS**, Grantor, the present owner of the property burdened by the Agreement, and Grantee, the present holder of the Agreement, now desire to amend the Agreement to document the abandonment in place of the Original Pipeline and relocation of a new pipeline.

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, Grantor, and Grantee, desire to amend the Agreement as set forth herein.

1. The Agreement is amended to document the abandonment in place of the Original Pipeline and relocation with a new pipeline, which once constructed, shall be referred to as the "pipeline" pursuant to the Agreement.

2. The Agreement is amended, and it is agreed that the new location where the new pipeline is constructed is outside of the existing fifty-foot (50') easement and shall have a permanent easement width of fifty-feet (50'). The new location is depicted on Exhibit "A" and described on Exhibit "B".

3. Grantee will not be liable or responsible for any damages caused to Grantor's improvement above the Original Pipeline.

4. This Amendment shall not operate to alter or revise the Agreement, or the parties' rights and obligations under the Agreement, except as expressly provided for in this Amendment. The parties ratify the Agreement, as amended hereby, as remaining in full force and effect. To the extent any provision of this Amendment is inconsistent with any provision of the Agreement, the provisions of this Amendment shall control.

5. Warranty. The person executing this Amendment on behalf of Grantor represents and warrants that he or she is authorized to do so, and that this Amendment constitutes a binding and enforceable right and obligation of Grantor. The person executing this Amendment on behalf of Grantee represents and warrants that he or she is authorized to do so, and that this Amendment constitutes a binding and enforceable right and obligation of Grantee.

6. Entireties. This Amendment constitutes the entire agreement between the parties with regard to the matters described herein and supersedes all prior agreements, written or oral, between the Parties, relating to the subject matter hereof.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall constitute one and the same instrument.

8. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of North Dakota without regard to conflicts of law principles.

**The remainder of this page is intentionally blank.**

[signature and notary pages follow]

Grantor has signed this Agreement effective on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**

**City of Fargo,  
a North Dakota municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH DAKOTA     §  
  § ss  
COUNTY OF CASS           §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019 by \_\_\_\_\_ the \_\_\_\_\_ of the  
City of Fargo, a North Dakota municipal corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**GRANTEE:**

**NuStar Pipeline Operating Partnership L.P.**

By and through its general partner, **NuStar Pipeline Company, LLC**

By: 

Name: R. Heath Reininger

Title: Director of Real Estate

STATE OF TEXAS

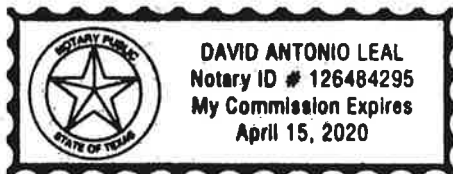
§


§ ss

COUNTY OF BEXAR

§

This instrument was acknowledged before me this 18<sup>th</sup> day of December, 2019 by R. Heath Reininger the Director of Real Estate of NuStar Pipeline Company, LLC, a Delaware limited liability company, the general partner of NuStar Pipeline Operating Partnership, L.P., a Delaware limited partnership, on behalf of said limited partnership.



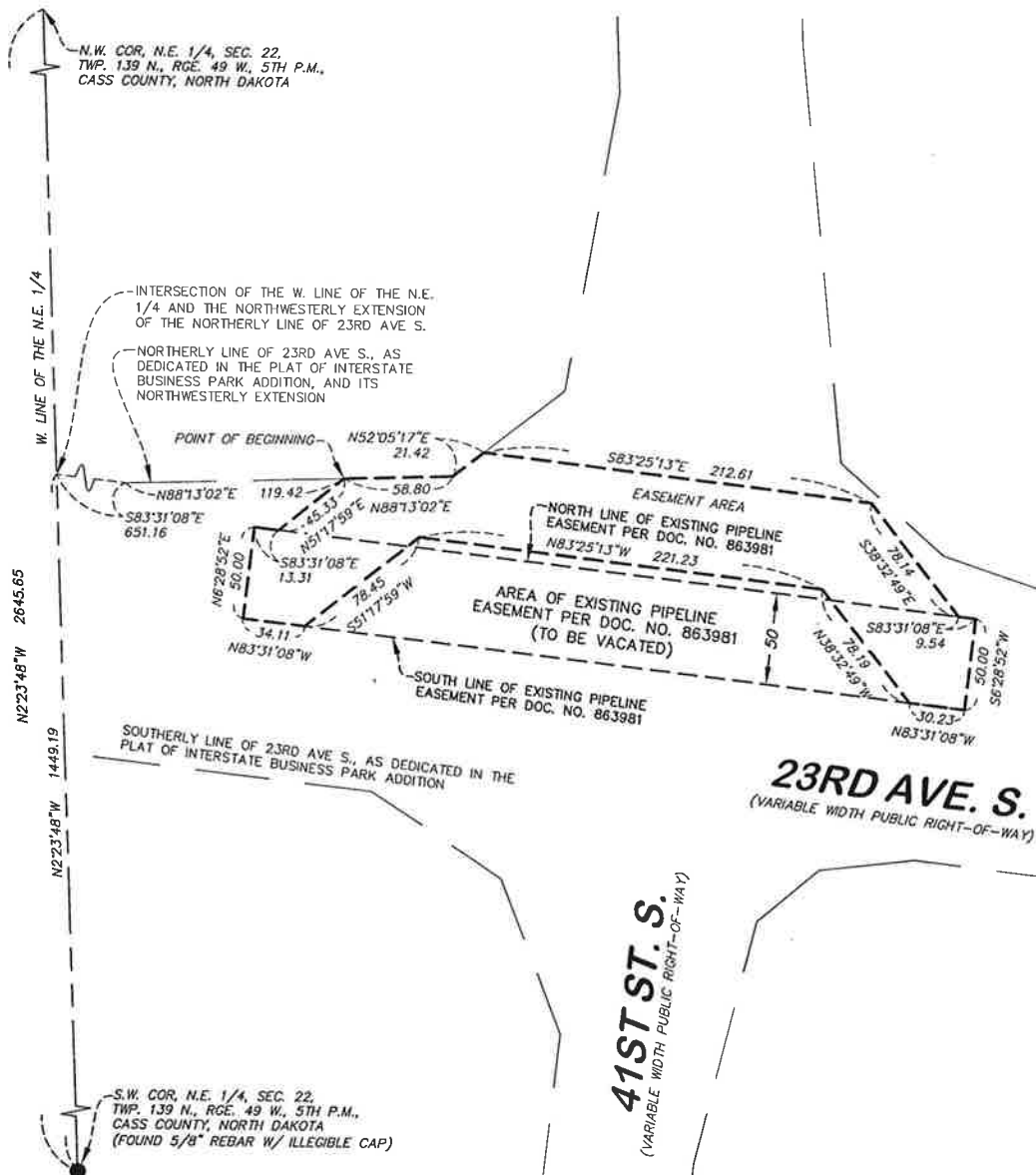
  
Notary Public, State of 4/15/2020

This instrument was drafted by:  
NuStar Pipeline Operating Partnership, L.P.  
19003 IH-10 West  
San Antonio, TX 78257  
Phone: 210 918 2000

With a mailing address of:  
P.O. Box 781609  
San Antonio, Texas 78278

## EASEMENT EXHIBIT

-FOR-



## LEGEND

- FOUND IRON MONUMENT

I hereby certify that this survey, plan, or report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Date: November 4, 2019

Eric A. Roeser  
North Dakota License No. 8790



REFER TO EXHIBIT "B" FOR THE DESCRIPTION THAT ACCOMPANIES THIS DRAWING.



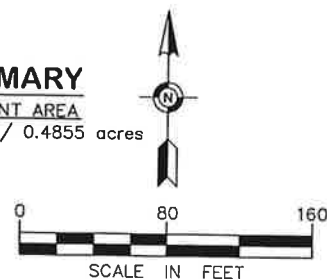
Egan, Field & Nowak, Inc.  
Land Surveyors since 1872

1229 Tyler Street NE, Suite 100  
Minneapolis, Minnesota 55413  
PHONE: (612) 466-3300  
FAX: (612) 466-3383  
WWW.EFNSURVEY.COM  
COPYRIGHT © 2018 BY EGAN, FIELD & NOWAK, INC.

## SUMMARY

## EASEMENT AREA

21,149 sq. ft. / 0.4855 acres



The west line of the Northeast Quarter of Section 22, Twp. 139 N., Rge., 49 W., 5th P.M. is assumed to bear North 02 degrees 23 minutes 48 seconds West per the plat of Interstate Business Park Addition

EXHIBIT "A"

SECTION 22,  
TOWNSHIP 139 N, RANGE 49 W, 5TH P.M.  
CASS COUNTY, NORTH DAKOTA



SHEET 1 OF 1

**EASEMENT EXHIBIT**

-FOR-



A perpetual easement for pipeline purposes over, under, and across that part of the following described parcel:

That part of 23rd AVE S. and 41st ST. S. as dedicated in the plat of Interstate Business Park Addition, recorded as Document No. 1533537, Cass County, North Dakota.

Said easement is described as follows:

Commencing at the southwest corner of Northeast Quarter of Section 22, Township 139 North, Range 49 West, 5th Principal Meridian, Cass County, North Dakota; thence North 02 degrees 23 minutes 48 seconds West, assumed bearing, along the west line of said Northeast Quarter, a distance of 1449.19 feet to the intersection with the northwesterly extension of the northerly line of 23rd AVE. S., as dedicated in the plat of Interstate Business Park Addition; thence South 83 degrees 31 minutes 08 seconds East, a distance of 651.16 feet along said north line of 23rd AVE. S and its northwesterly extension; thence North 88 degrees 13 minutes 02 seconds East, along said northerly line of 23rd AVE. S., a distance of 119.42 feet to the point of beginning of said easement to be described; thence continuing North 88 degrees 13 minutes 02 seconds East, along said northerly line of 23rd AVE. S., a distance of 58.80 feet; thence North 52 degrees 05 minutes 17 seconds East, along said northerly line of 23rd AVE. S., a distance of 21.42 feet; thence South 83 degrees 25 minutes 13 seconds East, a distance of 212.61 feet; thence South 38 degrees 32 minutes 49 seconds East, a distance of 78.14 feet to the north line of the existing pipeline easement described in Document Number 863981; thence South 83 degrees 31 minutes 08 seconds East, along said north line, a distance of 9.54 feet; thence South 06 degrees 28 minutes 52 seconds West, a distance of 50.00 feet to the south line of said existing pipeline easement described in Document Number 863981; thence North 83 degrees 31 minutes 08 seconds West, along said south line, a distance of 30.23 feet; thence North 38 degrees 32 minutes 49 seconds West, a distance of 78.19 feet; thence North 83 degrees 25 minutes 13 seconds West, a distance of 221.23 feet; thence South 51 degrees 17 minutes 59 seconds West, a distance of 78.45 feet to said south line of the existing pipeline easement described in Document Number 863981; thence North 83 degrees 31 minutes 08 seconds West, a distance of 34.11 feet; thence North 06 degrees 28 minutes 52 seconds East, a distance of 50.00 feet to said north line of the existing pipeline easement described in Document Number 863981; thence South 83 degrees 31 minutes 08 seconds East, along said north line, a distance of 13.31 feet; thence North 51 degrees 17 minutes 59 seconds East, a distance of 45.33 feet to said northerly line of 23rd AVE. S. and the point of beginning.

REFER TO EXHIBIT "A" FOR THE DRAWING  
THAT ACCOMPANIES THIS DESCRIPTION.



Egan, Field & Nowak, Inc.  
land surveyors since 1872

1229 Tyler Street NE, Suite 100  
Minneapolis, Minnesota 55413  
PHONE: (612) 466-3300  
FAX: (612) 466-3383  
WWW.EFNSURVEY.COM  
COPYRIGHT © 2018 BY EGAN, FIELD & NOWAK, INC.

EXHIBIT "B"

SECTION 22,  
TOWNSHIP 139 N, RANGE 49 W, 5TH P.M.  
CASS COUNTY, NORTH DAKOTA



SHEET 1 OF 1

G123/55

## REPORT OF ACTION

(6)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Xcel Agreement for Regulator Bollard Protection

Location: 4<sup>th</sup> Avenue & 5<sup>th</sup> Street North

Date of Hearing: 1/6/2020

RoutingDate

City Commission

1/13/2020

PWPEC File

X

Project File

Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding an Agreement with Xcel Energy to install bollards and fencing to protect their above ground gas regulator located in the southwest corner of 4<sup>th</sup> Avenue and 5<sup>th</sup> Street North. Xcel will be required to provide a certificate of insurance to hold the City harmless

Staff is recommending approval of the Agreement allowing protection for the gas regulator.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the Agreement with Xcel Energy.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Agreement with Xcel Energy to install protection for their gas regulator.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: None

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

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

|                                     |                                     |                          |                                     |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <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"/> | <input checked="" type="checkbox"/> |
| <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"/> | <input checked="" type="checkbox"/> |
| <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"/> | <input checked="" type="checkbox"/> |
| <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"/> | <input checked="" type="checkbox"/> |

ATTEST:

B. E. Derrig  
Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC  
**From:** Kristy Schmidt, Civil Engineer II  
**Date:** January 2, 2020  
**Re:** Agreement with Xcel for Protection of Gas Regulator

---

### **Background:**

Xcel Energy requires protection of their above ground gas regulator located in the southwest corner of 4<sup>th</sup> Avenue and 5<sup>th</sup> Street North. Attached you will find a signed Agreement for the installation of bollards and fencing. As part of this Agreement, Xcel will install a decorative fence to conceal the regulator and bollards.

Xcel will be required to provide a certificate of insurance to hold the City harmless.

### **Recommended Motion:**

Approve the Agreement allowing protection for the gas regulator.

KLS/klb  
Attachments

**AGREEMENT**

**(Regulator Bollard Protection in the Public Right of Way)**

**THIS AGREEMENT** by and between the **CITY OF FARGO, NORTH DAKOTA**, a North Dakota municipal corporation, hereinafter referred to as “City”, and Xcel Energy, Inc., a Minnesota Corporation (“Xcel”).

**WHEREAS**, Xcel is a franchisee of Fargo and is permitted to place necessary appurtenances in the right of way on property located at in the city of Fargo, in accordance with the Franchise terms; and

**WHEREAS**, Xcel placed a regulator in the City right-of-way on the corner of 5<sup>th</sup> Street North and 4<sup>th</sup> Avenue North, as depicted in Exhibit “A” attached hereto; and

**WHEREAS**, Xcel now wishes to place bollards or other form of protection around the regulator in order to protect it from the traveling public; and

**WHEREAS**, Xcel will propose protection design and location for approval by the City Engineer; and

**WHEREAS**, Xcel has agreed to enter into an agreement with the City to establish the parties’ rights and responsibilities with respect to the approved use.

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

1. Xcel is hereby granted the right to use a portion of the right-of-way for the purpose

of placing bollards or other protection around its franchised regulator.

Location: City of Fargo Right of Way on the corner of 4<sup>th</sup> Avenue North and 5<sup>th</sup> Street North, more particularly described and indicated in attached Exhibit "A," attached hereto and incorporated herein by reference.

2. It is the intent of this agreement that Xcel may utilize said City right-of-way only for the purpose of the identified bollard protection. It is agreed by and between the parties that the bollards shall be painted gray in color to match the existing regulator, and there shall be decorative fencing or other acceptable installment concealing the bollards and the regulators, for aesthetic purposes, acceptable to City.

3. Xcel will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel, in accordance with MUTCD Standards and Specifications; and that upon discontinuance of use, Xcel will restore and replace all public property to its condition prior to the commencement of such use of the public premises.

4. It is understood and agreed by and between the parties that Xcel will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public rights-of-way.

5. Xcel further agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public rights-of-way as aforesaid. Xcel also agrees to provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

6. Upon termination of the franchise between Owner and Xcel, or at such other time as the use of the public right of way is no longer needed, Xcel shall remove the regulator and the protection authorized herein, including all support structures and utilities. Xcel shall be responsible for all costs associated.

7. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

8. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. In the event the City needs to permanently retake the encroachment area for public use, City will provide Xcel written notice 180 days in advance to remove the encroaching private facilities.

(The remainder of this page left intentionally blank.)

Dated this \_\_\_\_ day of November, 2019.

Xcel Energy, Inc., a Minnesota Corporation

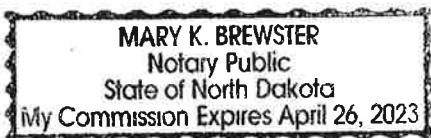
By 

Its BRAD Sylliaasen  
Director, Design AND Construction

North Dakota  
STATE OF MINNESOTA )  
COUNTY OF Cass ) ss:  
)

On this 10 day of December, 2019, before me, a notary public in and for said county and state, personally appeared Brad Sylliaasen to me known to be the Director, of the company described in and that executed the within and foregoing instrument, and acknowledged to me that said company executed the same.

(SEAL)



Mary K Brewster  
Notary Public  
Cass County, ~~Minnesota~~ North Dakota

Dated this \_\_\_\_ day of November, 2019.

**City of Fargo, a North Dakota  
municipal corporation**

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

**ATTEST:**

\_\_\_\_\_  
Steven Sprague, City Auditor

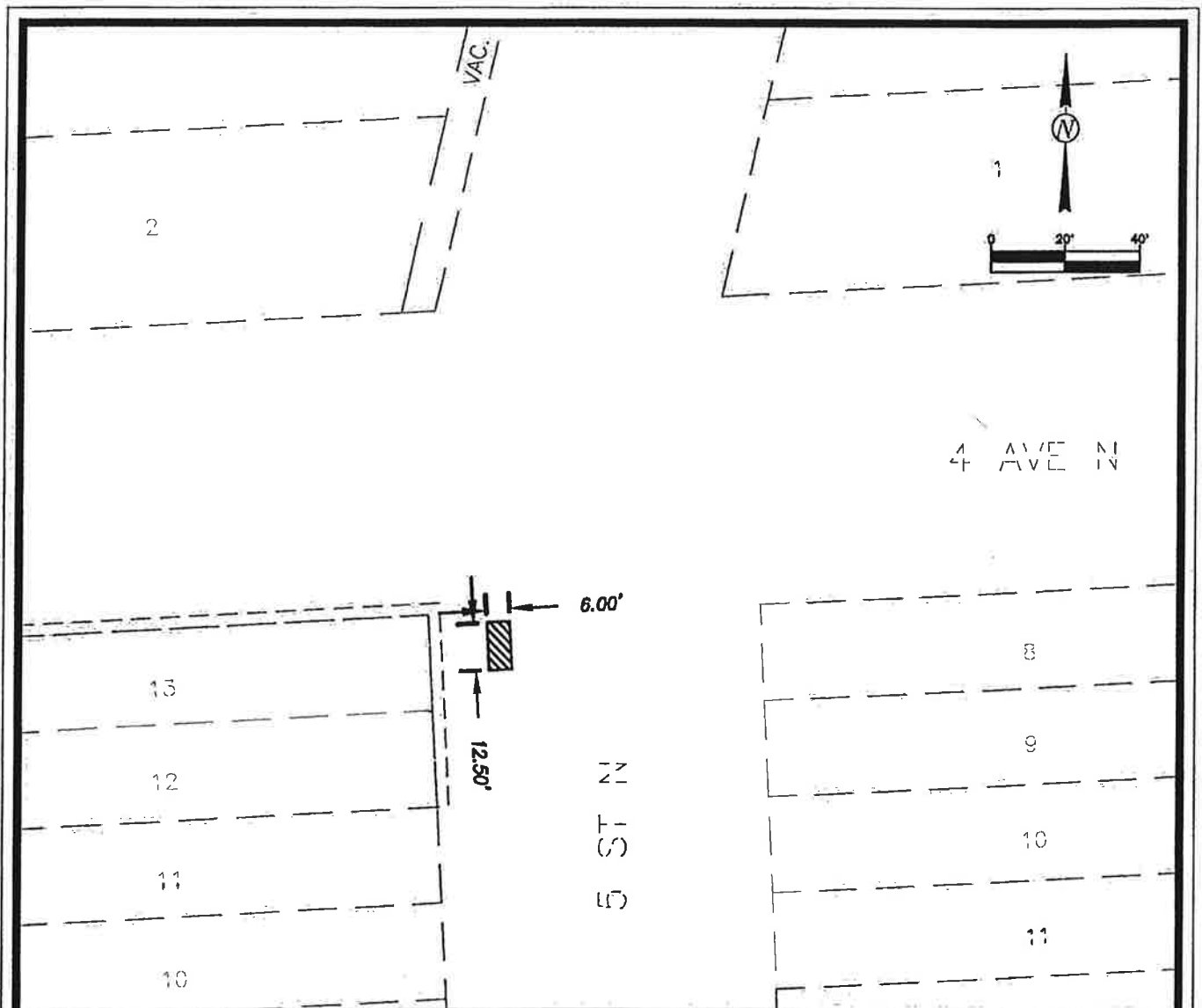
STATE OF NORTH DAKOTA     )  
  ) ss:  
COUNTY OF CASS             )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and City Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
505 Broadway, Suite 206  
Fargo, ND 58102  
701-280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)



### Exhibit A

 - New License Agreement

Purpose: License Agreement


Description:

The City of Fargo grants permission to Xcel Energy Inc. for a License Agreement in the Right-of-Way to the City of Fargo, Cass County, North Dakota described as follows:

An area of land 6' wide and 12.5' long in the Southwest corner of the intersection at 5 Street N and 4 Avenue N for the purpose of utility regulator protection.

Said area contains 75.0 square feet, more or less.

Bearings based on the City of Fargo ground control system.

|   |  |   |
|---|--|---|
| <br><b>THE CITY OF</b><br><b>Fargo</b><br>FAR MORE<br><b>ENGINEERING DEPT.</b> | <b>LICENSE AGREEMENT</b>                             |   |
|   | UTILITY REGULATOR PROTECTION<br>FOR XCEL ENERGY INC. |   |
|   | DRAWN BY: BDK<br>APPROVED BY: KLS                    | DATED: OCTOBER 24, 2018<br>SHEET 1 OF 1 |

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Type: Joint Powers Agreement w/ Southeast Cass Water Resource District  
Drain Maintenance and Improvements

Location: Citywide Date of Hearing: 1/6/2020

|                 |             |
|-----------------|-------------|
| <u>Routing</u>  | <u>Date</u> |
| City Commission | 1/13/2020   |
| PWPEC File      | X           |
| Project File    | Roger Kluck |

The Committee reviewed a communication from Civil Engineer, Roger Kluck, regarding a Joint Powers Agreement with Southeast Cass Water Resource District (SE Cass WRD) for drain maintenance, repairs and improvement projects for the legal drains within Fargo city limits.

Engineering Staff, the Public Works Director, and the City Attorney's office have been meeting with SE Cass WRD to better define overall responsibilities for maintenance, repairs, and improvements to the legal drain system. Prior to this agreement, City staff has completed the general maintenance of the drain system. If a larger project were necessary, the City and SE Cass WRD would coordinate based on available funds to complete the repair or improvement projects as needed.

Through this agreement, routine maintenance such as mowing and vegetation control will continue to be covered by the City but if larger repairs are needed in the drains, SE Cass WRD will be responsible for the repairs through the use of their yearly assessment district funds. Negotiated cost participation for larger projects may still occur if additional benefits are identified for the City. Engineering has participated closely in the development of the attached Joint Powers Agreement with SE Cass WRD and recommends approval.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to recommend approval of the Joint Powers Agreement with Southeast Cass Water Resource District for drain maintenance and improvements

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Joint Powers Agreement with Southeast Cass Water Resource District for drain maintenance and improvements.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

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

COMMITTEE

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

|                                     |                                     |                          |                                     |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| Present                             | Yes                                 | No                       | Unanimous                           |
|                                     |                                     |                          | <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"/> |                                     |

ATTEST:



Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC

**From:** Roger E. Kluck, PE, CFM Civil Engineer II

**Date:** January 2, 2020

**Re:** Joint Powers Agreement with Southeast Cass  
Drain Maintenance and Improvements

---

### **Background:**

For some time City Staff including the City Engineer, the Public Works Director, and the City Attorney's office have been in discussions with SE Cass to better define overall maintenance and improvements to the legal drain system as Fargo grows. Past practice required each projects cost to be negotiated for cost participation. Routine maintenance, such as mowing, was covered by the City, but if repairs were needed in the drains, negotiations needed to occur delaying the needed repairs. Through meetings over the last three years with SE Cass as part of the overall Storm Sewer Utility Fee development, common ground was found and an Agreement began to materialize. The culmination of those efforts is attached. Engineering has participated closely in the development of the Joint Powers Agreement with SE Cass and recommends approval.

### **Recommended Motion:**

Approve the Joint Powers Agreement with SE Cass for overall legal drain operation and maintenance.

REK/klb  
Attachments

C: Brenda Derrig, City Engineer  
Jody Bertrand, Division Engineer

**JOINT POWERS AGREEMENT  
URBAN LEGAL ASSESSMENT DRAINS**

THIS AGREEMENT is by the Southeast Cass Water Resource District, a North Dakota political subdivision (the "District"); and the City of Fargo, North Dakota, a North Dakota municipal corporation (the "City").

**RECITALS**

A. The District owns, operates, and maintains at least portions of several legal assessment drains within the City's municipal boundaries.

B. In the past, the District and the City have cooperated regarding maintenance and operation of those portions of legal assessment drains within the City's boundaries, and the parties have concluded a formal agreement to outline the parties' obligations in the future would benefit both parties.

C. Under Section 54-40.3-01 of the North Dakota Century Code, the District and the City have authority to enter into a Joint Powers Agreement to provide for the cooperative administration of projects, and the District and the City wish to enter into this Agreement to provide the parties' respective responsibilities and obligations regarding operation and maintenance of legal assessment drains within the City's municipal boundaries.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

1. **The Drains.** The District owns, operates, and maintains at least portions of the following legal assessment drains within the City's municipal boundaries:

See map attached as **Exhibit A**.

Those portions of the drains identified above within the City's municipal boundaries are, collectively, the "Drains" as of the date of this Agreement. However, the parties intend for this Agreement to apply to any portion of any legal assessment drain within the City's municipal boundaries, including any portion of any future legal assessment drains constructed within the City's municipal boundaries, and any portion of any legal assessment drain annexed by the City. The parties intend for this Agreement to apply to all portions of any legal assessment drains owned by the District within the City's municipal boundaries, as those boundaries exist currently and as the City's boundaries expand in the future; if the City annexes any property that includes a legal assessment drain, the definition of the "Drains" in this Agreement will automatically include any portion of the legal assessment drain within the City's new municipal boundaries. In addition, the parties intend for this Agreement to apply to any portions of any future legal assessment drains constructed within the City's municipal boundaries. The parties need not amend this Agreement and need not update or amend the map attached as **Exhibit A** for purposes of redefining the

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains*

Page 2

“Drains” as the City annexes property or as the City’s boundaries otherwise expand, as new legal assessment drains are constructed within the City’s boundaries, or as existing legal assessment drains are expanded or extended.

2. **Benefits of the Drains.** The District and the City agree the Drains provide important drainage benefits within the watershed of each Drain; the Drains serve as outlets for many of the City’s storm sewer systems; and the Drains provide important benefits for the City, public infrastructure, and residents of the City. The parties further agree joint administration and cooperation regarding operation, maintenance, and improvements of the Drains will benefit both parties and their respective constituents.

3. **Project Responsibilities.** Under this Agreement, the City will be responsible for regular maintenance of the Drains, including mowing, vegetation control, and minor silt removal (i.e., silt removal the City can conduct with City staff and equipment, and without hiring third-party contractors). The District will be responsible for slide repairs and other erosion-related repairs, and major silt removal. The City will be responsible for maintaining City-initiated Drain improvements. With the exception of private party initiated improvements approved by The District, the parties will mutually agree which party will be responsible for any obligations regarding the Drains not identified in this Agreement, including future Drain improvement projects. Upon completion of each project or activity, the District will continue to own all of the Drains. Each party will provide the other with reasonable assistance as necessary or as requested in the performance of the other’s obligations under this Agreement. The District and the City will coordinate and work cooperatively regarding all design and construction activities. The parties will meet regularly to discuss the status of projects and future needs. The parties’ specific obligations are as follows:

A. **The City’s Obligations.** The City will be responsible for the following obligations:

- 1) maintaining the Drains, including mowing, vegetation control, minor silt removal (as previously defined), and other routine, non-structural maintenance;
- 2) assist with detection, and provide notice to the District, of improper or illegal discharge or dumping into the Drains, including sump pump outlets by homeowners, landowners, and others within City limits;
- 3) assist with detection, and provide notice to the District, of encroachments or impediments upon Drain right of way;
- 4) coordinating with the District on requests to alter Drain right of way within the City’s municipal boundaries;
- 5) assist with communicating with homeowners and landowners within City limits regarding operation and maintenance of the Drains;
- 6) obtaining consent from the District, which shall not be unreasonably withheld, before installing or constructing any improvements to any Drain; installing or constructing any fixtures on Drain right of way; constructing any structural repair,

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains*

Page 3

- modification, or improvement to any Drain; or conducting any excavation on any Drain right of way;
- 7) identifying any additional right of way necessary to complete any of the City's obligations under this Agreement, and communicating the right of way needs to the District;
  - 8) applying for and obtaining all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities for all Drain levee or flood protection improvement projects initiated or constructed by the City;
  - 9) reviewing and approving plats in accordance with the Watercourse Setback requirements of Fargo Municipal Code § 20-0505, if applicable; ;
  - 10) administering and managing the City's Drain projects, including bidding, awarding of contracts, and administration of contracts;
  - 11) monitoring and inspecting the Drains, in coordination with the District, for erosion, slides, and other conditions that may require repairs;
  - 12) providing regular updates to the District regarding the City's maintenance activities;
  - 13) complying with all applicable laws regarding the City's obligations under this Agreement, including any rules, regulations, requirements, or directives from the United States Army Corps of Engineers ("COE"), the Federal Emergency Management Agency ("FEMA"), or the North Dakota State Engineer ("OSE").

B. **The District's Obligations.** The District will be responsible for the following obligations:

- 1) designing and constructing any improvements to the Drains, with the exception of improvement projects constructed by the City;
- 2) acquiring any additional right of way necessary for the Drains, including all right of way necessary to accommodate Drain projects of the District, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property;
- 3) administering and managing the District's projects, including bidding, awarding of contracts, and administration of contracts;
- 4) complying with all applicable laws regarding the District's obligations under this Agreement, including any rules, regulations, requirements, or directives from COE, FEMA, or OSE;
- 5) applying for and obtaining all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding Drain projects of the District and the City, with the exception of levee or flood protection projects initiated by the City;
- 6) applying for cost-share from the North Dakota State Water Commission and other applicable agencies and entities for all Drain projects of the District and the City, when funds or cost-share programs are available;
- 7) notifying the City regarding future and anticipated Drain projects;

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains*

Page 4

- 8) In instances where other parties are legally responsible for providing crossings to accommodate a particular Drain project, working with the applicable road authorities, government entities, railroad companies, and other entities to secure the requisite street, road, and railroad crossings or crossing improvements where necessary to accommodate the project.

4. **Repair and Improvement Projects.** With regard to erosion repairs, slide repairs, improvement projects, and other Drain projects that exceed the scope of the City's Drain maintenance obligations under this Agreement, and improvement projects constructed by the City in accordance with this Agreement, the District will be responsible for all structural components, and will levy assessments as permissible and necessary to ensure funds are available to remedy or improve the Drains as necessary.

5. **Cost Obligations.** Unless the parties otherwise agree for a particular project or activity, the parties will finance and fund their own obligations under this Agreement. When the District successfully obtains cost-share approval for a project for which the City is responsible, the District will cooperate with the City regarding cost-share administration as necessary and will forward any cost-share obtained to the City, less the District's costs.

6. **Project Access Rights.** The City will conduct its activities and construct its projects under this Agreement on the District's Drain right of way. Under this Agreement, and without the necessity for any additional easement, consent, or other approval document, the District grants and conveys to the City a non-exclusive license over the District's right of way for purposes of performing its obligations under this Agreement. For any District activity necessary under this Agreement on the City's right of way, the City grants and conveys to the District a non-exclusive license over the City's right of way for purposes of performing its obligations, without the necessity for any additional easement, consent, or other approval document.

7. **Duty to Repair and Remedies.** Each party will repair, relocate, or replace its own structures, facilities, or property damaged as a result of its activities conducted under this Agreement, provided the damage was not due to negligence of the other party or by the parties' contractors, licensees, or other invitees.

8. **Contractor Indemnity.** All of the City's contracts with any contractors performing any of the City's obligations under this Agreement or the District's contractors performing any of the District's obligations under this Agreement, shall include provisions which will require each contractor to release, defend, indemnify, and hold harmless the District, the City, and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any act or omission of any contractor, including all costs, expenses, and fees incurred by the District, the City, and the State of North Dakota in establishing and litigating the existence, scope, or any other matters relating to each

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains*

Page 5

contractor's obligations to release, defend, indemnify, and hold harmless. Those contractors' obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary.

9. **Insurance.** The North Dakota State Water Commission (the "SWC") provides cost-share for various Drain improvement projects; in each instance where the SWC provides cost-share, the SWC requires the local sponsor to enter into a cost-share agreement that contains specific insurance requirements for project contractors. Before permitting any contractor to enter upon any of the District's Drain right of way to construct any Drain project, the City will include the insurance provisions required by the SWC, and will require each contractor to name the City, the District, and the State of North Dakota as additional insured parties for each policy. For all other projects that do not include SWC cost-share, the City will require each contractor to provide insurance policies and endorsements in accordance with NDDOT requirements, and will require each contractor to name the City, the District, and the State of North Dakota as additional insured parties for each policy.

10. **Severability.** If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

11. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

12. **Applicable Law.** This Agreement will be construed in accordance with and governed by North Dakota law.

13. **Assignment.** Neither party may transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.

14. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by both parties.

15. **Interpretation.** This Agreement will be construed as if prepared by both parties.

16. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains*

**Page 6**

17. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

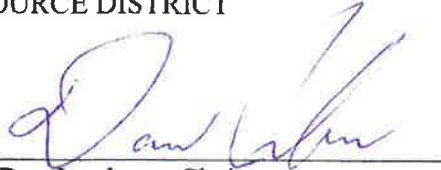
(Signatures appear on the following pages.)

***Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains***

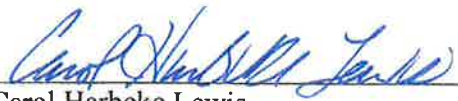
**Page 7**

SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By:

  
\_\_\_\_\_  
Dan Jacobson, Chair

ATTEST:

  
\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

Date: December 10, 2019



*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains*

**Page 8**

CITY OF FARGO, a North Dakota  
municipal corporation

By:

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D.,

Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Date: \_\_\_\_\_, 2019

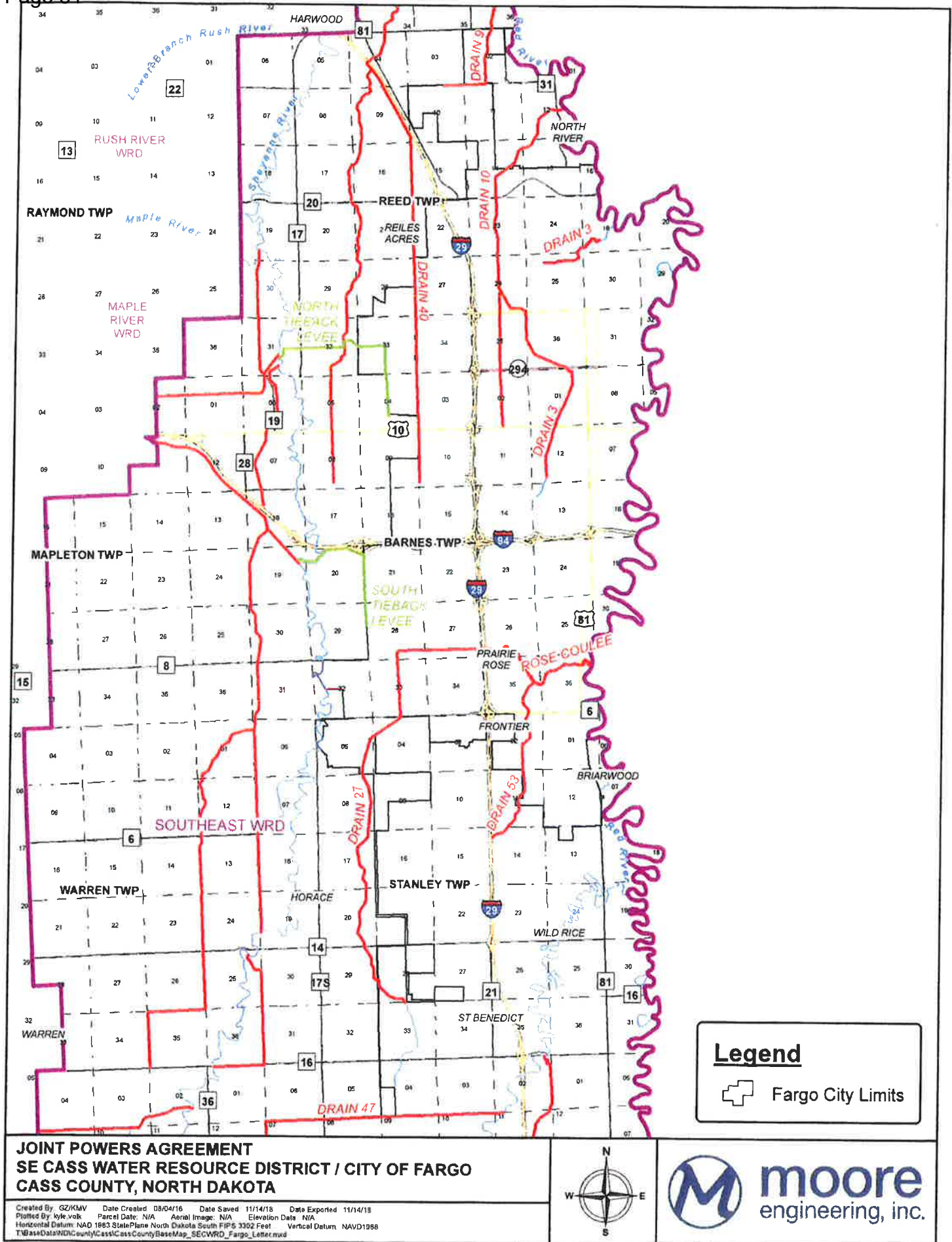
*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Urban Drains*

**Page 9**

**EXHIBIT A**

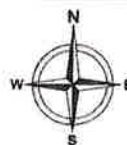
**MAP OF THE DRAINS**

(1 page attached)



**JOINT POWERS AGREEMENT  
SE CASS WATER RESOURCE DISTRICT / CITY OF FARGO  
CASS COUNTY, NORTH DAKOTA**

Created By: GZ/KMV Date Created: 05/04/16 Date Saved: 11/14/18 Date Exported: 11/14/18  
 Plotted By: kyle.volk Parcel Date: N/A Aerial Image: N/A Elevation Data: N/A  
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988  
 T:\BaseData\ND\County\Cass\CassCountyBaseMap\_SEGWRD\_Fargo\_Label.mxd



8

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. HD-18-A1

Type: Negative Final Balancing Change Order #2

Location: Roberts 2<sup>nd</sup>, Belmont Park, Copperfield  
& Chrisan 1<sup>st</sup> Additions

Date of Hearing: 1/6/2020

Routing

City Commission

Date1/13/2020

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Negative Final Balancing Change Order #2, in the amount of \$-68,584.14 bringing the total contract amount to \$306,732.36.

Staff is recommending approval of Negative Final Balancing Change Order #2, in the amount of \$-68,584.14.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-68,584.14 to Dirt Dynamics, bringing the total contract amount to \$306,732.36.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Funds & Flood Sales Tax (460)

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 NoN/AN/AN/ACOMMITTEEPresent Yes No Unanimous✓

Tim Mahoney, Mayor

✓✓✓

Nicole Crutchfield, Director of Planning

✓✓✓

Steve Dirksen, Fire Chief

✓✓✓

Bruce Grubb, City Administrator

✓✓✓

Ben Dow, Director of Operations

✓✓✓

Steve Sprague, City Auditor

✓✓✓

Brenda Derrig, City Engineer

✓✓✓

Kent Costin, Finance Director

✓✓✓

ATTEST:



Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Rob Hasey, Project Manager

**Date:** January 6, 2020

**Re:** Negative Final Balancing Change Order #2 – Project No. HD-18-A1  
Demolition, Site Restoration & Incidentals

---

Attached is Negative Final Balancing Change Order #2 in the amount of \$-68,584.14 for Project No. HD-18-A1. Please refer to the attached final balancing change order which reconciles the measured quantities with those estimated for the contract.

|                    |           |                    |
|--------------------|-----------|--------------------|
| Original Contract: | \$        | 360,948.00         |
| Change Order #1    | \$        | 14,368.50          |
| Liquidated Damages | \$        | (5,400.00)         |
| <u>FBCO #2:</u>    | <u>\$</u> | <u>(68,584.14)</u> |
| Total Contract:    | \$        | 301,332.36         |

**Recommended Motion:**

Approve Negative Final Balancing Change Order #2 in the amount of \$-68,584.14 to Dirt Dynamics.

Attachment

C: Tom Knakmuhs  
Jody Bertrand



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

|                     |  |                        |               |
|---------------------|--|------------------------|---------------|
| <b>Project No</b>   | HD-18-A1                                   | <b>Change Order No</b> | 2             |
| <b>Project Name</b> | Demolition, Site Restoration & Incidentals |                        |               |
| <b>Date Entered</b> | 12/27/2019                                 | <b>For</b>             | Dirt Dynamics |

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

**EXPLANATION OF CHANGE:** Final Balancing

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

| Section   | Line No | Item Description                          | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|---|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| <b>Site #1 - #1112 7th Ave N</b>                |         |   |      |               |              |               |              |              |                 |                    |
|   | 4       | Remove Pavement All Thicknesses All Types | SY   | 295.00        | 0.00         | 295.00        | -30.00       | 265.00       | 15.00           | -450.00            |
|   | 11      | Fill - Contractor Supply                  | CY   | 175.00        | 0.00         | 175.00        | -27.00       | 148.00       | 7.00            | -189.00            |
|   | 12      | Rem & Repl Curb & Gutter                  | LF   | 21.00         | 0.00         | 21.00         | -6.00        | 15.00        | 70.00           | -420.00            |
|   | 13      | F&I Pavement 8" Thick Reinf Conc          | SY   | 40.00         | 0.00         | 40.00         | -30.00       | 10.00        | 80.00           | -2,400.00          |
|   | 14      | F&I Sidewalk 4" Thick Reinf Conc          | SY   | 10.00         | 0.00         | 10.00         | -1.00        | 9.00         | 55.00           | -55.00             |
|   | 17      | Mulching Type 1 - Hydro                   | SY   | 1,000.00      | 0.00         | 1,000.00      | -98.00       | 902.00       | 1.29            | -126.42            |
|   | 18      | Seeding Type B                            | SY   | 1,000.00      | 0.00         | 1,000.00      | -98.00       | 902.00       | 1.29            | -126.42            |
| <b>Site #1 - #1112 7th Ave N Sub Total (\$)</b> |         |   |      |               |              |               |              |              |                 | -3,766.84          |
| <b>Site #2 - #1525 South River Road</b>         |         |   |      |               |              |               |              |              |                 |                    |
|   | 22      | Remove Pavement All Thicknesses All Types | SY   | 318.00        | 0.00         | 318.00        | -37.00       | 281.00       | 8.00            | -2,966.00          |
|   | 29      | Fill - Contractor Supply                  | CY   | 550.00        | 0.00         | 550.00        | 57.00        | 607.00       | 7.00            | 399.00             |
|   | 30      | Rem & Repl Curb & Gutter                  | LF   | 60.00         | 0.00         | 60.00         | -60.00       | 0.00         | 50.00           | -3,000.00          |
|   | 31      | F&I Pavement 8" Thick Reinf Conc          | SY   | 147.00        | 0.00         | 147.00        | -147.00      | 0.00         | 80.00           | -11,760.00         |
|   | 33      | Topsoil - Import                          | CY   | 200.00        | 0.00         | 200.00        | 1.00         | 201.00       | 8.00            | 8.00               |
|   | 37      | F&I Pipe w/GB SDR 26 - 6" Dia PVC         | LF   | 50.00         | 0.00         | 50.00         | 2.00         | 52.00        | 55.00           | 110.00             |
|   | 38      | Connect Sewer Service Option C            | EA   | 1.00          | 0.00         | 1.00          | -1.00        | 0.00         | 700.00          | -700.00            |
|   | 39      | F&I Pipe w/GB 1" Dia Copper               | LF   | 40.00         | 0.00         | 40.00         | 8.00         | 48.00        | 47.00           | 376.00             |
|   | 41      | Connect Water Service                     | EA   | 1.00          | 0.00         | 1.00          | -1.00        | 0.00         | 1,200.00        | -1,200.00          |

| Site #2 - #1525 South River Road                |   |     |          |      |          |         |          |          |            |
|---|---|-----|----------|------|----------|---------|----------|----------|------------|
| 42  | Rem & Repl Casting - Floating Manhole     | EA  | 1.00     | 0.00 | 1.00     | -1.00   | 0.00     | 925.00   | -925.00    |
| Site #2 - #1525 South River Road Sub Total (\$) |   |     |          |      |          |         |          |          |            |
| 45  | Remove Pavement All Thicknesses All Types | SY  | 1,120.00 | 0.00 | 1,120.00 | -19.00  | 1,101.00 | 8.00     | -16,988.00 |
| 49  | Demolition                                | EA  | 3.00     | 0.00 | 3.00     | -2.00   | 1.00     | 9,800.00 | -19,600.00 |
| 51  | Excavation                                | CY  | 750.00   | 0.00 | 750.00   | -544.00 | 206.00   | 5.00     | -2,720.00  |
| 53  | Fill - Contractor Supply                  | CY  | 2,900.00 | 0.00 | 2,900.00 | 26.00   | 2,926.00 | 7.00     | 162.00     |
| 54  | Rem & Repl Curb & Gutter                  | LF  | 90.00    | 0.00 | 90.00    | -63.00  | 27.00    | 50.00    | -3,150.00  |
| 55  | F&I Sidewalk 4" Thick Reinf Conc          | SY  | 78.00    | 0.00 | 78.00    | -16.00  | 62.00    | 55.00    | -880.00    |
| 56  | F&I Pavement Mix Base Course Asph         | TON | 90.00    | 0.00 | 90.00    | -14.00  | 76.00    | 148.00   | -2,072.00  |
| 57  | F&I Pavement Mix Wear Course Asph         | TON | 35.00    | 0.00 | 35.00    | 12.00   | 47.00    | 148.00   | 1,776.00   |
| 59  | Topsoil - Import                          | CY  | 400.00   | 0.00 | 400.00   | 127.00  | 527.00   | 8.00     | 1,016.00   |
| Site #3 - Copperfield Court Sub Total (\$)      |   |     |          |      |          |         |          |          |            |
| 64  | Traffic Control - Type 1                  | LS  | 1.00     | 0.00 | 1.00     | -1.00   | 0.00     | 1,120.00 | -1,120.00  |
| 70  | Demolition                                | EA  | 2.00     | 0.00 | 2.00     | -1.00   | 1.00     | 9,000.00 | -9,000.00  |
| 73  | Fill - Contractor Supply                  | CY  | 685.00   | 0.00 | 685.00   | -248.00 | 437.00   | 7.00     | -1,736.00  |
| 74  | Abandon Manhole                           | EA  | 3.00     | 0.00 | 3.00     | -2.00   | 1.00     | 1,300.00 | -2,600.00  |
| 77  | Topsoil - Import                          | CY  | 260.00   | 0.00 | 260.00   | 9.00    | 269.00   | 8.00     | 72.00      |
| 78  | Mulching Type 1 - Hydro                   | SY  | 3,500.00 | 0.00 | 3,500.00 | -74.00  | 3,426.00 | 0.67     | -49.58     |
| 79  | Seeding Type B                            | SY  | 3,500.00 | 0.00 | 3,500.00 | -74.00  | 3,426.00 | 0.67     | -49.58     |
| Site #4 - South University Drive Sub Total (\$) |   |     |          |      |          |         |          |          |            |
| 83  | Remove Pavement All Thicknesses All Types | SY  | 382.00   | 0.00 | 382.00   | 4.00    | 386.00   | 8.00     | -14,483.16 |
| 89  | Excavation                                | CY  | 250.00   | 0.00 | 250.00   | -250.00 | 0.00     | 5.00     | 32.00      |
| 91  | Fill - Contractor Supply                  | CY  | 825.00   | 0.00 | 825.00   | -20.00  | 805.00   | 7.00     | -1,250.00  |
| 92  | Rem & Repl Curb & Gutter                  | LF  | 34.00    | 0.00 | 34.00    | -34.00  | 0.00     | 50.00    | -1,700.00  |
| 93  | F&I Sidewalk 4" Thick Reinf Conc          | SY  | 26.20    | 0.00 | 26.20    | -0.20   | 26.00    | 55.00    | -11.00     |
| 94  | F&I Pavement Mix Base Course Asph         | TON | 60.00    | 0.00 | 60.00    | -27.00  | 33.00    | 148.00   | -3,996.00  |



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

|  |                                      |     |          |      |          |         |          |        |           |           |  |
|--|--------------------------------------|-----|----------|------|----------|---------|----------|--------|-----------|-----------|--|
| Site # 5 - 4449<br>Oakcreek Dr S             |                                      |     |          |      |          |         |          |        |           |           |  |
| 95   | F&I Pavement Mix Wear Course<br>Asph | TON | 18.00    | 0.00 | 18.00    | 8.00    | 26.00    | 148.00 | 1,184.00  |           |  |
| 97   | Topsoil - Import                     | CY  | 275.00   | 0.00 | 275.00   | -143.00 | 132.00   | 8.00   | -1,144.00 |           |  |
| 98   | Mulching Type 1 - Hydro              | SY  | 1,500.00 | 0.00 | 1,500.00 | -303.00 | 1,197.00 | 1.19   | -360.57   |           |  |
| 99   | Seeding Type B                       | SY  | 1,500.00 | 0.00 | 1,500.00 | -303.00 | 1,197.00 | 1.19   | -360.57   |           |  |
| Site # 5 - 4449 Oakcreek Dr S Sub Total (\$) |                                      |     |          |      |          |         |          |        |           | -7,746.14 |  |
| Summary                                      |                                      |     |          |      |          |         |          |        |           |           |  |
| Source Of Funding                            |                                      |     |          |      |          |         |          |        |           |           |  |
| Net Amount Change Order # 2 (\$)             |                                      |     |          |      |          |         |          |        |           |           |  |
| Previous Change Orders (\$)                  |                                      |     |          |      |          |         |          |        |           |           |  |
| Original Contract Amount (\$)                |                                      |     |          |      |          |         |          |        |           |           |  |
| Total Contract Amount (\$)                   |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |
|  |                                      |     |          |      |          |         |          |        |           |           |  |



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Project No. FM-15-J0

Type: Contract Amendment #4

Location: Belmont Area Phase 1 &amp; 2

Date of Hearing: 1/6/2020

RoutingDate

City Commission

1/13/2020

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to a Contract Amendment submitted by HDR Engineering in the amount of \$76,606.25 bringing the total contract amount to \$1,104,886.30 for additional work associated with project scoping changes along with hourly rate adjustments.

Staff is recommending approval of Contract Amendment #4.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of the Contract Amendment #4.

RECOMMENDED MOTION

Approve Contract Amendment #4 to HDR Engineering in the amount of \$76,606.25, bringing the total contract amount to \$1,104,886.30.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)

| Yes | No |
|-----|----|
| N/A |    |
| N/A |    |
| N/A |    |

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
|                                     |                                     |                          | <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"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Jody Bertrand, Division Engineer  
**Cc:** Brenda Derrig  
**Date:** January 6, 2020  
**Re:** Project FM-15-J0, Belmont Area  
Contract Amendment #4 Request

---

### **Background:**

This contract amendment #4 covers project scope changes, through which HDR Engineering has incurred additional engineering and inspection costs during the performance of their duties. The first portion of the contract amendment relates to added design elements related to the project boundaries being modified from the original RFP. They included the design of a storm sewer gatewell, the Lindenwood park access road, a landscaping modifications plan, retaining wall design and additional levee alignment length. The additional staff time required for the increased engineering has a cost of \$36,762.50.

The second portion of this amendment is the adjustment of hourly wages from the inception of the project in 2015/16 to the present wage scales of 2019/20. HDR has provided the hourly rate changes and the number of hours utilized by personnel categories to identify the yearly adjustment amounts for the years of 2017, 2018 & 2019/20. The cost of the pay scale adjustments is \$39,843.75.

A letter provided by HDR Engineering is attached to this memo and has the breakdown of engineering hours and the additional work related items due to the project scope changes.

### **Recommended Motion:**

Approve Contract Amendment #4 with HDR Engineering in the amount of \$76,606.25 for additional work associated with project scoping changes related to engineering and inspection work along with hourly rate adjustments.

Attachment



**Engineering Services Agreement Amendment No. 4**

**City of Fargo Project No. FM-15-J0**

Project: Belmont Park Area (S River Road & 3<sup>rd</sup> Street South) City of Fargo Project No. FM-15-J1

HDR Project No. 10026296

Client: City of Fargo (Engineering Department)

Attn: Jody Bertrand, PE - Division Engineer, Storm Water

**Background/Description of Work**

The original contract, including the scope and fee, for project FM-15-J0 was originally approved on August 3, 2015. The original scope provided in the Request for Proposals (RFP) was based on a single plan set design intended to be constructed in 3 phases that included:

- 1,800 ft of earthen levee
- The construction of a cul-de-sac at Lindenwood Drive
- The closing of 3<sup>rd</sup> Street
- Acquisition of approximately 20 properties
- Redesign of approximately 100 ft. of storm sewer system

The original concept drawing is attached for your reference.

As this project has evolved over the course of the last 4 years, the scope of the project has changed substantially. The significant changes to the project have occurred during design of what now is being referred to as Phase 2 which includes the area from the intersection of 3<sup>rd</sup> St. S & Lindenwood Drive north to the Holm property. The significant scope changes are as follows:

- The earthen levee was realigned, extended and 350 LF of flood wall was added to reduce the number of property acquisitions from approximately 20 properties to 3 acquisitions.
- Storm sewer gateway structure was added
- Approximately 650 LF of the park access road is required to be rebuilt where impacted by the floodwall construction
- Modular block retaining wall design was added

The final overall layout of Phase 2 is attached for your reference.

In addition to the changes in the scope, the original cost of services was calculated using the 2015 rate schedule. This request also includes the rate adjustments beginning in 2017 and the continuing on to 2018 and 2019 rate schedules.

The breakdown is as follows:

**Phase 2 Design and Bid Support**

|                           |                     |
|---------------------------|---------------------|
| Gatewell Structure Design | \$ 14,922.50        |
| Landscape Plan            | \$ 1,010            |
| Retaining Wall Design     | \$ 8,435            |
| Park Access Road Design   | \$ 7,955            |
| Earthen Levee Extension   | \$ 4,440            |
| <b>Subtotal</b>           | <b>\$ 36,762.50</b> |

**2017, 2018 and 2019 Rate Adjustments**

| Year            | Hours   | Fee Adjustment      |
|-----------------|---------|---------------------|
| 2017            | 1,418.5 | \$ 12,805           |
| 2018            | 987.25  | \$ 9,185            |
| 2019            | 2,016   | \$ 17,853.75        |
| <b>Subtotal</b> |         | <b>\$ 39,843.75</b> |

**Fee Amendment Request:**

The total fee for the work described as part of this Amendment No. 4 = \$76,606.25

**Contract Terms and Conditions:**

HDR Engineering ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes the above described Amendment No. 4 and additional services described herein to be completed under the same terms and conditions of the Original Agreement signed by both parties approved by the City of Fargo on August 3, 2015.

City of Fargo Authorization:

Signature: \_\_\_\_\_

Timothy J. Mahoney

Title: Mayor

Date: \_\_\_\_\_

Consultant:

Signature: \_\_\_\_\_

*Jason L. Kjenstad*  
Jason Kjenstad

Title: Vice President

Date: 1-8-2020

BELMONT PARK AREA (S River Road & 3rd Street South) Project FM-15-J0, FM-15-J1, FM-15-J2  
HDR Project No. 10026296

| Task   | CONTRACT BREAKDOWN   |                     |                     |                     | New contract amount  |
|--|----------------------|---------------------|---------------------|---------------------|----------------------|
|  | Contract             | Amendment 1         | Amendment 2         | Amendment 3         | Amendment 4          |
| Project Administration   | \$ 30,360.00         |                     |                     |                     | \$ 30,360.00         |
| Preliminary Survey   | \$ 12,917.00         |                     |                     |                     | \$ 12,917.00         |
| Preliminary Engineering  | \$ 33,688.00         |                     |                     |                     | \$ 33,688.00         |
| Geotechnical Investigation   | \$ 78,949.00         |                     |                     |                     | \$ 78,949.00         |
| Meetings with Public & Landowners  | \$ 14,804.00         |                     |                     |                     | \$ 14,804.00         |
| Design & Plan Preparation  | \$ 200,393.00        | \$ 22,345.00        | \$ 43,638.00        | \$ 64,606.25        | \$ 330,982.25        |
| <b>Project Development Not to Exceed Proposal</b>  | <b>\$ 371,111.00</b> | <b>\$ 22,345.00</b> | <b>\$ 43,638.00</b> | <b>\$ 64,606.25</b> | <b>\$ 501,700.25</b> |
| <u>Construction Administration, Inspection &amp; Survey</u>  |                      |                     |                     |                     |                      |
| Phase 1 (assume 36 weeks & inspection ave. 40 hrs/week)  | \$ 149,236.00        |                     |                     | \$ 83,913.30        | \$ 233,149.30        |
| Phase 2 (assume 30 weeks & inspection ave 40 hrs/week)   | \$ 124,363.00        |                     |                     | \$ 12,000.00        | \$ 136,363.00        |
| Phase 3 (assume 24 weeks & inspection ave 40 hrs/week)   | \$ 99,491.00         |                     |                     |                     | \$ 99,491.00         |
| <b>Subtotal Hourly Services ( 3 phases added together)</b>   | <b>\$ 373,090.00</b> | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ 83,913.30</b> | <b>\$ 469,003.30</b> |
| Quality Control testing Estimate   | \$ 103,627.00        |                     |                     | \$ 7,769.75         | \$ 111,396.75        |
| Project Closeout (including CLOMR)   | \$ 22,786.00         |                     |                     |                     | \$ 22,786.00         |
| <b>Construction Admin, Inspection &amp; Survey total</b>   | <b>\$ 499,503.00</b> | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ 7,769.75</b>  | <b>\$ 603,186.05</b> |
| <b>Contract Total: \$ 870,614.00 \$ 892,959.00 \$ 936,597.00 \$ 1,028,280.05 \$ 1,104,886.30 \$ 1,104,886.30</b> |                      |                     |                     |                     |                      |









## 2017 Rate Adjustments

| Title        | 2015-16<br>Rate | 2017<br>Rate | 2017<br>Difference | 2017<br>Total Hours | Fee<br>Adjustment |
|--------------|-----------------|--------------|--------------------|---------------------|-------------------|
| Principle    | \$ 205.00       | \$ 210.00    | \$ 5.00            | 2                   | \$ 10.00          |
| SR PM        | \$ 195.00       | \$ 195.00    | \$ -               | 83                  | \$ -              |
| Accountant   | \$ 95.00        | \$ 100.00    | \$ 5.00            | 23.75               | \$ 118.75         |
| Admin        | \$ 65.00        | \$ 70.00     | \$ 5.00            | 14.75               | \$ 73.75          |
| ASMEC        | \$ 170.00       | \$ 175.00    | \$ 5.00            | 0                   | \$ -              |
| Geo Tech Eng | \$ 170.00       | \$ 170.00    | \$ -               | 5                   | \$ -              |
| Geo Tech III | \$ 130.00       | \$ 135.00    | \$ 5.00            | 8.5                 | \$ 42.50          |
| Eng V        | \$ 160.00       | \$ 170.00    | \$ 10.00           | 124.25              | \$ 1,242.50       |
| Eng IV       | \$ 145.00       | \$ 155.00    | \$ 10.00           | 161                 | \$ 1,610.00       |
| Eng III      | \$ 130.00       | \$ 135.00    | \$ 5.00            | 38                  | \$ 190.00         |
| Eng II       | \$ 110.00       | \$ 120.00    | \$ 10.00           | 89                  | \$ 890.00         |
| Eng I        | \$ 95.00        | \$ 105.00    | \$ 10.00           | 1.75                | \$ 17.50          |
| Const Eng    | \$ 110.00       | \$ 120.00    | \$ 10.00           | 697.5               | \$ 6,975.00       |
| CAD Tech IV  | \$ 120.00       | \$ 130.00    | \$ 10.00           | 163.5               | \$ 1,635.00       |
| CAD Tech I   | \$ 90.00        | \$ 90.00     | \$ -               | 6.5                 | \$ -              |
| CAD Tech III | \$ 110.00       | \$ 110.00    | \$ -               | 0                   | \$ -              |
| 2017 Total   |                 |              |                    | 1418.50             | \$ 12,805.00      |



## 2018 Rate Adjustments

| Title        | 2015-16<br>Rate | 2018<br>Rate | 2018<br>Difference | 2018<br>Total Hours | Fee<br>Adjustment |
|--------------|-----------------|--------------|--------------------|---------------------|-------------------|
| Principle    | \$ 205.00       | \$ 225.00    | \$ 20.00           | 0                   | \$ -              |
| SR PM        | \$ 195.00       | \$ 195.00    | \$ -               | 100.25              | \$ -              |
| Accountant   | \$ 95.00        | \$ 95.00     | \$ -               | 0                   | \$ -              |
| Admin        | \$ 65.00        | \$ 70.00     | \$ 5.00            | 0                   | \$ -              |
| ASMEC        | \$ 170.00       | \$ 180.00    | \$ 10.00           | 47                  | \$ 470.00         |
| Geo Tech Eng | \$ 170.00       | \$ 175.00    | \$ 5.00            | 0                   | \$ -              |
| Geo Tech III | \$ 130.00       | \$ 140.00    | \$ 10.00           | 0                   | \$ -              |
| Eng V        | \$ 160.00       | \$ 175.00    | \$ 15.00           | 6                   | \$ 90.00          |
| Eng IV       | \$ 145.00       | \$ 160.00    | \$ 15.00           | 0                   | \$ -              |
| Eng III      | \$ 130.00       | \$ 140.00    | \$ 10.00           | 0                   | \$ -              |
| Eng II       | \$ 110.00       | \$ 125.00    | \$ 15.00           | 71                  | \$ 1,065.00       |
| Eng I        | \$ 95.00        | \$ 110.00    | \$ 15.00           | 0                   | \$ -              |
| Const Eng    | \$ 110.00       | \$ 120.00    | \$ 10.00           | 743                 | \$ 7,430.00       |
| CAD Tech IV  | \$ 120.00       | \$ 135.00    | \$ 15.00           | 3                   | \$ 45.00          |
| CAD Tech I   | \$ 90.00        | \$ 95.00     | \$ 5.00            | 15                  | \$ 75.00          |
| CAD Tech III | \$ 110.00       | \$ 115.00    | \$ 5.00            | 2                   | \$ 10.00          |
| 2018 Total   |                 |              |                    | 987.25              | \$ 9,185.00       |

## 2019/2020 Rate Adjustments

| Title        | 2015-16<br>Rate | 2019<br>Rate | 2019<br>Difference | 2019<br>Total Hours | Fee<br>Adjustment |
|--------------|-----------------|--------------|--------------------|---------------------|-------------------|
| Principle    | \$ 205.00       | \$ 225.00    | \$ 20.00           |                     | \$ -              |
| SR PM        | \$ 195.00       | \$ 195.00    | \$ -               | 262                 | \$ -              |
| Accountant   | \$ 95.00        | \$ 95.00     | \$ -               | 14.75               | \$ -              |
| Admin        | \$ 65.00        | \$ 70.00     | \$ 5.00            | 0.75                | \$ 3.75           |
| ASMEC        | \$ 170.00       | \$ 180.00    | \$ 10.00           | 2.5                 | \$ 25.00          |
| Geo Tech Eng | \$ 170.00       | \$ 180.00    | \$ 10.00           | 2                   | \$ 20.00          |
| Geo Tech III | \$ 130.00       | \$ 145.00    | \$ 15.00           |                     | \$ -              |
| Eng V        | \$ 160.00       | \$ 180.00    | \$ 20.00           | 22.5                | \$ 450.00         |
| Eng IV       | \$ 145.00       | \$ 160.00    | \$ 15.00           |                     | \$ -              |
| Eng III      | \$ 130.00       | \$ 145.00    | \$ 15.00           |                     | \$ -              |
| Eng II       | \$ 110.00       | \$ 130.00    | \$ 20.00           | 29                  | \$ 580.00         |
| Eng I        | \$ 95.00        | \$ 115.00    | \$ 20.00           |                     | \$ -              |
| Const Eng    | \$ 110.00       | \$ 120.00    | \$ 10.00           | 472.5               | \$ 4,725.00       |
| CAD Tech IV  | \$ 120.00       | \$ 135.00    | \$ 15.00           |                     | \$ -              |
| CAD Tech I   | \$ 90.00        | \$ 95.00     | \$ 5.00            | 3.5                 | \$ 17.50          |
| CAD Tech III | \$ 110.00       | \$ 115.00    | \$ 5.00            | 6.5                 | \$ 32.50          |

2019/2020 Construction 1200 \$ 12,000.00


2019/2020 Total 2,016.00 \$ 17,853.75

2017 - 2020 Total Rate Adjustment \$ 39,843.75

(10)

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JANUARY 9, 2020**

**RE: NOTICE OF AMENDMENT FOR GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF HEALTH FOR INCREASING IMMUZATION RATES FOR LOCAL PUBLIC HEALTH UNITS FOR AN ADDITIONAL \$2,500 GRANT NUMBER G19.023A, CFDA 93.268**

The following Notice of Grant Award for an additional \$2,500 from the North Dakota Department of Health for increasing immunization rates for local public health units for a total of \$73,813.

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

**Suggested Motion:** Move to approve the award from North Dakota Department of Health & USDA.

DF/lls  
Enclosure



# NOTICE OF GRANT AWARD – AMENDMENT

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 59919 (04-2019)

|  |  |                              |
|--|--|------------------------------|
| Grant Number<br>G19.023A   | CFDA Name<br>Immunization Cooperative Agreements   | CFDA Number<br>93.268        |
| FAIN Number<br>NH23IP922623  | Grant Type (Check One)<br><input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D | Grant Start Date<br>7/1/2019 |
| Federal Award Date<br>06/25/2019                                   | Grant End Date<br>6/30/2020  |                              |
| Federal Awarding Agency<br>Department of Health and Human Services |  |                              |

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

|  |   |
|--|---|
| Title of Project/Program<br>Increasing Immunization Rates - LPHU | North Dakota Department of Health (NDDoH) Project Code<br>H3319-06 (Pan Flu), H3319-08 (PPHF) |
| Grantee Name<br>Fargo Cass Public Health                         | Project Director<br>Molly Howell, Immunization Program Manager                                |
| Address<br>1240 – 25 <sup>th</sup> Street South                  | Address<br>2635 East Main Ave., PO Box 5520   |
| City/State/ZIP Code<br>Fargo, ND 58103-2367                      | City/State/ZIP Code<br>Bismarck, ND 58506-5520  |
| Contact Name<br>Desi Fleming                                     | Contact Name<br>Molly Howell, Immunization Program Manager                                    |
| Telephone Number<br>701-241-1360                                 | Telephone Number<br>701-328-4556  |
| Email Address<br>dfleming@fargond.gov                            | Email Address<br>mahowell@nd.gov  |

|                              | NDDoH Cost Share   | Grantee Cost Share                              | Total Costs  |
|------------------------------|--|---|--|
| Amount Awarded               | \$2,500  | \$0.00  | \$2,500  |
| Previous Funds Awarded       | \$71,313   | \$0.00  | \$71,313   |
| Total Funds Awarded          | \$73,813   | \$0.00  | \$73,813   |
| Indirect Rate<br>(Check One) | <input checked="" type="checkbox"/> Subrecipient waived indirect costs | <input type="checkbox"/> De minimus rate of 10% | <input type="checkbox"/> Negotiated/Approved rate of % |

#### Scope of Service:

This amendment provides an additional \$2,500 in funding for the planning and administration of hepatitis A and influenza vaccines to uninsured/underinsured and/or high-risk adults (i.e., homeless, incarcerated).  
All other scope of service requirements of the original agreement remain the same.

#### Reporting Requirements:

For the additional funding, the number of doses of hepatitis A and influenza vaccines administered must be reported in section E3 of Attachment B.  
All other reporting requirements of the original agreement remain the same.

#### Special Conditions:

All special conditions of the original agreement remain the same.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

| Evidence of Grantee's Acceptance         |                                  | Evidence of NDDoH Acceptance   |           |
|--|----------------------------------|--|-----------|
| Date<br>11/9/2020                        | Signature<br><i>Desi Fleming</i> | Date   | Signature |
| Desi Fleming/Director of Public Health   |                                  | Typed Name/Title of Authorized Representative<br>Kirby Kruger, Section Chief, Medical Services Section |           |
| Date                                     | Signature                        | Date   | Signature |
| Timothy J. Mahoney, City of Fargo, Mayor |                                  | Typed Name/Title of Authorized Representative<br>Brenda M. Weisz, Chief Financial Officer              |           |

If attachments are referenced, they must be returned with the signed award.  
If you did not receive attachments as indicated, contact the Program Director identified above.

(11)

| <b>City of Fargo<br/>Staff Report</b> |  |                           |                                    |
|---------------------------------------|--|---------------------------|------------------------------------|
| <b>Title:</b>                         | Timber Parkway Fourth Addition   | <b>Date:<br/>Updated:</b> | 10/31/19<br>1/9/20                 |
| <b>Location:</b>                      | 4801 Timber Parkway South  | <b>Staff Contact:</b>     | Donald Kress, planning coordinator |
| <b>Legal Description:</b>             | Lot 4, Block 1, Timber Parkway Third Addition  |                           |                                    |
| <b>Owner(s)/Applicant:</b>            | PLC Investments, LLC/PACES Lodging Corporation   | <b>Engineer:</b>          | Bolton and Menk                    |
| <b>Entitlements Requested:</b>        | <b>Minor Subdivision</b> (Plat of <b>Timber Parkway Fourth Addition</b> replat of Lot 4, Block 1, Timber Parkway Third Addition to the City of Fargo, Cass County, North Dakota) |                           |                                    |
| <b>Status:</b>                        | City Commission Public Hearing: January 13, 2020   |                           |                                    |

| <b>Existing</b>  | <b>Proposed</b>                                |
|--|--|
| <b>Land Use:</b> Undeveloped   | <b>Land Use:</b> Commercial                    |
| <b>Zoning:</b> GC, General Commercial  | <b>Zoning:</b> No change                       |
| <b>Uses Allowed:</b> GC, General Commercial allows colleges, community service, daycare centers of unlimited size, <del>detention facilities,</del> health care facilities, parks and open space, religious institutions, safety services, <del>adult entertainment centers,</del> offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, <del>self storage, vehicle repair,</del> limited vehicle service, aviation, surface transportation, and major entertainment events.<br><b>With Conditional Overlay Ord. No. 5130 which prohibits the uses lined through above, plus prohibits aviation/surface transportation and industrial uses as conditional uses and limits sale and leasing of vehicles</b> | <b>Uses Allowed:</b> No change                 |
| <b>Maximum Lot Coverage Allowed:</b> GC allows a maximum of 85% lot coverage   | <b>Maximum Lot Coverage Allowed:</b> No change |

**Proposal:**

The applicant requests one entitlement:

1. A minor subdivision, entitled **Timber Parkway Fourth Addition**, which is a replat of Lot 4, Block 1, Timber Parkway Third Addition to the City of Fargo, Cass County, North Dakota

No zone change or other entitlement is proposed.

**Surrounding Land Uses and Zoning Districts:**

- North: SR-2: Single-Dwelling Residential; single family residences and undeveloped lots; MR-3, Multi-Dwelling Residential with apartment buildings; P/I, Public/Institutional with a Fargo Park District park
- East: GC, General Commercial with grocery store
- South: 52<sup>nd</sup> Avenue South; City of Frontier is south across 52<sup>nd</sup> Avenue
- West: Interstate 29 right of way; GC with commercial development west across I-29

**Area Plans:**

The subject property is located within the 2001 South Future Land Use Plan. This plan, amended in 2007 on this property, designates the subject property as "Commercial."

**Schools and Parks:**

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

**Neighborhood:** The subject property is located within the Centennial neighborhood.

**Parks:** Timber Creek Park (3700 47th Avenue S) is located across Timber Creek Parkway from the subject property and offers playgrounds for ages 2-5 and 5-12, recreational trails, and a shelter.

**Pedestrian / Bicycle:** There is a shared use path along the 52<sup>nd</sup> Avenue right of way on the south side of the subject property which connects to the metro area trail system.

**Staff Analysis:**

The subject property is located at 4801 Timber Creek Parkway South, and is bounded by Timber Creek Parkway on the north and east, 52<sup>nd</sup> Avenue South on the south, and Interstate 29 on the west.

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.

The plat will create seven lots for commercial development. All lots will continue the existing GC, General Commercial zoning. No change to the existing conditional overlay, Ordinance No. 5130, is proposed. This conditional overlay limits uses, provides design standards, and regulates some signage.

**ACCESS:** Lots 1, 2, and 3 have direct access to dedicated public streets. Lots 4 through 7 take access from a private driveway that connects with an existing private driveway to the east in Timber Parkway Third Addition. These private driveways are 48-foot wide and 50-foot wide ingress/egress and utility easements. The applicant's covenants on the property will provide for maintenance of these easements. Staff has reviewed these covenants and confirmed they include the necessary wording to provide for the maintenance of the easements.

**PUBLIC WATER and SEWER:** Public water and sewer will be provided from the adjacent dedicated public streets, though once on the subject property, will become private water and sewer lines. The applicant's covenants on the property will provide for maintenance of these lines.

**STORMWATER:** This subdivision will be served by an existing regional detention basin to the south for up to 65 percent impervious surface on the project site. If the site has greater than 65 percent, impervious surface, additional detention and water quality measures may be required. In addition to the storm water pond coverage, the release rate into the City storm sewer system needs to adhere to the current Fargo "Policy on Storm Water Discharge and Treatment Requirements" adopted September 9, 2019.

### **SUBDIVISION**

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

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

The current GC zoning of the subject property is consistent with the 2001 South Future Land Use Plan designation of "commercial." No zone change is proposed. No change to the existing conditional overlay, Ordinance No. 5130, is proposed. This conditional overlay limits uses, provides design standards, and regulates some signage. 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 received no comment on the project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

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

### **Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Timber Parkway Fourth Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2001 Growth Plan (as amended), Standards of Article 20-06, and all other applicable requirements of the LDC."

### **Planning Commission Recommendation: November 5, 2019**

At the November 5, 2019, Planning Commission hearing, the Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the **Timber Parkway Fourth Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2001 Growth Plan (as amended), Standards of Article 20-06, and all other applicable requirements of the LDC."

### **Attachments:**

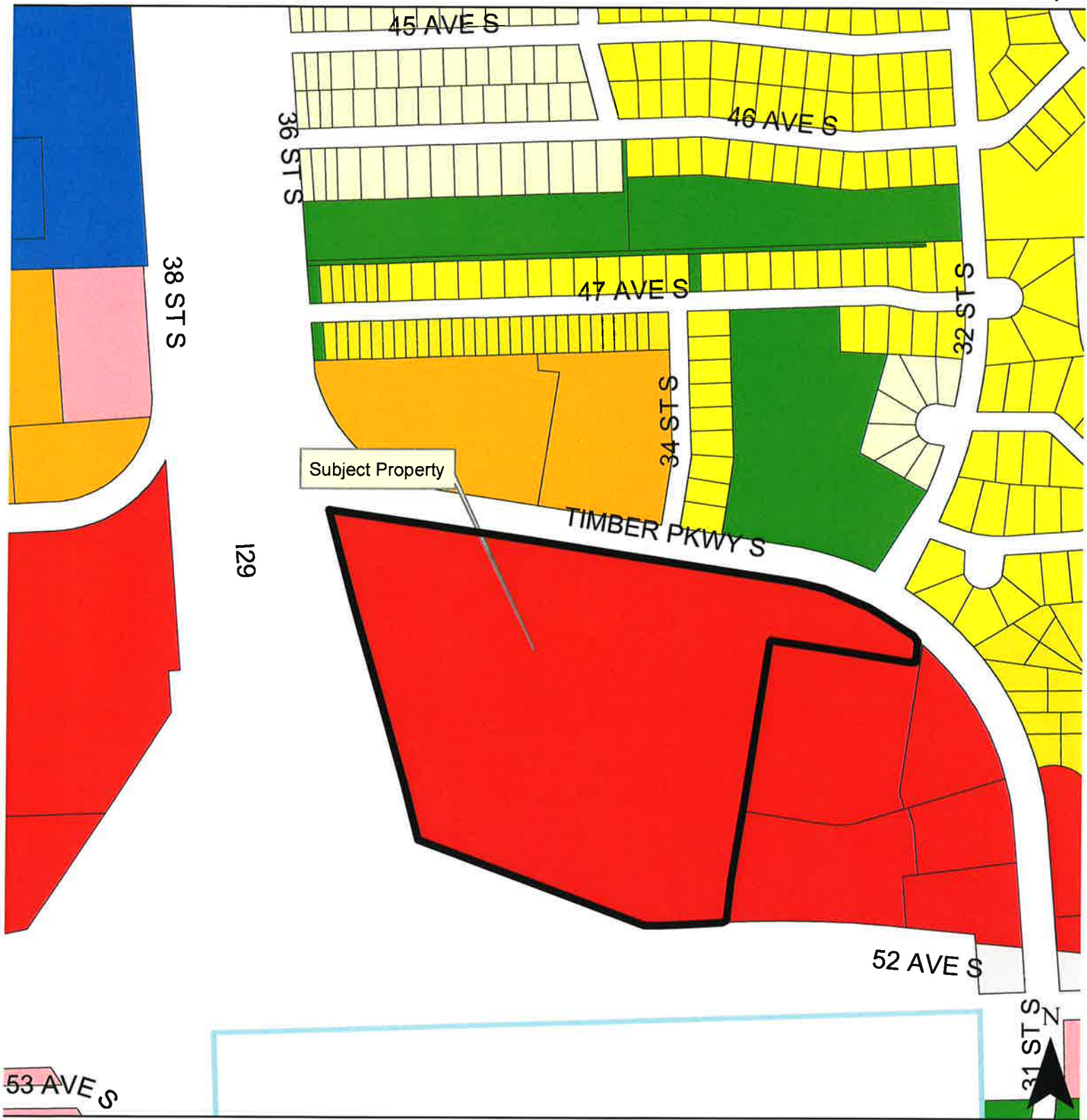
1. Zoning map
2. Location map
3. Preliminary plat



# Plat (Minor)

## Timber Parkway Fourth Addition

4801 Timber Pkwy S



Legend

|    |    |    |    |    |      |      |      |     |    |    |     |     |      |      |      |      |             |
|----|----|----|----|----|------|------|------|-----|----|----|-----|-----|------|------|------|------|-------------|
| AG | DM | GC | GO | LC | MR-1 | MR-2 | MR-3 | MHP | NC | NO | P/J | UML | SR-2 | SR-3 | SR-4 | SR-5 | City Limits |
|----|----|----|----|----|------|------|------|-----|----|----|-----|-----|------|------|------|------|-------------|

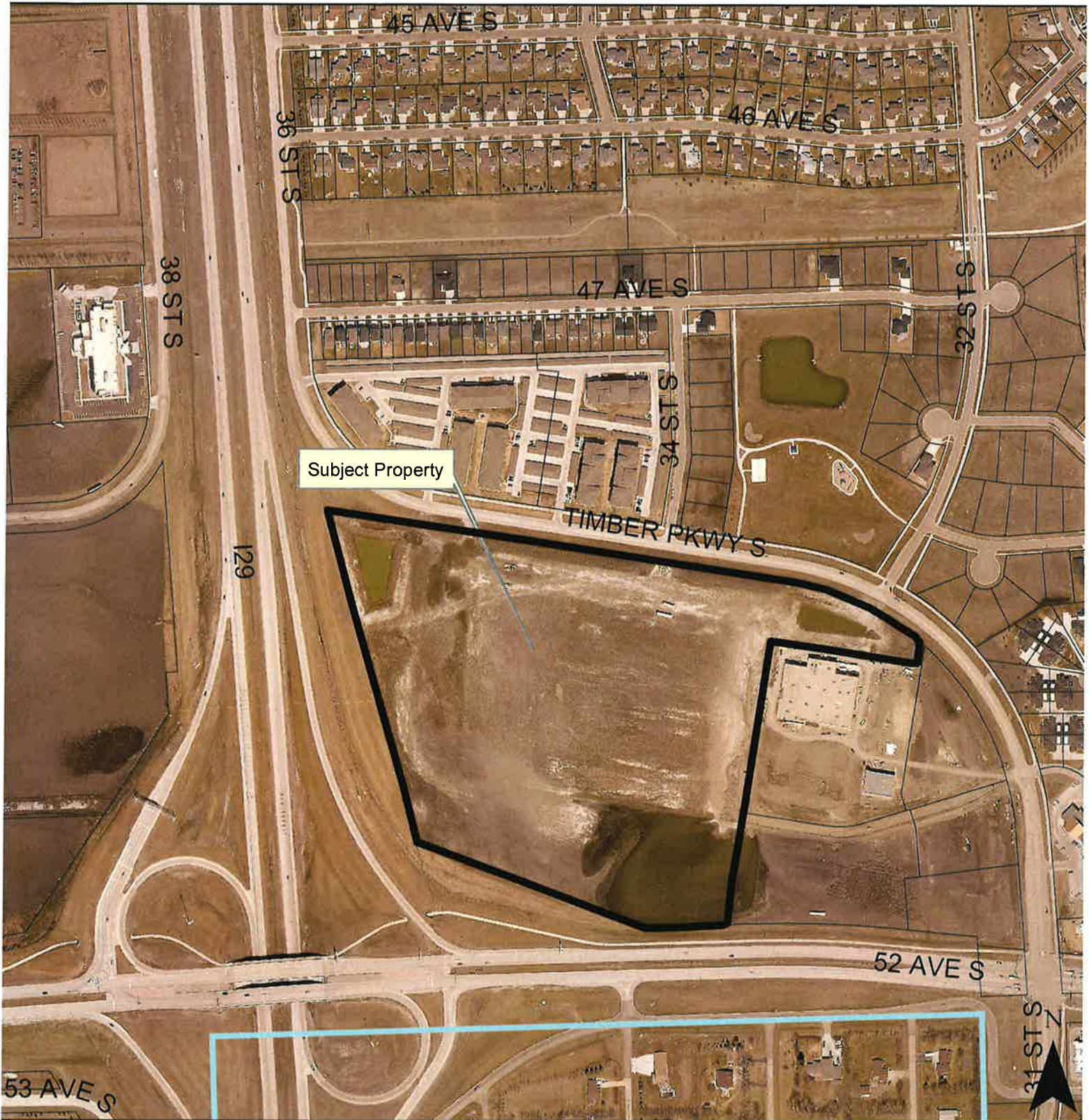
300 Feet

Fargo Planning Commission  
November 5, 2019



# Timber Parkway Fourth Addition

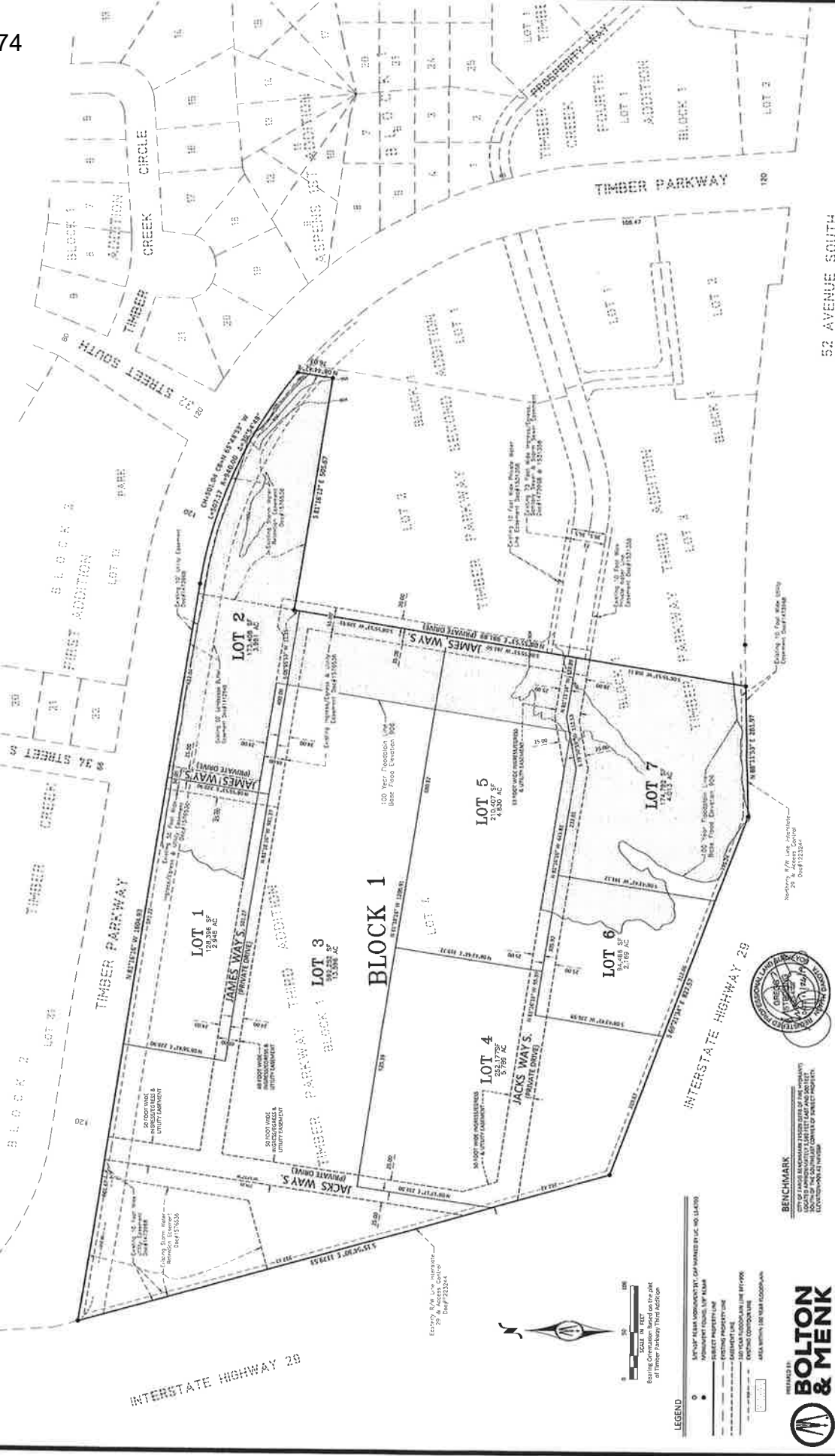
4801 Timber Pkwy S





# TIMBER PARKWAY FOURTH ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
A REPLAT OF LOT 4, BLOCK 1, TIMBER PARKWAY THIRD ADDITION  
(A MINOR SUBDIVISION)



52 AVENUE SOUTH

BENCHMARK  
NAD 83, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054, 2056, 2058, 2060, 2062, 2064, 2066, 2068, 2070, 2072, 2074, 2076, 2078, 2080, 2082, 2084, 2086, 2088, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164, 2166, 2168, 2170, 2172, 2174, 2176, 2178, 2180, 2182, 2184, 2186, 2188, 2190, 2192, 2194, 2196, 2198, 2200, 2202, 2204, 2206, 2208, 2210, 2212, 2214, 2216, 2218, 2220, 2222, 2224, 2226, 2228, 2230, 2232, 2234, 2236, 2238, 2240, 2242, 2244, 2246, 2248, 2250, 2252, 2254, 2256, 2258, 2260, 2262, 2264, 2266, 2268, 2270, 2272, 2274, 2276, 2278, 2280, 2282, 2284, 2286, 2288, 2290, 2292, 2294, 2296, 2298, 2300, 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354, 2356, 2358, 2360, 2362, 2364, 2366, 2368, 2370, 2372, 2374, 2376, 2378, 2380, 2382, 2384, 2386, 2388, 2390, 2392, 2394, 2396, 2398, 2400, 2402, 2404, 2406, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2424, 2426, 2428, 2430, 2432, 2434, 2436, 2438, 2440, 2442, 2444, 2446, 2448, 2450, 2452, 2454, 2456, 2458, 2460, 2462, 2464, 2466, 2468, 2470, 2472, 2474, 2476, 2478, 2480, 2482, 2484, 2486, 2488, 2490, 2492, 2494, 2496, 2498, 2500, 2502, 2504, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2522, 2524, 2526, 2528, 2530, 2532, 2534, 2536, 2538, 2540, 2542, 2544, 2546, 2548, 2550, 2552, 2554, 2556, 2558, 2560, 2562, 2564, 2566, 2568, 2570, 2572, 2574, 2576, 2578, 2580, 2582, 2584, 2586, 2588, 2590, 2592, 2594, 2596, 2598, 2600, 2602, 2604, 2606, 2608, 2610, 2612, 2614, 2616, 2618, 2620, 2622, 2624, 2626, 2628, 2630, 2632, 2634, 2636, 2638, 2640, 2642, 2644, 2646, 2648, 2650, 2652, 2654, 2656, 2658, 2660, 2662, 2664, 2666, 2668, 2670, 2672, 2674, 2676, 2678, 2680, 2682, 2684, 2686, 2688, 2690, 2692, 2694, 2696, 2698, 2700, 2702, 2704, 2706, 2708, 2710, 2712, 2714, 2716, 2718, 2720, 2722, 2724, 2726, 2728, 2730, 2732, 2734, 2736, 2738, 2740, 2742, 2744, 2746, 2748, 2750, 2752, 2754, 2756, 2758, 2760, 2762, 2764, 2766, 2768, 2770, 2772, 2774, 2776, 2778, 2780, 2782, 2784, 2786, 2788, 2790, 2792, 2794, 2796, 2798, 2800, 2802, 2804, 2806, 2808, 2810, 2812, 2814, 2816, 2818, 2820, 2822, 2824, 2826, 2828, 2830, 2832, 2834, 2836, 2838, 2840, 2842, 2844, 2846, 2848, 2850, 2852, 2854, 2856, 2858, 2860, 2862, 2864, 2866, 2868, 2870, 2872, 2874, 2876, 2878, 2880, 2882, 2884, 2886, 2888, 2890, 2892, 2894, 2896, 2898, 2900, 2902, 2904, 2906, 2908, 2910, 2912, 2914, 2916, 2918, 2920, 2922, 2924, 2926, 2928, 2930, 2932, 2934, 2936, 2938, 2940, 2942, 2944, 2946, 2948, 2950, 2952, 2954, 2956, 2958, 2960, 2962, 2964, 2966, 2968, 2970, 2972, 2974, 2976, 2978, 2980, 2982, 2984, 2986, 2988, 2990, 2992, 2994, 2996, 2998, 3000, 3002, 3004, 3006, 3008, 3010, 3012, 3014, 3016, 3018, 3020, 3022, 3024, 3026, 3028, 3030, 3032, 3034, 3036, 3038, 3040, 3042, 3044, 3046, 3048, 3050, 3052, 3054, 3056, 3058, 3060, 3062, 3064, 3066, 3068, 3070, 3072, 3074, 3076, 3078, 3080, 3082, 3084, 3086, 3088, 3090, 3092, 3094, 3096, 3098, 3100, 3102, 3104, 3106, 3108, 3110, 3112, 3114, 3116, 3118, 3120, 3122, 3124, 3126, 3128, 3130, 3132, 3134, 3136, 3138, 3140, 3142, 3144, 3146, 3148, 3150, 3152, 3154, 3156, 3158, 3160, 3162, 3164, 3166, 3168, 3170, 3172, 3174, 3176, 3178, 3180, 3182, 3184, 3186, 3188, 3190, 3192, 3194, 3196, 3198, 3200, 3202, 3204, 3206, 3208, 3210, 3212, 3214, 3216, 3218, 3220, 3222, 3224, 3226, 3228, 3230, 3232, 3234, 3236, 3238, 3240, 3242, 3244, 3246, 3248, 3250, 3252, 3254, 3256, 3258, 3260, 3262, 3264, 3266, 3268, 3270, 3272, 3274, 3276, 3278, 3280, 3282, 3284, 3286, 3288, 3290, 3292, 3294, 3296, 3298, 3300, 3302, 3304, 3306, 3308, 3310, 3312, 3314, 3316, 3318, 3320, 3322, 3324, 3326, 3328, 3330, 3332, 3334, 3336, 3338, 3340, 3342, 3344, 3346, 3348, 3350, 3352, 3354, 3356, 3358, 3360, 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382, 3384, 3386, 3388, 3390, 3392, 3394, 3396, 3398, 3400, 3402, 3404, 3406, 3408, 3410, 3412, 3414, 3416, 3418, 3420, 3422, 3424, 3426, 3428, 3430, 3432, 3434, 3436, 3438, 3440, 3442, 3444, 3446, 3448, 3450, 3452, 3454, 3456, 3458, 3460, 3462, 3464, 3466, 3468, 3470, 3472, 3474, 3476, 3478, 3480, 3482, 3484, 3486, 3488, 3490, 3492, 3494, 3496, 3498, 3500, 3502, 3504, 3506, 3508, 3510, 3512, 3514, 3516, 3518, 3520, 3522, 3524, 3526, 3528, 3530, 3532, 3534, 3536, 3538, 3540, 3542, 3544, 3546, 3548, 3550, 3552, 3554, 3556, 3558, 3560, 3562, 3564, 3566, 3568, 3570, 3572, 3574, 3576, 3578, 3580, 3582, 3584, 3586, 3588, 3590, 3592, 3594, 3596, 3598, 3600, 3602, 3604, 3606, 3608, 3610, 3612, 3614, 3616, 3618, 3620, 3622, 3624, 3626, 3628, 3630, 3632, 3634, 3636, 3638, 3640, 3642, 3644, 3646, 3648, 3650, 3652, 3654, 3656, 3658, 3660, 3662, 3664, 3666, 3668, 3670, 3672, 3674, 3676, 3678, 3680, 3682, 3684, 3686, 3688, 3690, 3692, 3694, 3696, 3698, 3700, 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716, 3718, 3720, 3722, 3724, 3726, 3728, 3730, 3732, 3734, 3736, 3738, 3740, 3742, 3744, 3746, 3748, 3750, 3752, 3754, 3756, 3758, 3760, 3762, 3764, 3766, 3768, 3770, 3772, 3774, 3776, 3778, 3780, 3782, 3784, 3786, 3788, 3790, 3792, 3794, 3796, 3798, 3800, 3802, 3804, 3806, 3808, 3810, 3812, 3814, 3816, 3818, 3820, 3822, 3824, 3826, 3828, 3830, 3832, 3834, 3836, 3838, 3840, 3842, 3844, 3846, 3848, 3850, 3852, 3854, 3856, 3858, 3860, 3862, 3864, 3866, 3868, 3870, 3872, 3874, 3876, 3878, 3880, 3882, 3884, 3886, 3888, 3890, 3892, 3894, 3896, 3898, 3900, 3902, 3904, 3906, 3908, 3910, 3912, 3914, 3916, 3918, 3920, 3922, 3924, 3926, 3928, 3930, 3932, 3934, 3936, 3938, 3940, 3942, 3944, 3946, 3948, 3950, 3952, 3954, 3956, 3958, 3960, 3962, 3964, 3966, 3968, 3970, 3972, 3974, 3976, 3978, 3980, 3982, 3984, 3986, 3988, 3990, 3992, 3994, 3996, 3998, 4000, 4002, 4004, 4006, 4008, 4010, 4012, 4014, 4016, 4018, 4020, 4022, 4024, 4026, 4028, 4030, 4032, 4034, 4036, 4038, 4040, 4042, 4044, 4046, 4048, 4050, 4052, 4054, 4056, 4058, 4060, 4062, 4064, 4066, 4068, 4070, 4072, 4074, 4076, 4078, 4080, 4082, 4084, 4086, 4088, 4090, 4092, 4094, 4096, 4098, 4100, 4102, 4104, 4106, 4108, 4110, 4112, 4114, 4116, 4118, 4120, 4122, 4124, 4126, 4128, 4130, 4132, 4134, 4136, 4138, 4140, 4142, 4144, 4146, 4148, 4150, 4152, 4154, 4156, 4158, 4160, 4162, 4164, 4166, 4168, 4170, 4172, 4174, 4176, 4178, 4180, 4182, 4184, 4186, 4188, 4190, 4192, 4194, 4196, 4198, 4200, 4202, 4204, 4206, 4208, 4210, 4212, 4214, 4216, 4218, 4220, 4222, 4224, 4226, 4228, 4230, 4232, 4234, 4236, 4238, 4240, 4242, 4244, 4246, 4248, 4250, 4252, 4254, 4256, 4258, 4260, 4262, 4264, 4266, 4268, 4270, 4272, 4274, 4276, 4278, 4280, 4282, 4284, 4286, 4288, 4290, 4292, 4294, 4296, 4298, 4300, 4302, 4304, 4306, 4308, 4310, 4312, 4314, 4316, 4318, 4320, 4322, 4324, 4326, 4328, 4330, 4332, 4334, 4336, 4338, 4340, 4342, 4344, 4346, 4348, 4350, 4352, 4354, 4356, 4358, 4360, 4362, 4364, 4366, 4368, 4370, 4372, 4374, 4376, 4378, 4380, 4382, 4384, 4386, 4388, 4390, 4392, 4394, 4396, 4398, 4400, 4402, 4404, 4406, 4408, 4410, 4412, 4414, 4416, 4418, 4420, 4422, 4424, 4426, 4428, 4430, 4432, 4434, 4436, 4438, 4440, 4442, 4444, 4446, 4448, 4450, 4452, 4454, 4456, 4458, 4460, 4462, 4464, 4466, 4468, 4470, 4472, 4474, 4476, 4478, 4480, 4482, 4484, 4486, 4488, 4490, 4492, 4494, 4496, 4498, 4500, 4502, 4504, 4506, 4508, 4510, 4512, 4514, 4516, 4518, 4520, 4522, 4524, 4526, 4528, 4530, 4532, 4534, 4536, 4538, 4540, 4542, 4544, 4546, 4548, 4550, 4552, 4554, 4556, 4558, 4560, 4562, 4564, 4566, 4568, 4570, 4572, 4574, 4576, 4578, 4580, 4582, 4584, 4586, 4588, 4590, 4592, 4594, 4596, 4598, 4600, 4602, 4604, 4606, 4608, 4610, 4612, 4614, 4616, 4618, 4620, 4622, 4624, 4626, 4628, 4630, 4632, 4634, 4636, 4638, 4640, 4642, 4644, 4646, 4648, 4650, 4652, 4654, 4656, 4658, 4660, 4662, 4664, 4666, 4668, 4670, 4672, 4674, 4676, 4678, 4680, 4682, 4684, 4686, 4688, 4690, 4692, 4694, 4696, 4698, 4700, 4702, 4704, 4706, 4708, 4710, 4712, 4714, 4716, 4718, 4720, 4722, 4724, 4726, 4728, 4730, 4732, 4734, 4736, 4738, 4740, 4742, 4744, 4746, 4748, 4750, 4752, 4754, 4756, 4758, 4760, 4762, 4764, 4766, 4768, 4770, 4772, 4774, 4776, 4778, 4780, 4782, 4784, 4786, 4788, 4790, 4792, 4794, 4796, 4798, 4800, 4802, 4804, 4806, 4808, 4810, 4812, 4814, 4816, 4818, 4820, 4822, 4824, 4826, 4828, 4830, 4832, 4834, 4836, 4838, 4840, 4842, 4844, 4846, 4848, 4850, 4852, 4854, 4856, 4858, 4860, 4862, 4864, 4866, 4868, 4870, 4872, 4874, 4876, 4878, 4880, 4882, 4884, 4886, 4888, 4890, 4892, 4894, 4896, 4898, 4900, 4902, 4904, 4906, 4908, 4910, 4912, 4914, 4916, 4918, 4920, 4922, 4924, 4926, 4928, 4930, 4932, 4934, 4936, 4938, 4940, 4942, 4944, 4946, 4948, 4950, 4952, 4954, 4956, 4958, 4960, 4962, 4964, 4966, 4968, 4970, 4972, 4974, 4976, 4978, 4980, 4982, 4984, 4986, 4988, 4990, 4992, 4994, 4996, 4998, 5000, 5002, 5004, 5006, 5008, 5010, 5012, 5014, 5016, 5018, 5020, 5022, 5024, 5026, 5028, 5030, 5032, 5034, 5036, 5038, 5040, 5042, 5044, 5046, 5048, 5050, 5052, 5054, 5056, 5058, 5060, 5062, 5064, 5066, 5068, 5070, 5072, 5074, 5076, 5078, 5080, 5082, 5084, 5086, 5088, 5090, 5092, 5094, 5096, 5098, 5100, 5102, 5104, 5106, 5108, 5110, 5112, 5114, 5116, 5118, 5120, 5122, 5124, 5126, 5128, 5130, 5132, 5134, 5136, 5138, 5140, 5142, 5144, 5146, 5148, 5150, 5152, 5154, 5156, 5158, 5160, 5162, 5164, 5166, 5168, 5170, 5172, 5174, 5176, 5178, 5180, 5182, 5184, 5186, 5188, 5190, 5192, 5194, 5196, 5198, 5200, 5202, 5204, 5206, 5208, 5210, 5212, 5214, 5216, 5218, 5220, 5222, 5224, 5226, 5228, 5230, 5232, 5234, 5236, 5238, 5240, 5242, 5244, 5246, 5248, 5250, 5252, 5254, 5256, 5258, 5260, 5262, 5264, 5266, 5268, 5270, 5272, 5274, 5276, 5278, 5280, 5282, 5284, 5286, 5288, 5290, 5292, 5294, 5296, 5298, 5300, 5302, 5304, 5306, 5308, 5310, 5312, 5314, 5316, 5318, 5320, 5322, 5324, 5326, 5328, 5330, 5332, 5334, 5336, 5338, 5340, 5342, 5344, 5346, 5348, 5350, 5352, 5354, 5356, 5358, 5360, 5362, 5364, 5366, 5368, 5370, 5372, 5374, 5376, 5378, 5380, 5382, 5384, 5386, 5388, 5390, 5392, 5394, 5396, 5398, 5400, 5402, 5404, 5406, 5408, 5410, 5412, 5414, 5416, 5418, 5420, 5422, 5424, 5426, 5428, 5430, 5432, 5434, 5436, 5438, 5440, 5442, 5444, 5446, 5448, 5450, 5452, 5454, 5456, 5458, 5460, 5462, 5464, 5466, 5468, 5470, 5472, 5474, 5476, 5478, 5480, 5482, 5484, 5486, 5488, 5490, 5492, 5494, 5496, 5498, 5500, 5502, 5504, 5506, 5508, 5510, 5512, 5514, 5516, 5518, 5520, 5522, 5524, 5526, 5528, 5530, 5532, 5534, 5536, 5538, 5540, 5542, 5544, 5546, 5548, 5550, 5552, 5554, 5556, 5558, 5560, 5562, 5564, 5566, 5568, 5570, 5572, 5574, 5576, 5578, 5580, 5582, 5584, 5586, 5588, 5590, 5592, 5594, 5596, 5598, 5600, 5602, 5604, 5606, 5608, 5610, 5612, 5614, 5616, 5618, 5620, 5622, 5624, 5626, 5628, 5630, 5632, 5634, 5636, 5638, 5640, 5642, 5644, 5646, 5648, 5650, 5652, 5654, 5656, 5658, 5660, 5662, 5664, 5666, 5668, 5670, 5672, 5674, 5676, 5678, 5680, 5682, 5684, 5686, 5688, 5690, 5692, 5694, 5696, 5698, 5700, 5702, 5704, 5706, 5708, 5710, 5712, 5714, 5716, 5718, 5720, 5722, 5724, 5726, 5728, 5730, 5732, 5734, 5736, 5738, 5740, 5742, 5744, 5746, 5748, 5750, 5752, 5754, 5756, 5758, 5760, 5762, 5764, 5766, 5768, 5770, 5772, 5774, 5776, 5778, 5780, 5782, 5784, 5786, 5788, 5790, 5792, 5794, 5796, 5798, 5800, 5802, 5804, 5806, 5808, 5810, 5812, 5814, 5816, 5818, 5820, 5822, 5824, 5826, 5828, 5830, 5832, 5834, 5836, 5838, 5840, 5842, 5844, 5846, 5848, 5850, 5852, 5854, 5856, 5858, 5860, 5862, 5864, 5866, 5868, 5870, 5872, 5874, 5876, 5878, 5880, 5882, 5884, 5886, 5888, 5890, 5892, 5894, 5896, 5898, 5900, 5902, 5904,

# TIMBER PARKWAY FOURTH ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
A REPLAT OF LOT 4, BLOCK 1, TIMBER PARKWAY THIRD ADDITION  
(A MINOR SUBDIVISION)

## OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT P.C. Investments, LLC, a North Dakota limited liability company, as owner of a parcel of land located in the part of the Southwest Quarter of Section 35, Township 133 North, Range 10 West of the 10th Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lot 4, Block 1 of TIMBER PARKWAY THIRD ADDITION, according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Containing 37.236 acres, more or less.

Said owners have caused the above described parcel of land to be surveyed and platted as "TIMBER PARKWAY FOURTH ADDITION" to the City of Fargo, Cass County, North Dakota, and do hereby dedicate 2004. Very and well. My hand and seal this 11th day of November, 2018, at Fargo, North Dakota.

OWNER:  
P.C. Investments, LLC

By: Kevin Christensen, president

County of Cass

State of North Dakota } ss

On this 11th day of November, 2018, before me, a notary public within and for said County and State, personally appeared Kevin Christensen, president, P.C. Investments, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the limited liability company.

Notary Public  
Nancy Public  
State of North Dakota  
My Commission Expires 12/2020

MORTGAGEE HOLDER:

First International Bank & Trust

By: Brad Rieggen, First Mortgage President

County of Cass

State of North Dakota } ss

On this 11th day of November, 2018, before me, a notary public within and for said County and State, personally appeared Brad Rieggen, First Mortgage President, First International Bank & Trust, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the First International Bank & Trust.

Notary Public  
Nancy Public  
State of North Dakota  
My Commission Expires 12/2020

## SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Kevin Christensen, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that the above described parcel of land is located within the boundaries of the City of Fargo, North Dakota, and that the monuments for the perimeter of the subject parcel have been located and placed in the ground as shown on the plat, and that the middle boundary line is accurately designated on the plat.

On this 11th day of November, 2018, before me, a notary public within and for said County and State, personally appeared Kevin Christensen, president, P.C. Investments, LLC, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

## CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 11th day of November, 2018.

By: Kevin Christensen, Planning Commission Chair

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

## FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and entered filed this 11th day of November, 2018.

By: Kevin Christensen, Mayor

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass

State of North Dakota } ss

County of Cass


State of North Dakota } ss

County of Cass

(12)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: MARK WILLIAMS, ASSISTANT PLANNING DIRECTOR** 

**DATE: JANUARY 8, 2020**

**RE: REQUEST FOR PROPOSALS FOR REDEVELOPMENT OF 1015, 1019, 1023 AND 1027 13TH AVENUE SOUTH**

In 2009, the City was granted Neighborhood Stabilization Program (NSP) funds from the ND Department of Commerce and HUD to use toward the acquisition and redevelopment of foreclosed, vacant and abandoned properties in Fargo. The goal is to help stabilize neighborhoods and preserve Fargo's affordable housing stock.

Currently, the City owns vacant property at 1015, 1019, 1023 and 1027 13th Avenue South. The properties were acquired with the intention of creating new affordable homeownership opportunities in the neighborhood through redevelopment under the Neighborhood Stabilization Program. Staff is requesting formal approval to publish a Request for Proposals (RFP) for redevelopment of these properties following NSP rules.

**Recommended Motion:** Authorize staff to release the Request for Proposals for redevelopment of 1015, 1019, 1023 and 1027 13th Avenue South following Neighborhood Stabilization Program rules, subject to ND Department of Commerce and technical review by the City Attorney.

**REQUEST FOR PROPOSALS  
TO DEVELOP CITY-OWNED PROPERTY**  
NSP Program – 1015, 1019, 1023, and 1027 13th Avenue South  
*January 6, 2020*

The City of Fargo is seeking proposals from housing developers to redevelop City-owned vacant property at 1015, 1019, 1023 & 1027 13th Avenue South. Proposals must be for affordable housing (rental or owner-occupied) for households earning 120% or below Area Median Income (AMI), subject to a 20-year affordability period. **Proposals are due February 11, 2020.** Cost alone will not be the primary deciding factor. Project will be awarded to the developer who most effectively addresses the following goals.

**PROPOSED REDEVELOPMENT OF SITE MUST:**

- Highest and best use of land – units can be a mix of sizes to suit varying household sizes;
- Be affordable for individuals or families whose incomes do not exceed 120% of Fargo's AMI (subject to a 20-year affordability period);
- Be consistent with the character of the surrounding neighborhood;
- Provide evidence that the proposed redevelopment will create quality affordable housing upon completion;
- Be completed or substantially complete no more than 24 months after the date of the signed Redevelopment Agreement.

**DESCRIPTION OF SUBJECT PROPERTY**

- Address: 1015, 1019, 1023 & 1027 13th Avenue South
- Legal Description: Lot 1 through 4, Block 1, Habitat Addition
- Lot size: 11,659 sq. ft. (combined)
- Dimensions: 155' x 77' (combined)
- Zoning: SR-5 which allows for 14.5 units per acre. The City of Fargo Land Development Code should be used to establish the development standards (the existing PUD zoning ordinance has expired).

**PARAMETERS OF PROJECT**

- The City will provide the building site which was paid for with Neighborhood Stabilization Program funds (NSP).
- The Developer must follow all NSP rules for redevelopment, including awarding construction contracts by competitive bid procurement, as outlined by the State of ND Department of Community Services.

- Construction contracts (by competitive bid procurement) must be awarded by a mutually agreed upon timeline by City, ND DCS and project developer. Both the City and ND DCS will be involved with bid review.
- Purchaser must negotiate and sign a Redevelopment Contract that outlines the nature of the project and its consistency with the parameters outlined in this RFP and NSP requirements. This Agreement will be negotiated and executed between the City and the proposer(s) at the end of the RFP process. The Redevelopment Contract will outline the responsibilities of both parties, define the terms of the agreed upon project, and set up the process for transferring ownership of the property.
- The City will not dispose of NSP properties for speculation, land banking, or any other purpose that is not intended for timely redevelopment.

### **SUBMISSION REQUIREMENTS**

All proposals must be **received by February 11, 2020 at 4:00 p.m.** Any proposals received after that time will be rejected. Submit proposals containing the required information, along with a signed copy of the page 3 of this request to:

Dept of Planning and Development  
225 4th Street North, Fargo, ND 58102  
Attn: Tia Braseth  
Re: NSP Infill RFP – 1015, 1019, 1023, & 1027 13th Avenue South

The following **information** must be provided **about the developer**:

- Name and Mailing Address
- Legal status (ex. for-profit corporation, individual, non-profit, etc)
- Qualifications to undertake proposed redevelopment
- Relevant Experience
- Demonstrated financial capacity to complete the proposed project (e.g., performance bond)

The following **information** must be provided **about the proposal**:

- Project description
- Timeline
- Proposed project budget and financing/pro-forma
- Preliminary plans
  - Drawing/elevations of the proposed structure
  - Site plans
  - Preliminary/schematic floor plans and/or descriptions of the proposed structure, including number of bedrooms, square feet, parking, etc.

All information should be submitted in a format that is concise, clear, and responsive to the questions asked in the RFP.

## EVALUATION OF PROPOSALS

The City reserves the right, in its sole discretion, to reject any and all proposals or accept any proposal in whole or in part. The City's review committee will evaluate proposals based on the following criteria:

- Consistency with NSP goals and regulations
- Project's consistency with character of surrounding neighborhood
- Timeliness of completion of proposed project (what is the timeline)
- Consistency with stated City goals
- Impact on the neighborhood
- Utilization of City incentives
- Proposer's ability to complete the project
- Proposer's previous project management and construction administration experience
- Proposer's experience with related projects and past project history

Note: Decisions made by the review committee are subject to the final approval of the City Commission.

*I the undersigned attest by my signature that I have read the terms and conditions outlined in this request for proposals and intend to submit a proposal in conformance with said guidance.*

---

*Signature (for)*

*Printed Name*

*Date*

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Improvement District No. FM-20-C1 & BN-20-C1 Type: Joint Powers Agreement w/  
Southeast Cass Water Resource District

Location: Drain 53 & 64<sup>th</sup> Avenue South Date of Hearing: 1/6/2020

|                 |                    |
|-----------------|--------------------|
| <u>Routing</u>  | <u>Date</u>        |
| City Commission | <u>1/13/2020</u>   |
| PWPEC File      | <u>X</u>           |
| Project File    | <u>Roger Kluck</u> |

The Committee reviewed a communication from Civil Engineer, Roger Kluck, regarding a Joint Powers Agreement with Southeast Cass Water Resource District (SE Cass WRD) for Drain 53 improvements.

The cost share with SE Cass WRD follows past projects for in-town drain improvements. Engineering has worked closely on developing this Joint Powers Agreement with SE Cass WRD and recommends approval.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Joint Powers Agreement with Southeast Cass Water Resource District for Drain 53 improvements.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Joint Powers Agreement with Southeast Cass Water Resource District for Drain 53 improvements.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

| Present  | Yes      | No       | Unanimous |
|----------|----------|----------|-----------|
|          |          |          | <u>✓</u>  |
| <u>✓</u> | <u>✓</u> | <u>✓</u> |           |
| <u>✓</u> | <u>✓</u> | <u>✓</u> |           |
| <u>✓</u> | <u>✓</u> | <u>✓</u> |           |
| <u>✓</u> | <u>✓</u> | <u>✓</u> |           |
| <u>✓</u> | <u>✓</u> | <u>✓</u> |           |
| <u>✓</u> | <u>✓</u> | <u>✓</u> |           |
| <u>✓</u> | <u>✓</u> | <u>✓</u> |           |

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

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC  
**From:** Roger E. Kluck, PE, CFM Civil Engineer II  
**Date:** January 2, 2020  
**Re:** Project No. FM-20-C1 & BN-20-C1 - Drain 53 & 64<sup>th</sup> Avenue Improvements  
Joint Powers Agreement SE Cass

---

### **Background:**

The City of Fargo is developing two projects in SE Fargo. BN-20-C1 is a Federal Aid assisted project to improve 64<sup>th</sup> Avenue South from 25<sup>th</sup> Street South west to west of 33<sup>rd</sup> Street South and includes an I29 overpass structure. This project will cross Drain 53 and will replace the existing drainage structures and low water crossing with channel improvements and new box drainage structures to carry the increased design flows as the City develops south. Project No. FM-20-C1 is a project to deepen and widen Drain 53 from 64<sup>th</sup> Avenue South and south to approximately future 73<sup>rd</sup> Avenue South. FM-20-C1 will build a levee on the west side of Drain 53 from 64<sup>th</sup> to 70<sup>th</sup> Avenues South to tie into a future southern line of protection for the developing Selkirk Additions. FM-20-C1 will build levee on the east side of Drain 53 from the existing levee at Golden Valley and continue south to the end of the project for future tie in to the levee for developing Madelyn Meadows.

For Project No. FM-20-C1, we have a Cost Share Agreement with SE Cass which covers that SE Cass and the City of Fargo will share 50% each for the project costs expected to be approximately \$715,000 each. SE Cass covers the widening and deepening of the channel and the City covers the flood control levee elements of the project. The City of Fargo share will come primarily from Special Assessments. For Project No. BN-20-C1 the cost share from SE Cass will be 60% of the cost of one box structure (\$179,500), or \$107,700.00, which includes widening of the drain through 64<sup>th</sup> Avenue. A second box structure is needed at the crossing to cover the Drain 53 flows for future developments and will be covered 100% by the City. The cost share with SE Cass follows past projects for in-town drain improvements. Engineering has worked closely on developing this Joint Powers Agreement with SE Cass and recommends approval.

### **Recommended Motion:**

Approve the Joint Powers Agreement with SE Cass for Drain 53 improvements.

REK/klb  
Attachments

C: Brenda Derrig, City Engineer  
Jody Bertrand, Division Engineer

**JOINT POWERS AGREEMENT  
DRAIN 53 IMPROVEMENT PROJECT NO. 2019-01**

THIS AGREEMENT is by the Southeast Cass Water Resource District, a North Dakota political subdivision (the "District"); and the City of Fargo, North Dakota, a North Dakota municipal corporation (the "City").

**RECITALS**

A. The District owns and operates Cass County Drain No. 53 ("Drain 53"), a legal assessment drain under Chapter 61-16.1 of the North Dakota Century Code.

B. The District has concluded certain drainage improvements are necessary to Drain 53 upstream of 64th Avenue South within the boundaries of the City of Fargo (the "City"), to provide enhanced control over the Drain 53 watershed, and more effective and efficient drainage for the benefit of the properties within the Drain 53 watershed.

C. In addition, the District and the City have identified certain flood protection improvements the District could construct to Drain 53 in conjunction with the District's construction of the Drain 53 drainage improvements; the flood protection components would provide significant flood protection benefits for the City, residents, properties, and infrastructure within the City.

D. The City plans to construct crossing improvements at the 64th Avenue South crossing over Drain 53 to accommodate the Drain 53 improvement project, and to provide additional flood protection, a project the City refers to as Project #BN-20-C1.

E. Under N.D.C.C. § 54-40.3-01, the District and the City have the authority to enter into a joint powers agreement to provide for the cooperative administration of a project, and the parties wish to enter into this Agreement to provide the parties' duties and obligations regarding the development, design, financing, funding, construction, operation, and maintenance of a Drain 53 improvement project.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

1. **The Drain 53 Project.** The District and the City agree construction of drainage improvements and significant flood protection improvements to Drain 53 are necessary, including the construction of channel and hydraulic capacity increases, additional levees parallel to the drain, and other related improvements, as identified in the map of the proposed project attached as **Exhibit A**; the parties refer to the Drain Project as DRAIN 53 IMPROVEMENT PROJECT NO. 2019-01 (the "Drain Project"). The parties will cooperate to develop, establish, construct, administer, finance, fund, and maintain the Drain Project as provided in this Agreement.

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

Page 2

2. **Drainage Project Funding Obligations.** The District will fund and otherwise be responsible for all costs associated with the drainage improvement components of the Drain Project, and the City will fund and otherwise be responsible for all costs associated with the flood protection components of the Drain Project. The District will pay its share of the Drain Project costs from the Drain 53 assessment district; the District will issue bonds to finance the drainage improvement costs, and, if necessary, the District will utilize general funds to pay the District's share of the Drain Project. The City will pay its share of the Drainage Project costs in the manner deemed appropriate by the City, potentially including creation of a special assessment district in accordance with North Dakota law. Attached as **Exhibit B** is the cost estimate for the Drain Project, including each party's estimated cost responsibilities. The parties understand and agree **Exhibit B** is simply an estimate, and that each party will be responsible for their pro-rata share of the final costs associated with their respective cost obligations regarding the Drain Project.

3. **The Crossing Project.** In conjunction with the District's construction of the Drain Project, the City plans to reconstruct and improve the existing 64th Avenue South crossing over Drain 53 (the "Crossing"), including hydraulic improvements to accommodate Drain 53 and to address flooding issues. The City plans to install two 8'x 8' box culverts to improve the Crossing, as depicted in the map attached as **Exhibit C** (the "Crossing Project"); the City refers to the Crossing Project as Project #BN-20-C1. The City will not operate, construct, reconstruct, repair, maintain, modify, replace, or improve the Crossing in any manner that interferes with Drain 53.

4. **Crossing Project Funding Obligations.** Under N.D. Cent. Code § 61-16.1-43, whenever construction or reconstruction of a bridge, culvert, or crossing that intersects or crosses a legal assessment drain on a county or township road is necessary, the District must provide 60% of the costs and the road authority must provide 40% of the costs. In this case, the parties agree installation of a single 8'x 8' box culvert at the Crossing would adequately accommodate Drain 53 solely related to drainage. The parties further agree installation of the second 8'x 8' box culvert will provide flood protection benefits and will otherwise address flooding issues. With that in mind, the District will provide 60% cost-share regarding the costs of installing a single 8'x 8' box culvert. The City will be responsible for the remaining 40% of costs associated with installation of a single box culvert, all costs regarding the installation of the second box culvert, and all other remaining costs of the Crossing Project. Attached as **Exhibit D** is the cost estimate for the Crossing Project, City Project #BN-20-C1, including the estimated costs of the District's 60% cost-share. The City will administer the Crossing Project; with that in mind, following completion of the Crossing Project, the City will prepare an Engineer's Statement of Costs that outlines final Crossing Project costs and will provide a copy to the District; in the event the final costs of installing a single 8'x 8' box culvert are less than anticipated, and as identified in **Exhibit D**, the District's 60% cost-share obligations will similarly decrease proportionately. The parties understand and agree **Exhibit D** is simply an estimate, and that each party will be responsible for their pro-rata share of the final costs associated with their respective

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

Page 3

cost obligations regarding the Crossing Project, City Project #BN-20-C1. Upon completion of the Crossing Project, the City will be solely responsible for the ownership, operation, construction, reconstruction, repair, maintenance, modification, replacement, and improvement of the Crossing. The District will not have any additional responsibility for cost-share regarding the Crossing or the Crossing Project, and will not have any other obligations regarding the Crossing.

5. **The District's Obligations.** The District will perform the following obligations regarding the Drain Project and the Crossing Project:

- a) procure consultants regarding the Drain Project development and design (including plans and specifications), cost estimating, permit document development, and environmental assessment support;
- b) design the Drain Project, in cooperation with the City, and subject to final approval by both the District and the City;
- c) acquire all requisite right of way, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property, as necessary to accommodate the Drain Project, in the District's name;
- d) apply for and obtain all necessary permits, licenses, registrations, and approvals from all applicable federal and state agencies, and other applicable government entities regarding the Drain Project;
- e) advertise for bids, procure a contractor, and enter into a construction contract for purposes of constructing the Drain Project;
- f) construct the Drain Project, in accordance with the final design approved jointly by the District and the City;
- g) seek, apply for, and administer any applicable cost-share from the North Dakota State Water Commission regarding the Drain Project;
- h) pay all Drain Project costs related to the drainage improvements;
- i) own, maintain, and operate Drain 53 and all Drain 53 project components following construction of the Drain Project;

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

**Page 4**

- j) provide engineering support and review regarding the design of the Crossing Project, and cooperate with the City regarding final Crossing Project design;
- k) levy an annual maintenance levy against all properties and political subdivisions that benefit from Drain 53; and
- l) comply with all applicable laws regarding the District's obligations under this Agreement.

6. **The City's Obligations.** The City will perform the following obligations regarding the Drain Project and the Crossing Project:

- a) cooperate with the District regarding the development and design of the Drain Project, and selection of Drain Project alternatives, components, and features;
- b) provide engineering support and review regarding the design of the Drain Project, and cooperate with the District regarding final Drain Project design;
- c) pay all Drain Project costs related to the flood protection improvements;
- d) procure consultants regarding the Crossing Project development and design (including plans and specifications), cost estimating, permit document development, and environmental assessment support;
- e) design the Crossing Project, in cooperation with the City, and subject to final approval by both the District and the City;
- f) acquire all requisite right of way, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property, as necessary to accommodate the Crossing Project, in the City's name;
- g) apply for and obtain all necessary permits, licenses, registrations, and approvals from all applicable federal and state agencies, and other applicable government entities regarding the Crossing Project;
- h) advertise for bids, procure a contractor, and enter into a construction contract for purposes of constructing the Crossing Project;

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

Page 5

- i) construct the Crossing Project, in accordance with the final design approved jointly by the District and the City;
- j) own, maintain, and operate the Crossing and all Crossing Project components following construction of the Crossing Project;
- k) if deemed appropriate by the City regarding the City's financing and funding obligations under this Agreement, conduct the requisite proceedings to create a special assessment district regarding the City's cost obligations under this Agreement, in accordance with applicable North Dakota law;
- l) grant all necessary temporary and permanent easements or access rights over any property owned by the City as reasonably necessary to accommodate the Drain Project; and
- m) comply with all applicable laws regarding the City's obligations under this Agreement.

7. **Reimbursement Procedures.** The City will reimburse the District for all costs and expenses associated with and regarding the Drain Project flood protection improvements. No more than monthly, the District will provide the City with written notice of all Drain Project costs and expenses associated with the flood protection improvements, along with copies of all bills and invoices received for those Project costs. The City will provide full payment to the District of all costs and expenses within 60 days from the date of each written notice. With regard to the Crossing Project, City Project #BN-20-C1, following completion of construction, the City will provide an Engineer's Statement of Costs to the District that outlines final Crossing Project costs. In the event the final costs of installing a single 8'x 8' box culvert are less than anticipated, and as identified in **Exhibit D**, the District's 60% cost-share obligations will similarly decrease proportionately. In no event will the District's Crossing Project cost-share obligation exceed the amount indicated on **Exhibit D**. Upon the District's receipt of the City's Engineer's Statement of Costs, the District will provide payment to the City of the District's cost-share obligation within 60 days from the date of the City's notice.

8. **Severability.** If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

Page 6

9. **Applicable Law.** This Agreement will be construed in accordance with and governed by North Dakota law.

10. **Assignment.** Neither party may transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.

11. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by both parties.

12. **Interpretation.** This Agreement will be construed as if prepared by both parties.

13. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

14. **Termination.** This Agreement will terminate when any bonds issued to finance the Drain Project have been paid in full. However, the District's obligations to own, operate, and maintain the Drain Project and Drain 53 will survive termination of this Agreement. Similarly, the City's obligations to own, operate, and maintain the Crossing Project and the Crossing will survive termination of this Agreement.

15. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

16. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

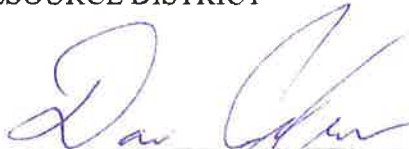
(Signatures appear on the following pages.)

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

**Page 7**

SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By:

  
\_\_\_\_\_  
Dan Jacobson, Chair

ATTEST:

  
\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

Date: December 10, 2019



*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

**Page 8**

CITY OF FARGO

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Grubb  
City Administrator

Date: \_\_\_\_\_, 2019

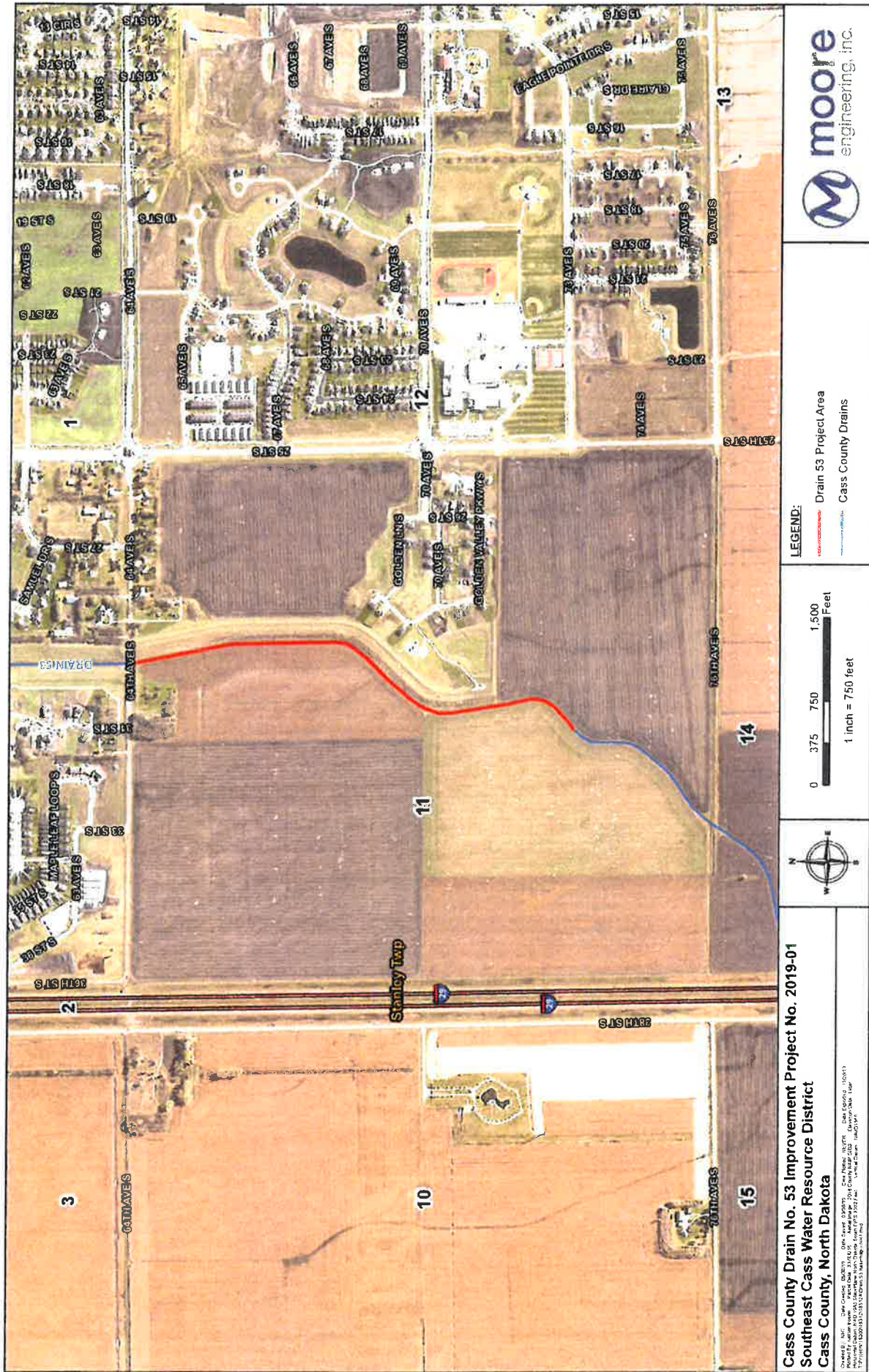
*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

**Page 9**

**EXHIBIT A**

**MAP OF DRAIN 53 IMPROVEMENT PROJECT NO. 2019-01**

(1 page attached)



*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

**Page 10**

**EXHIBIT B**

**DRAIN PROJECT COST ESTIMATE**

(1 page attached)

**Cass County Drain No. 53 Section 11 Channel Improvements  
Southeast Cass Water Resource District  
Cass County, North Dakota**

*Engineer's Preliminary Opinion of Probable Cost - Levee Project  
For Discussion Purposes Only*

| BID ITEM NO. & DESCRIPTION               | UNIT    | QUANTITY | UNIT PRICE  | TOTAL                 | CITY OF<br>FARGO    | LOCAL               |
|--|---------|----------|-------------|-----------------------|---------------------|---------------------|
| 1. Mobilization                          | LS      | 1        | \$20,000.00 | \$20,000.00           | \$10,000.00         | \$10,000.00         |
| 2. Topsoil - Stripping & Spreading       | AC      | 19       | \$2,500.00  | \$47,500.00           | \$23,750.00         | \$23,750.00         |
| 3. Excavation                            | CY      | 97,200   | \$3.00      | \$291,600.00          | \$145,800.00        | \$145,800.00        |
| 4. Embankment                            | CY      | 78,600   | \$5.00      | \$393,000.00          | \$196,500.00        | \$196,500.00        |
| 5. Riprap - Class III                    | CY      | 580      | \$70.00     | \$40,600.00           | \$20,300.00         | \$20,300.00         |
| 6. Riprap Filter Blanket                 | SY      | 1,100    | \$2.50      | \$2,750.00            | \$1,375.00          | \$1,375.00          |
| 7. Salvage & Replace Riprap - Class III  | CY      | 120      | \$40.00     | \$4,800.00            | \$2,400.00          | \$2,400.00          |
| 8. Culvert - Remove                      | LF      | 52       | \$8.00      | \$416.00              | \$208.00            | \$208.00            |
| 9. CSP - 18"                             | LF      | 700      | \$30.00     | \$21,000.00           | \$10,500.00         | \$10,500.00         |
| 10. CSP - 24"                            | LF      | 70       | \$35.00     | \$2,450.00            | \$1,225.00          | \$1,225.00          |
| 11. Flared End Section - 18" CSP         | EA      | 10       | \$185.00    | \$1,850.00            | \$925.00            | \$925.00            |
| 12. Flared End Section - 24" CSP         | EA      | 1        | \$235.00    | \$235.00              | \$117.50            | \$117.50            |
| 13. Adjustable Flap Gate - 18" Cast Iron | EA      | 10       | \$950.00    | \$9,500.00            | \$4,750.00          | \$4,750.00          |
| 14. Adjustable Flap Gate - 24" Cast Iron | EA      | 1        | \$1,400.00  | \$1,400.00            | \$700.00            | \$700.00            |
| 15. Bike Path - 4" Concrete              | CY      | 660      | \$60.00     | \$39,600.00           | \$19,800.00         | \$19,800.00         |
| 16. Bike Path - 2" Aggregate Base        | CY      | 330      | \$40.00     | \$13,200.00           | \$6,600.00          | \$6,600.00          |
| 17. Seeding - Type III                   | AC      | 30       | \$640.00    | \$19,200.00           | \$9,600.00          | \$9,600.00          |
| 18. Rock Check - Temporary               | EA      | 2        | \$2,000.00  | \$4,000.00            | \$2,000.00          | \$2,000.00          |
| 19. Storm Water Management               | LS      | 1        | \$10,000.00 | \$10,000.00           | \$5,000.00          | \$5,000.00          |
| 20. Material Testing                     | Invoice | 1        | \$25,000.00 | \$25,000.00           | \$12,500.00         | \$12,500.00         |
| 21. Traffic Control                      | LS      | 1        | \$2,000.00  | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| Construction Subtotal                    |         |          |             | \$950,101.00          | \$475,050.50        | \$475,050.50        |
| Engineering - Preliminary                |         |          |             | \$50,000.00           | \$25,000.00         | \$25,000.00         |
| Engineering - Design                     |         |          |             | \$85,510.00           | \$42,755.00         | \$42,755.00         |
| Engineering - Construction               |         |          |             | \$85,510.00           | \$42,755.00         | \$42,755.00         |
| Permitting                               |         |          |             | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| Legal                                    |         |          |             | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| Bond Issuance / Financing                |         |          |             | \$0.00                | \$0.00              | \$0.00              |
| Owner Administration Expenses            |         |          |             | \$1,000.00            | \$500.00            | \$500.00            |
| Advertising & Publishing                 |         |          |             | \$1,000.00            | \$500.00            | \$500.00            |
| Right-of-Way Acquisition                 |         |          |             | \$58,900.00           | \$29,450.00         | \$29,450.00         |
| Right-of-Way Negotiations                |         |          |             | \$3,000.00            | \$1,500.00          | \$1,500.00          |
| Land Surveying                           |         |          |             | \$10,000.00           | \$5,000.00          | \$5,000.00          |
| Utility Relocations                      |         |          |             | \$20,000.00           | \$10,000.00         | \$10,000.00         |
| Utility Relocation Coordination          |         |          |             | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| Soil Borings & Geotechnical Report       |         |          |             | \$15,000.00           | \$7,500.00          | \$7,500.00          |
| Project Contingencies (15%)              |         |          |             | \$143,399.00          | \$71,699.50         | \$71,699.50         |
| <b>TOTAL PROJECT COST</b>                |         |          |             | <b>\$1,429,420.00</b> | <b>\$714,710.00</b> | <b>\$714,710.00</b> |

Notes

Assumed 50-50 split between Fargo and Southeast Cass WRD

Right-of-way acquisition assumes all land to be dedicated except for properties West of the project in the SE 1/4 (ROW = 3.7 ac @ \$15k/ac, Easement = 1.7 ac @ \$2k/ac)

Engineering - Preliminary includes all work to date for this reach

Potential utility relocations are along 64th Ave S

*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

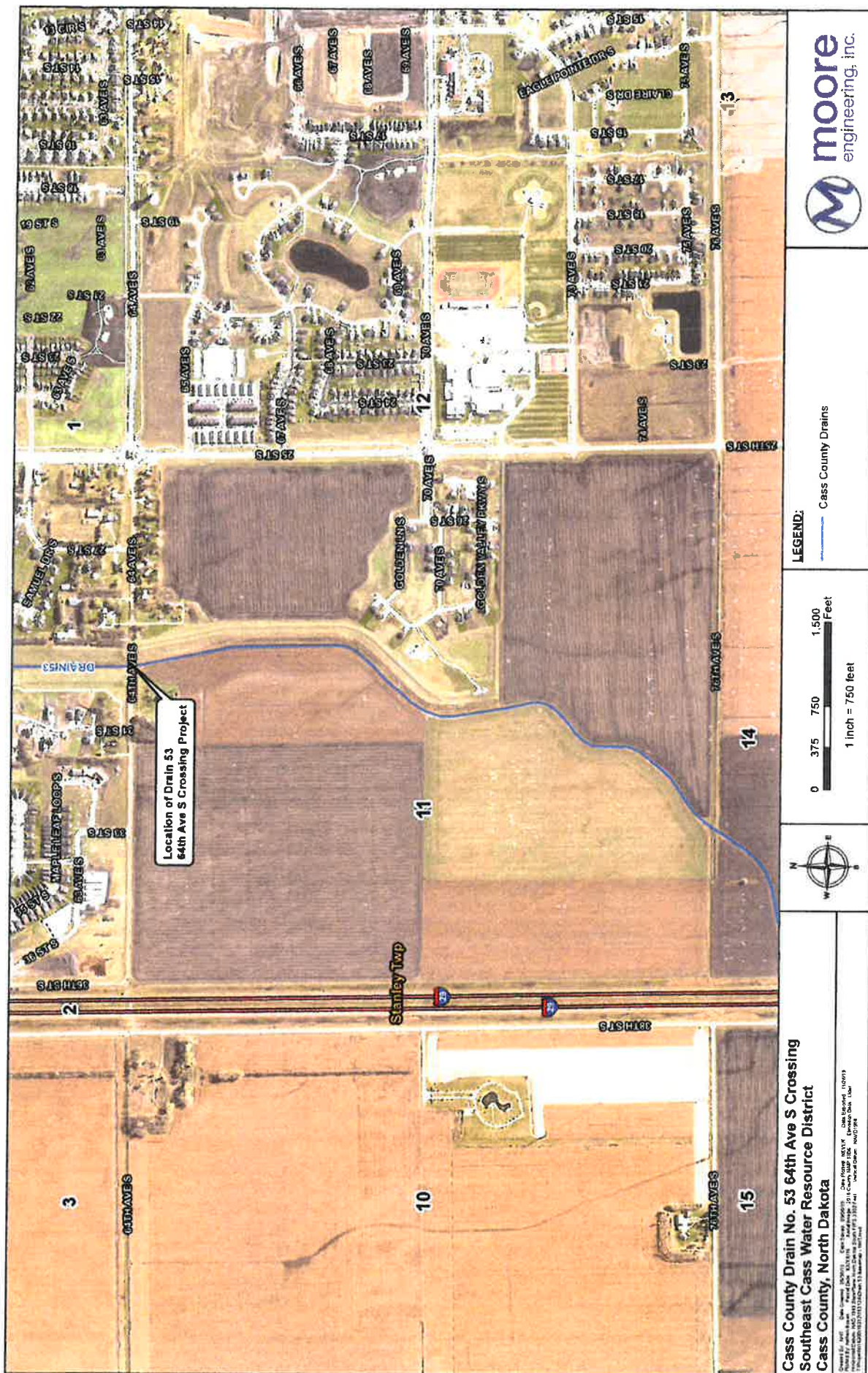
**Page 11**

**EXHIBIT C**

**MAP OF CROSSING PROJECT**

(1 page attached)





*Joint Powers Agreement  
Southeast Cass Water Resource District  
City of Fargo  
Drain 53 Project - 2019*

Page 12

**EXHIBIT D**

**CROSSING PROJECT COST ESTIMATE**

(1 page attached)



**Engineers Opinion of Probable Cost  
 Fargo, North Dakota - 64th Ave Construction  
 BN-20-C1; 33rd St to 25th St**

| SPEC   | CODE | ITEM DESCRIPTION                              | UNIT  | Total  | UNIT PRICE    | TOTAL PRICE            |
|--|------|---|-------|--------|---------------|------------------------|
| 103  | 0100 | CONTRACT BOND                                 | L SUM | 1      | \$ 40,000.00  | \$ 40,000.00           |
| 203  | 0101 | COMMON EXCAVATION-TYPE A                      | CY    | 12,746 | \$ 6.00       | \$ 76,476.00           |
| 203  | 0109 | TOPSOIL                                       | CY    | 8,813  | \$ 6.00       | \$ 52,878.00           |
| 203  | 0140 | BORROW-EXCAVATION                             | CY    | 32,740 | \$ 4.00       | \$ 130,960.00          |
| 251  |      | EROSION CONTROL                               | L SUM | 1      | \$ 101,300.00 | \$ 101,300.00          |
| 302  | 0121 | AGGREGATE BASE COURSE CL 5                    | CY    | 6,573  | \$ 35.00      | \$ 230,055.00          |
| 302  | 0357 | AGGREGATE SURFACE COURSE CL 13                | CY    | 46     | \$ 32.00      | \$ 1,472.00            |
| 550  | 0310 | 10IN NON REINF CONCRETE PVMT CL AE-DOWELED    | SY    | 14,667 | \$ 65.00      | \$ 953,355.00          |
| 606  |      | PED UNDERPASS EAST                            | LSUM  | 1      | \$ 335,000.00 | \$ 335,000.00          |
| 606  |      | DRAIN 53 STRUCTURE - SE Cass WRD Eligible     | LSUM  | 1      | \$ 179,500.00 | \$ 179,500.00          |
| 606  |      | DRAIN 53 STRUCTURE - SE Cass WRD Non-Eligible | LSUM  | 1      | \$ 179,500.00 | \$ 179,500.00          |
| 702  |      | TEMPORARY TRAFFIC CONTROL                     | L SUM | 1      | \$ 56,700.00  | \$ 56,700.00           |
| 702  | 0100 | MOBILIZATION                                  | L SUM | 1      | \$ 400,000.00 | \$ 400,000.00          |
| 709  | 0151 | GEOSYNTHETIC MATERIAL TYPE R1                 | SY    | 17,849 | \$ 2.00       | \$ 35,698.00           |
| 714  |      | STORM SEWER                                   | L SUM | 1      | \$ 868,300.00 | \$ 868,300.00          |
| 714  | 9696 | EDGEDRAIN NON PERMEABLE BASE                  | LF    | 7,572  | \$ 7.00       | \$ 53,004.00           |
| 722  |      | WATERMAIN                                     | L SUM | 1      | \$ 618,475.00 | \$ 618,475.00          |
| 748  | 0140 | CURB & GUTTER-TYPE I                          | LF    | 7,825  | \$ 24.00      | \$ 187,800.00          |
| 750  | 0030 | PIGMENTED IMPRINTED CONCRETE                  | SY    | 212    | \$ 95.00      | \$ 20,140.00           |
| 750  | 0120 | SIDEWALK CONCRETE SIN REINF                   | SY    | 9,316  | \$ 40.00      | \$ 372,640.00          |
| 750  | 1000 | DRIVEWAY CONCRETE                             | SY    | 979    | \$ 50.00      | \$ 48,950.00           |
| 750  | 2115 | DETECTABLE WARNING PANELS                     | SF    | 407    | \$ 40.00      | \$ 16,280.00           |
| 754  | 8021 | DYNAMIC MESSAGE SIGN-POST MOUNTED             | EA    | 1      | \$ 55,000.00  | \$ 55,000.00           |
| 754  |      | SIGNING                                       | L SUM | 1      | \$ 7,400.00   | \$ 7,400.00            |
| 762  |      | PAVEMENT MARKING                              | L SUM | 1      | \$ 85,400.00  | \$ 85,400.00           |
| 770  |      | LIGHTING                                      | L SUM | 1      | \$ 107,100.00 | \$ 107,100.00          |
| <b>Subtotal</b>                              |      |   |       |        |               | <b>\$ 5,213,383.00</b> |
| <b>Contingencies &amp; Engineering (15%)</b> |      |   |       |        |               | <b>\$ 782,007.00</b>   |
| <b>ROW (0.69 Acres @ \$50k/Acre)</b>         |      |   |       |        |               | <b>\$ 34,500.00</b>    |
| <b>Temp Esmt (0.34 Acres @ \$2.5k/Acre)</b>  |      |   |       |        |               | <b>\$ 850.00</b>       |
| <b>Grand Total</b>                           |      |   |       |        |               | <b>\$ 6,030,740.00</b> |

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(15)

Improvement District No. BR-20-B

Type: Incentive/Disincentive

Location: 7<sup>th</sup> Ave N, Elm St to Bdwy & Oak St, RR to 7<sup>th</sup> Ave N

Date of Hearing: 1/6/2020

RoutingDate

City Commission

1/13/2020

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding incentives/disincentives for Improvement District No. BR-20-B.

Due to the impact to the traveling public Staff is recommending to incentivize the portion of the 7<sup>th</sup> Avenue North project between 2<sup>nd</sup> Street and Broadway. Staff recommends an incentive of \$5,000/day for up to 20 days for a total possible incentive of \$100,000. We are also recommending a disincentive of \$5,000/day for the same section.

For the portion of the project on 7<sup>th</sup> Avenue North between 2<sup>nd</sup> Street and Elm Street and on Oak Street North from the RR tracks to 7<sup>th</sup> Avenue North, Staff is not recommending an incentive or disincentive. Normal liquidated damages will apply.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of an incentive of \$5,000/day for a maximum of 20 days (up to \$100,000) and a disincentive of \$5,000/day for going beyond the time limits on the portion of 7<sup>th</sup> Avenue North from 2<sup>nd</sup> Street to Broadway and no incentive/disincentive for the remainder of the project.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve an incentive of \$5,000/day for a maximum of 20 days (up to \$100,000) and a disincentive of \$5,000/day for going beyond the time limits on the portion of 7<sup>th</sup> Avenue North from 2<sup>nd</sup> Street to Broadway and no incentive/disincentive for the remainder of the project.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water & Wastewater Utility Funds, Sales Tax, & Special Assessments


|  | Yes        | No |
|--|------------|----|
| Developer meets City policy for payment of delinquent specials | <u>N/A</u> |    |
| Agreement for payment of specials required of developer        | <u>N/A</u> |    |
| Letter of Credit required (per policy approved 5-28-13)        | <u>N/A</u> |    |

COMMITTEE

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

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <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"/> |                                     |
| <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"/> |                                     |

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Project Manager  
**Date:** January 3, 2020  
**Re:** Incentive/Disincentive for Improvement District No. BR-20-B

---

In keeping with our commitment to make recommendations regarding incentives/disincentives for projects that impact arterial roadways, I am forwarding the following project recommendation for your consideration.

The project in question, BR-20-B is a Water Main Replacement, Street Reconstruction & Incidentals Project on 7<sup>th</sup> Avenue North from Elm Street to Broadway and on Oak Street from the RR tracks to 7<sup>th</sup> Avenue North. This project is scheduled for a bid opening of March 4, 2020 with a substantial completion date of September 30, 2020.

Due to the impact to the traveling public, staff is recommending to incentivize a portion of the 7<sup>th</sup> Avenue North project that lays between 2<sup>nd</sup> Street and Broadway. Staff recommends an incentive of \$5,000/day for up to 20 whole days ahead of the 120-day Phase 1 & 2 completion for a total possible incentive of \$100,000. Staff also recommends a disincentive of \$5,000/day for the same area if not completed and going beyond the allowed 120-days.

For the portion of the project on 7<sup>th</sup> Avenue North between 2<sup>nd</sup> Street and Elm Street and on Oak Street North from the RR tracks to 7<sup>th</sup> Avenue North (Phases 3 & 4), Staff is not recommending an incentive or disincentive as part of Improvement District #BR-20-B. Normal liquidated damages will apply to this area if work is not completed within the phasing time limits.

### **Recommended Motion**

Approve an incentive of \$5,000/day for a maximum of 20 days (Up to \$100,000) and a disincentive of \$5,000/day for going beyond the time limits on the portion of 7<sup>th</sup> Avenue North from 2<sup>nd</sup> Street to Broadway and no incentive/disincentive for the remainder of the project.

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(16)

Improvement District No. SL-19-E1 Type: Negative Final Balancing Change Order #1

Location: 7<sup>th</sup> & 8<sup>th</sup> Street, 15<sup>th</sup> to 17<sup>th</sup> Avenue N Date of Hearing: 1/6/2020

|                 |             |
|-----------------|-------------|
| <u>Routing</u>  | <u>Date</u> |
| City Commission | 1/13/2020   |
| PWPEC File      | X           |
| Project File    | Jim Mohr    |

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Negative Final Balancing Change Order #1, in the amount of \$-11,921.60 bringing the total contract amount to \$126,982.40.

Staff is recommending approval of Negative Final Balancing Change Order #1, in the amount of \$-11,921.60.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-11,921.60 to Fargo Electric, bringing the total contract amount to \$126,982.40.

PROJECT FINANCING INFORMATION:


|  |                            |     |    |
|--|----------------------------|-----|----|
| Recommended source of funding for project:                     | <u>Special Assessments</u> | Yes | No |
| Developer meets City policy for payment of delinquent specials |                            | N/A |    |
| Agreement for payment of specials required of developer        |                            | N/A |    |
| Letter of Credit required (per policy approved 5-28-13)        |                            | N/A |    |

COMMITTEE

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

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <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"/> |                                     |
| <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"/> |                                     |

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

|                         |                               |                 |                          |
|-------------------------|-------------------------------|-----------------|--------------------------|
| Improvement District No | SL-19-E1                      | Change Order No | 1                        |
| Project Name            | Street Lighting & Incidentals | For             | Fargo Electric Const Inc |
| Date Entered            | 10/29/2019                    |                 |                          |

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

**EXPLANATION OF CHANGE:** Final balancing

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

| Section                        | Line No | Item Description                 | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--------------------------------|---------|----------------------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Street Lighting                | 1       | F&I Innerduct 1.5" Dia           | LF   | 3,805.00      | 0.00         | 3,805.00      | -72.00       | 3,733.00     | 8.00            | -576.00            |
|                                | 4       | F&I Conductor #6 USE Cu          | LF   | 11,415.00     | 0.00         | 11,415.00     | -216.00      | 11,199.00    | 1.60            | -345.60            |
|                                | 5       | F&I Sidewalk 4" Thick Reinf Conc | SY   | 50.00         | 0.00         | 50.00         | -50.00       | 0.00         | 110.00          | -5,500.00          |
|                                | 6       | F&I Sidewalk 6" Thick Reinf Conc | SY   | 50.00         | 0.00         | 50.00         | -50.00       | 0.00         | 110.00          | -5,500.00          |
| Street Lighting Sub Total (\$) |         |                                  |      |               |              |               |              |              |                 | -11,921.60         |

**Summary**

**Source Of Funding**

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-11,921.60  
0.00  
138,904.00  
126,982.40

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



**CONTRACT TIME**

| Current Substantial Completion Date | Current Final Completion Date | Additional Days Substantial Completion | Additional Days Final Completion | New Substantial Completion Date | New Final Completion Date |
|-------------------------------------|-------------------------------|--|----------------------------------|---------------------------------|---------------------------|
| 10/01/2019                          | 10/30/2019                    | 0.00                                   | 0.00                             | 10/01/2019                      | 10/30/2019                |

**Description**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

|   |   |
|---|---|
| APPROVED  | APPROVED DATE   |
|  |   |
| For Contractor  | Department Head   |
| Fargo Electric Construction   |  |
| Title   | Mayor   |
| Treasurer   | 1/7/2020  |
| 12/23/14  |   |
|   | Attest  |

(17)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-19-G1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 1/6/2020

|                 |                      |
|-----------------|----------------------|
| <u>Routing</u>  | <u>Date</u>          |
| City Commission | <u>1/13/2020</u>     |
| PWPEC File      | <u>X</u>             |
| Project File    | <u>Brian Skanson</u> |

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, regarding Negative Final Balancing Change Order #2, in the amount of \$-15,383.58 bringing the total contract amount to \$2,084,180.47.

Staff is recommending approval of Negative Final Balancing Change Order #2, in the amount of \$-15,383.58.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-15,383.58 to Northern Improvement, bringing the total contract amount to \$2,084,180.47.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehab Funds & Special Assessments

|  |            |            |
|--|------------|------------|
|  | <u>Yes</u> | <u>No</u>  |
| Developer meets City policy for payment of delinquent specials | <u>N/A</u> | <u>N/A</u> |
| Agreement for payment of specials required of developer        | <u>N/A</u> | <u>N/A</u> |
| Letter of Credit required (per policy approved 5-28-13)        | <u>N/A</u> | <u>N/A</u> |

COMMITTEE

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

| <u>Present</u>                      | <u>Yes</u>                          | <u>No</u>                | <u>Unanimous</u>                    |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <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"/> |                                     |
| <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"/> |                                     |

ATTEST:

B. E. D.  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson



Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email feng@FargoND.gov  
www.FargoND.gov

## Memorandum

**To:** Members of PWPEC

**From:** Brian Skanson, Project Manager

**Date:** December 17, 2019

**Re:** Negative Final Balancing Change Order #2 – Improvement District #PR-19-G1  
Asphalt Mill & Overlay & Incidentals

---

**Background:**

Attached is a negative final balancing change order in the amount of \$-15,383.58 for Improvement District No. PR-19-G1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract: \$ 2,099,564.05  
FBCO Amount: - \$ 15,383.58 (0.73% decrease)  
Total Contract: \$ 2,084,180.47

**Recommended Motion:**

Approve Negative Final Balancing Change Order #2 in the amount of -15,383.58 to Northern Improvement Co.

BJS/jmg  
Attachment  
C: Tom Knakmuhs



|                                |                                      |                        |                         |
|--------------------------------|--------------------------------------|------------------------|-------------------------|
| <b>Improvement District No</b> | PR-19-G1                             | <b>Change Order No</b> | 2                       |
| <b>Project Name</b>            | Asphalt Mill & Overlay & Incidentals |                        |                         |
| <b>Date Entered</b>            | 12/17/2019                           | <b>For</b>             | Northern Improvement Co |

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

**EXPLANATION OF CHANGE:**

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

| Section   | Line No | Item Description                          | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Section 1 | 1       | Repair Inlet                              | EA   | 5.00          | 0.00         | 5.00          | 18.00        | 23.00        | 475.00          | 8,550.00           |
|           | 2       | F&I Repair Band 4" thru 12" Dia           | EA   | 5.00          | 0.00         | 5.00          | -4.00        | 1.00         | 835.00          | -3,340.00          |
|           | 3       | Adjust Curb & Gutter - Mud/Sand Jack      | LF   | 5,000.00      | 0.00         | 5,000.00      | -148.00      | 4,852.00     | 9.40            | -1,391.20          |
|           | 4       | Rem & Repl Curb & Gutter                  | LF   | 4,000.00      | 0.00         | 4,000.00      | -691.00      | 3,309.00     | 45.70           | -31,578.70         |
|           | 5       | F&I Sidewalk 4" Thick Reinf Conc          | SY   | 30.00         | 0.00         | 30.00         | -19.95       | 10.05        | 71.40           | -1,424.43          |
|           | 6       | F&I Sidewalk 6" Thick Reinf Conc          | SY   | 203.00        | 0.00         | 203.00        | -2.98        | 200.02       | 86.10           | -256.58            |
|           | 7       | Remove Sidewalk All Thicknesses All Types | SY   | 234.00        | 0.00         | 234.00        | -41.23       | 192.77       | 29.35           | -1,210.10          |
|           | 8       | Adjust Driveway - Mud/Sand Jack           | SF   | 3,000.00      | 0.00         | 3,000.00      | -8.00        | 2,992.00     | 3.15            | -25.20             |
|           | 9       | Rem & Repl Driveway 6" Thick Reinf Conc   | SY   | 100.00        | 0.00         | 100.00        | -91.00       | 9.00         | 78.75           | -7,166.25          |
|           | 10      | F&I Det Warn Panels Cast Iron             | SF   | 480.00        | 0.00         | 480.00        | -8.00        | 472.00       | 43.05           | -344.40            |
|           | 11      | F&I Aggregate for Asph Pavement FAA 43    | TON  | 3,342.00      | 0.00         | 3,342.00      | -190.49      | 3,151.51     | 36.25           | -6,905.26          |
|           | 12      | F&I Asphalt Cement PG 58-28               | GAL  | 40,417.00     | 0.00         | 40,417.00     | 601.05       | 41,018.05    | 2.30            | 1,382.42           |
|           | 14      | Rem & Repl Casting - Inlet                | EA   | 3.00          | 0.00         | 3.00          | 2.00         | 5.00         | 1,365.00        | 2,730.00           |
|           | 15      | Rem & Repl Casting - Self Leveling        | EA   | 27.00         | 0.00         | 27.00         | 1.00         | 28.00        | 1,465.00        | 1,465.00           |
|           | 16      | Casting to Grade - no Conc                | EA   | 5.00          | 0.00         | 5.00          | -4.00        | 1.00         | 255.00          | -1,020.00          |
|           | 17      | GV Box to Grade - no Conc                 | EA   | 21.00         | 0.00         | 21.00         | -1.00        | 20.00        | 70.00           | -70.00             |
|           | 18      | Rem & Repl Pavement 7" Thick Asph         | SY   | 500.00        | 0.00         | 500.00        | -404.17      | 95.83        | 48.00           | -19,400.16         |

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

| Section 1 | 21 | Sodding   | SY  | 700.00    | 0.00 | 700.00    | -117.94   | 582.06                          | 18.90    | -2,229.07         |
|-----------|----|---|-----|-----------|------|-----------|-----------|---------------------------------|----------|-------------------|
|           |    |   |     |           |      |           |           | <b>Section 1 Sub Total (\$)</b> |          | <b>-62,233.93</b> |
| Section 2 | 23 | Repair Inlet  | EA  | 15.00     | 0.00 | 15.00     | 12.00     | 27.00                           | 475.00   | 5,700.00          |
|           | 24 | F&I Repair Band 4" thru 12" Dia                     | EA  | 10.00     | 0.00 | 10.00     | -4.00     | 6.00                            | 835.00   | -3,340.00         |
|           | 25 | Adjust Curb & Gutter - Mud/Sand Jack                | LF  | 8,000.00  | 0.00 | 8,000.00  | 4,002.00  | 12,002.00                       | 9.40     | 37,618.80         |
|           | 26 | Rem & Repl Curb & Gutter                            | LF  | 6,500.00  | 0.00 | 6,500.00  | 2,347.88  | 8,847.88                        | 45.15    | 106,006.78        |
|           | 27 | F&I Valley Gutter Reinf Conc                        | SY  | 22.00     | 0.00 | 22.00     | 15.08     | 37.08                           | 85.05    | 1,282.55          |
|           | 28 | Remove Valley Gutter Reinf Conc                     | SY  | 22.00     | 0.00 | 22.00     | 15.08     | 37.08                           | 30.45    | 459.19            |
|           | 29 | F&I Sidewalk 4" Thick Reinf Conc                    | SY  | 50.00     | 0.00 | 50.00     | -5.60     | 44.40                           | 71.95    | -402.92           |
|           | 30 | F&I Sidewalk 6" Thick Reinf Conc                    | SY  | 465.00    | 0.00 | 465.00    | -23.12    | 441.88                          | 81.85    | -1,892.37         |
|           | 31 | Remove Sidewalk All Thicknesses All Types           | SY  | 520.00    | 0.00 | 520.00    | -83.62    | 436.38                          | 29.35    | -2,454.25         |
|           | 32 | Adjust Driveway - Mud/Sand Jack                     | SF  | 5,000.00  | 0.00 | 5,000.00  | 192.00    | 5,192.00                        | 3.15     | 604.80            |
|           | 33 | Rem & Repl Driveway 6" Thick Reinf Conc             | SY  | 400.00    | 0.00 | 400.00    | 31.71     | 431.71                          | 78.25    | 2,481.31          |
|           | 34 | F&I Det Warn Panels Cast Iron                       | SF  | 1,152.00  | 0.00 | 1,152.00  | -56.00    | 1,096.00                        | 43.05    | -2,410.80         |
|           | 35 | F&I Aggregate for Asph Pavement FAA 43              | TON | 7,965.00  | 0.00 | 7,965.00  | -987.89   | 6,977.11                        | 35.65    | -35,218.28        |
|           | 36 | F&I Asphalt Cement PG 58-28                         | GAL | 96,322.00 | 0.00 | 96,322.00 | -4,910.89 | 91,411.11                       | 2.30     | -11,295.05        |
|           | 37 | Rem & Repl Casting - Inlet                          | EA  | 4.00      | 0.00 | 4.00      | -2.00     | 2.00                            | 1,365.00 | -2,730.00         |
|           | 38 | Rem & Repl Casting - Self Leveling                  | EA  | 25.00     | 0.00 | 25.00     | -12.00    | 13.00                           | 1,465.00 | -17,580.00        |
|           | 39 | Casting to Grade - no Conc                          | EA  | 10.00     | 0.00 | 10.00     | -4.00     | 6.00                            | 255.00   | -1,020.00         |
|           | 40 | GV Box to Grade - no Conc                           | EA  | 33.00     | 0.00 | 33.00     | 4.00      | 37.00                           | 70.00    | 280.00            |
|           | 41 | Rem & Repl Pavement 7" Thick Asph                   | SY  | 660.00    | 0.00 | 660.00    | -479.29   | 180.71                          | 48.00    | -23,005.92        |
|           | 42 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick           | SY  | 65,830.00 | 0.00 | 65,830.00 | -6,462.00 | 59,368.00                       | 1.25     | -8,077.50         |
|           | 71 | * Edge Mill 10th St North from 28th Ave to 31st Ave | LS  | 0.00      | 0.00 | 0.00      | 1.00      | 1.00                            | 5,112.50 | 5,112.50          |
|           | 72 | * *Extra-Grading on 29th Ave. west of 10th St.      | LS  | 0.00      | 0.00 | 0.00      | 1.00      | 1.00                            | 1,265.00 | 1,265.00          |
|           |    |   |     |           |      |           |           | <b>Section 2 Sub Total (\$)</b> |          | <b>51,383.85</b>  |

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

| Section 2<br>Replacement<br>Area                 | 47 | Remove Pavement All<br>Thicknesses All Types | SY  | 2,962.00  | 0.00 | 2,962.00  | 66.50   | 3,028.50  | 6.30     | 418.95            |
|--|----|--|-----|-----------|------|-----------|---------|-----------|----------|-------------------|
|  | 48 | Repair Inlet                                 | EA  | 2.00      | 0.00 | 2.00      | -1.00   | 1.00      | 475.00   | -475.00           |
|  | 49 | F&I Repair Band 4" thru 12" Dia              | EA  | 2.00      | 0.00 | 2.00      | -2.00   | 0.00      | 835.00   | -1,670.00         |
|  | 50 | Connect Pipe to Exist Structure              | EA  | 10.00     | 0.00 | 10.00     | -1.00   | 9.00      | 230.00   | -230.00           |
|  | 51 | Subgrade Preparation                         | SY  | 2,962.00  | 0.00 | 2,962.00  | 66.50   | 3,028.50  | 2.10     | 139.65            |
|  | 52 | F&I Woven Geotextile                         | SY  | 2,962.00  | 0.00 | 2,962.00  | 54.20   | 3,016.20  | 1.15     | 62.33             |
|  | 53 | F&I Class 5 Agg - 8" Thick                   | SY  | 2,962.00  | 0.00 | 2,962.00  | 66.50   | 3,028.50  | 7.70     | 512.05            |
|  | 54 | F&I Edge Drain 4" Dia PVC                    | LF  | 2,000.00  | 0.00 | 2,000.00  | -97.00  | 1,903.00  | 6.15     | -596.55           |
|  | 55 | Adjust Curb & Gutter - Mud/Sand<br>Jack      | LF  | 500.00    | 0.00 | 500.00    | -312.00 | 188.00    | 9.40     | -2,932.80         |
|  | 56 | Rem & Repl Curb & Gutter                     | LF  | 500.00    | 0.00 | 500.00    | 40.30   | 540.30    | 46.20    | 1,861.86          |
|  | 57 | F&I Sidewalk 4" Thick Reinf Conc             | SY  | 10.00     | 0.00 | 10.00     | -3.00   | 7.00      | 75.60    | -226.80           |
|  | 58 | F&I Sidewalk 6" Thick Reinf Conc             | SY  | 42.00     | 0.00 | 42.00     | -11.33  | 30.67     | 84.00    | -951.72           |
|  | 59 | Remove Sidewalk All Thicknesses<br>All Types | SY  | 50.00     | 0.00 | 50.00     | -13.70  | 36.30     | 29.40    | -402.78           |
|  | 60 | Adjust Driveway - Mud/Sand Jack              | SF  | 500.00    | 0.00 | 500.00    | -484.00 | 16.00     | 3.15     | -1,524.60         |
|  | 61 | Rem & Repl Driveway 6" Thick<br>Reinf Conc   | SY  | 10.00     | 0.00 | 10.00     | 7.75    | 17.75     | 87.15    | 675.41            |
|  | 62 | F&I Det Warn Panels Cast Iron                | SF  | 96.00     | 0.00 | 96.00     | -16.00  | 80.00     | 43.05    | -688.80           |
|  | 63 | F&I Aggregate for Asph Pavement<br>FAA #3    | TON | 1,254.00  | 0.00 | 1,254.00  | 2.53    | 1,256.53  | 44.00    | 111.32            |
|  | 64 | F&I Asphalt Cement PG 58-34                  | GAL | 15,165.00 | 0.00 | 15,165.00 | 736.08  | 15,901.08 | 2.80     | 2,061.02          |
|  | 65 | Rem & Repl Casting - Inlet                   | EA  | 2.00      | 0.00 | 2.00      | -1.00   | 1.00      | 1,365.00 | -1,365.00         |
|  | 68 | Sodding                                      | SY  | 50.00     | 0.00 | 50.00     | 32.76   | 82.76     | 21.00    | 687.96            |
| <b>Section 2 Replacement Area Sub Total (\$)</b> |    |  |     |           |      |           |         |           |          | <b>-4,533.49</b>  |
| <b>Grand Total (\$)</b>                          |    |  |     |           |      |           |         |           |          | <b>-15,383.58</b> |

\* NC Items

**Summary**

**Source Of Funding**

**Net Amount Change Order # 2 (\$)**

**Previous Change Orders (\$)**

-15,383.58  
0.00

Original Contract Amount (\$)

2,099,564.05

Total Contract Amount (\$)

2,084,180.47

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

**CONTRACT TIME**

| Current Substantial<br>Completion Date | Current Final Completion<br>Date | Additional Days Substantial<br>Completion | Additional Days Final<br>Completion | New Substantial<br>Completion Date | New Final Completion<br>Date |
|--|----------------------------------|---|-------------------------------------|------------------------------------|------------------------------|
| 09/20/2019                             | 10/20/2019                       | 0.00                                      | 0.00                                | 09/20/2019                         | 10/20/2019                   |

**Description**

**APPROVED**

For Contractor

Northern Improvement Co.

Title

Project Manager

**APPROVED DATE**

Department Head

Mayor

Attest

1/7/2020

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(18)

Improvement District No. UN-18-C1 Type: Negative Final Balancing Change Order #2

Location: Laverne's Additoin Date of Hearing: 1/6/2020

|                 |                         |
|-----------------|-------------------------|
| <u>Routing</u>  | <u>Date</u>             |
| City Commission | <u>1/13/2020</u>        |
| PWPEC File      | <u>X</u>                |
| Project File    | <u>Jason Satterlund</u> |

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding Negative Final Balancing Change Order #2, in the amount of \$-16,807.21 bringing the total contract amount to \$1,448,893.04.

Staff is recommending approval of Negative Final Balancing Change Order #2, in the amount of \$-16,807.21.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-16,807.21 to KPH, bringing the total contract amount to \$1,448,893.04.

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         |
| <u>N/A</u> | <u>N/A</u> |
| <u>N/A</u> | <u>N/A</u> |
| <u>N/A</u> | <u>N/A</u> |

COMMITTEE

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

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <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"/> |                                     |
| <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"/> |                                     |

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

Improvement District No UN-18-C1 Change Order No 2

Project Name Sanitary Sewer, Water Main, Storm Sewer & Incidentals

Date Entered 11/26/2019

For KPH, Inc.

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

**EXPLANATION OF CHANGE: Final Balancing**

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

| Section                              | Line No | Item Description                             | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--------------------------------------|---------|--|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Miscellaneous                        | 5       | Inlet Protection - New Inlet                 | EA   | 23.00         | 0.00         | 23.00         | -18.00       | 5.00         | 215.00          | -3,870.00          |
|                                      | 6       | Seeding Type C                               | SY   | 19,500.00     | 0.00         | 19,500.00     | 9,380.00     | 28,880.00    | 0.55            | 5,159.00           |
|                                      | 7       | Mulching Type 2 - Straw                      | SY   | 19,500.00     | 0.00         | 19,500.00     | 9,380.00     | 28,880.00    | 0.15            | 1,407.00           |
|                                      | 8       | Silt Fence - Heavy Duty                      | LF   | 350.00        | 0.00         | 350.00        | -350.00      | 0.00         | 4.25            | -1,487.50          |
|                                      | 9       | Sediment Control Log 10" to 15" Dia          | LF   | 175.00        | 0.00         | 175.00        | -100.00      | 75.00        | 3.25            | -325.00            |
| <b>Miscellaneous Sub Total (\$)</b>  |         |  |      |               |              |               |              |              |                 | 883.50             |
| Sanitary Sewer                       | 12      | F&I 1-1/4" Trench Found Rock 4" thru 12" Dia | LF   | 1,300.00      | 0.00         | 1,300.00      | -1,300.00    | 0.00         | 1.00            | -1,300.00          |
|                                      | 15      | Bore Pipe SDR 26 - 6" Dia PVC                | LF   | 1,560.00      | 0.00         | 1,560.00      | -130.00      | 1,430.00     | 40.00           | -5,200.00          |
|                                      | 17      | F&I Pipe SDR 26 - 6" Dia PVC                 | LF   | 1,020.00      | 0.00         | 1,020.00      | -200.50      | 819.50       | 30.00           | -6,015.00          |
|                                      | 18      | F&I Pipe SDR 35 - 12" Dia PVC                | LF   | 3,670.00      | 0.00         | 3,670.00      | 189.50       | 3,859.50     | 32.00           | 6,064.00           |
|                                      | 19      | F&I Pipe SDR 35 - 15" Dia PVC                | LF   | 130.00        | 0.00         | 130.00        | -125.00      | 5.00         | 38.00           | -4,750.00          |
|                                      | 20      | F&I Pipe w/GB SDR 35 - 12" Dia PVC           | LF   | 625.00        | 0.00         | 625.00        | -17.00       | 608.00       | 57.00           | -969.00            |
| <b>Sanitary Sewer Sub Total (\$)</b> |         |  |      |               |              |               |              |              |                 | -12,170.00         |
| Watermain                            | 22      | F&I Fittings C153 Ductile Iron               | LB   | 3,212.00      | 230.00       | 3,442.00      | -200.00      | 3,242.00     | 5.00            | -1,000.00          |
|                                      | 25      | F&I Insulation 4" Thick                      | SY   | 6.00          | 0.00         | 6.00          | -0.67        | 5.33         | 11.00           | -7.37              |
|                                      | 27      | F&I Pipe C900 DR 18 - 6" Dia PVC             | LF   | 135.00        | 20.00        | 155.00        | -5.00        | 150.00       | 26.00           | -130.00            |
|                                      | 28      | F&I Pipe C900 DR 18 - 12" Dia PVC            | LF   | 4,700.00      | 0.00         | 4,700.00      | -90.00       | 4,610.00     | 35.00           | -3,150.00          |

|                                   |    |  |    |          |      |          |        |          |        |            |
|-----------------------------------|----|--|----|----------|------|----------|--------|----------|--------|------------|
| <b>Watermain</b>                  | 29 | F&I Pipe w/GB C900 DR 18 - 12" Dia PVC | LF | 270.00   | 0.00 | 270.00   | -3.00  | 267.00   | 54.00  | -162.00    |
|                                   | 66 | * F&I Hydrant Ext. 18" High            | EA | 0.00     | 0.00 | 0.00     | 1.00   | 1.00     | 910.66 | 910.66     |
| <b>Storm Sewer</b>                |    |  |    |          |      |          |        |          |        |            |
|                                   | 43 | F&I Pipe 15" Dia Reinf Conc            | LF | 207.00   | 0.00 | 207.00   | -11.90 | 195.10   | 42.00  | -3,538.71  |
|                                   | 44 | F&I Pipe 18" Dia Reinf Conc            | LF | 345.00   | 0.00 | 345.00   | 1.10   | 346.10   | 46.00  | -499.80    |
|                                   | 45 | F&I Pipe 30" Dia Reinf Conc            | LF | 1,095.00 | 0.00 | 1,095.00 | -3.00  | 1,092.00 | 71.00  | 50.60      |
|                                   | 46 | F&I Pipe 33" Dia Reinf Conc            | LF | 305.00   | 0.00 | 305.00   | -1.20  | 303.80   | 82.00  | -213.00    |
|                                   | 47 | F&I Pipe 36" Dia Reinf Conc            | LF | 1,060.00 | 0.00 | 1,060.00 | -7.10  | 1,052.90 | 94.00  | -98.40     |
|                                   | 48 | F&I Pipe 42" Dia Reinf Conc            | LF | 260.00   | 0.00 | 260.00   | -4.90  | 255.10   | 120.00 | -667.40    |
|                                   | 49 | F&I Pipe 48" Dia Reinf Conc            | LF | 865.00   | 0.00 | 865.00   | 7.80   | 872.80   | 145.00 | -588.00    |
|                                   | 50 | F&I Pipe 66" Dia Reinf Conc            | LF | 710.00   | 0.00 | 710.00   | 17.40  | 727.40   | 195.00 | 1,131.00   |
|                                   | 51 | F&I Pipe w/GB 15" Dia Reinf Conc       | LF | 430.00   | 0.00 | 430.00   | -1.00  | 429.00   | 52.00  | 3,393.00   |
|                                   | 55 | F&I Pipe w/GB 48" Dia Reinf Conc       | LF | 10.00    | 0.00 | 10.00    | -10.00 | 0.00     | 170.00 | -52.00     |
|                                   | 56 | F&I Pipe w/GB 66" Dia Reinf Conc       | LF | 65.00    | 0.00 | 65.00    | -10.00 | 55.00    | 215.00 | -1,700.00  |
|                                   | 61 | Rem & Repl Pavement 8" Thick Asph      | SY | 28.00    | 0.00 | 28.00    | -14.00 | 14.00    | 42.00  | -2,150.00  |
| <b>Watermain Sub Total (\$)</b>   |    |  |    |          |      |          |        |          |        | -588.00    |
| <b>Storm Sewer Sub Total (\$)</b> |    |  |    |          |      |          |        |          |        | -1,982.00  |
| <b>Grand Total (\$)</b>           |    |  |    |          |      |          |        |          |        | -16,807.21 |

\* NC Items

**Summary**

**Source Of Funding**

**Net Amount Change Order # 2 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

-16,807.21  
8,240.00  
1,457,460.25  
1,448,893.04

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

**CONTRACT TIME**

| Current Substantial Completion Date | Current Final Completion Date | Additional Days Substantial Completion | Additional Days Final Completion | New Substantial Completion Date | New Final Completion Date |
|-------------------------------------|-------------------------------|--|----------------------------------|---------------------------------|---------------------------|
|-------------------------------------|-------------------------------|--|----------------------------------|---------------------------------|---------------------------|

08/14/2019

Description

APPROVED

11-26-2019

For Contractor

*[Signature]*

Title

Project Manager

0.00

0.00

06/14/2019

APPROVED DATE

Department Head

*[Signature]*

Mayor

11/7/2020

Attest



(19)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-B1

Type: Change Order #13 &amp; Time Extension

Location: 10<sup>th</sup> St N (4<sup>th</sup> – 12<sup>th</sup> Ave. N.)

Date of Hearing: 1/6/2020

RoutingDate

City Commission

1/13/2020

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding Change Order #13 submitted by NDDOT in the amount of \$23,944.92 for additional RC Storm Sewer Pipe and Water Main Lowering.

Staff is recommending approval of Change Order #13 in the amount of \$23,994.92 and a time extension of 4 days to complete the work.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #13 & time extension.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #13 in the amount of \$23,994.92 and time extension of 4 days to complete the work.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Fed, State, Utility & Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

50% escrow deposit required

N/AN/ACOMMITTEEPresent Yes No Unanimous✓

Tim Mahoney, Mayor

✓✓✓

Nicole Crutchfield, Director of Planning

✓✓✓

Steve Dirksen, Fire Chief

✓✓✓

Bruce Grubb, City Administrator

✓✓✓

Ben Dow, Director of Operations

✓✓✓

Steve Sprague, City Auditor

✓✓✓

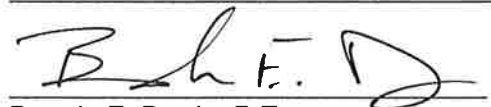
Brenda Derrig, City Engineer

✓✓✓

Kent Costin, Finance Director

✓✓✓

ATTEST:

Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Project Manager  
**Date:** January 2, 2020  
**Re:** BR-18-B1- 10<sup>th</sup> Street North Project Change Order #13 & Time Extension

---

**Background:**

Improvement District #BR-18-B1 is for the water main replacement, street reconstruction and incidentals on 10<sup>th</sup> Street North from 4<sup>th</sup> Avenue to 12<sup>th</sup> Avenue.

The change order is summarized below with a copy attached.

1. Additional RC Storm Sewer Pipe and Water Main lowering - \$23,944.92

**Recommended Motion**

Approve Change Order #13 in the amount of \$23,944.92 and 4-day time extension for Improvement District BR-18-B1.

Attachment

# **North Dakota Department of Transportation** **Change Order**

Page 1 of 2

Change Order No: 13

Project: UGP-NHU-CPU-8-081(038)927

PCN: 21168

SubProject: 2 OPTION 1 REINFORCED CONCRETE PIPE

County: Cass

For: GRADING, SALVAGED BASE, CONCRETE PAVING, STORM WATER

Contractor: MASTER CONSTRUCTION CO INC  
PO BOX 788  
FARGO, ND 58107-0788

Original Contract Amount:  
\$7,103,169.83

Date Created: 08/31/2018

Date Approved:

| Spec No                          | Code No | Item of Work                            | Unit | Original Quantity | + or - Quantity | Unit Price | Increase Amount          | Decrease Amount |
|----------------------------------|---------|---|------|-------------------|-----------------|------------|--------------------------|-----------------|
| ADDED CONTRACT ITEM              |         |   |      |                   |                 |            |                          |                 |
| PARTICIPATING (NHU FUNDS)        |         |   |      |                   |                 |            |                          |                 |
| 722                              | 1110    | MANHOLE RISER 60IN                      | LF   | 0.00              | 1.85            | 750.000    | 1,387.50                 |                 |
| 724                              | 892     | RELOCATE WATERMAIN                      | EA   | 0.00              | 1.00            | 21,456.420 | 21,456.42                |                 |
| INCREASE TO BID ITEM             |         |   |      |                   |                 |            |                          |                 |
| PARTICIPATING (NHU FUNDS)        |         |   |      |                   |                 |            |                          |                 |
| 714                              | 105     | PIPE CONC REINF 12IN CL II-STORM DRAIN  | LF   | 12.00             | 8.00            | 60.000     | 480.00                   |                 |
| 714                              | 210     | PIPE CONC REINF 15IN CL III-STORM DRAIN | LF   | 1,869.00          | 2.00            | 60.000     | 120.00                   |                 |
| 714                              | 315     | PIPE CONC REINF 18IN CL III-STORM DRAIN | LF   | 622.00            | 4.00            | 63.000     | 252.00                   |                 |
| 714                              | 825     | PIPE CONC REINF 30IN CL III-STORM DRAIN | LF   | 147.00            | 3.00            | 83.000     | 249.00                   |                 |
| Net Increase or Decrease to Date |         |   |      | 67,028.60         | Part            | 32,300.65  | Non-Part                 | <b>TOTALS</b>   |
|                                  |         |   |      |                   |                 |            |                          | 23,944.92       |
|                                  |         |   |      |                   |                 |            | <b>NON-PARTICIPATING</b> |                 |
|                                  |         |   |      |                   |                 |            | <b>PARTICIPATING</b>     | 23,944.92       |

Due to This Change, the Contract Time:  
IS INCREASED BY 4.0 CALENDAR DAYS.

**Classification**

Functional Design Change

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

This change order covers all work associated with horizontal and vertical adjustments made to the storm sewer and water main in the 10th St underpass from 4th Ave to 6th Ave N as described below.

1. The storm sewer per design was less than 10' horizontally to the watermain. Plans shifted the storm sewer to the west to get the proper distance.
2. During survey staking it was discovered that the storm culvert from L2 to MH3 under the retaining wall was too high and would have interfered with the wall footing. The pipe was lowered to accommodate the wall, thus lowering the opening for L2 lift station manhole and MH3 in the roadway.
3. During installation of the storm culvert it was discovered that the watermain elevation interfered with the storm drain and would have without the elevation adjustment.

Section 20, sheet 22; Section 50, sheets 1 & 6; Section 51, sheet 1; Section 60, sheets 1 & 2

**North Dakota Department of Transportation**  
**Change Order**

Page 2 of 2

Change Order No: 13

Project: UGP-NHU-CPU-8-081(038)927 PCN: 21168

SubProject: 2 OPTION 1 REINFORCED CONCRETE PIPE

County: Cass

For: GRADING, SALVAGED BASE, CONCRETE PAVING, STORM WATER

Contractor: MASTER CONSTRUCTION CO INC

PO BOX 788

FARGO, ND 58107-0788

Original Contract Amount:

\$7,103,169.83

Date Created: 08/31/2018

Date Approved:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
☐ Approval Recommended  
PROJECT ENGINEER

\_\_\_\_\_  
☐ Approved  
DATE

\_\_\_\_\_  
CITY/COUNTY/OTHER OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
☐ Approval Recommended  
DISTRICT ENGINEER

\_\_\_\_\_  
☐ Approved  
DATE

\_\_\_\_\_  
REPRESENTING

\_\_\_\_\_  
DATE

\_\_\_\_\_  
☐ Approval Recommended  
OFFICE OF OPERATIONS

\_\_\_\_\_  
☐ Approved  
DATE

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Improvement District No. FM-20-C1 Type: CIP Revision

Location: Drain 53 Date of Hearing: 1/6/2020

|                 |                    |
|-----------------|--------------------|
| <u>Routing</u>  | <u>Date</u>        |
| City Commission | <u>1/13/2020</u>   |
| PWPEC File      | <u>X</u>           |
| Project File    | <u>Roger Kluck</u> |

The Committee reviewed a communication from Civil Engineer, Roger Kluck, regarding a recommendation to add Project FM-20-C1 to the 2020 CIP.

This project will deepen and widen Drain 53 from 64<sup>th</sup> Avenue South to approximately future 73<sup>rd</sup> Avenue South. This project will also build a levee on the west side of Drain 53 from 64<sup>th</sup> to 70<sup>th</sup> Avenue South to tie into a future southern line of protection for the developing Selkirk Additions and on the east side of Drain 53 from the existing levee at Golden Valley south to the southern line of protection for developing Madelyn Meadows.

SE Cass WRD will fund the widening and deepening of the channel and the City's portion is for the flood control levee elements of the project. This negotiated cost share will be around 50% each, which is expected to be approximately \$715,000. The City of Fargo's cost share will come primarily from Special Assessments. Engineering has worked closely on developing these drainage improvements with SE Cass WRD and recommends adding this project to the 2020 CIP.

Staff is recommending inclusion of FM-20-C1 in the 2020 CIP for an estimated cost of \$1.43 million.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend adding Improvement District FM-20-C1 to the 2020 Capital Improvement Plan.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and add Improvement District FM-20-C1 to the 2020 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments & SE Cass WRD

|            |            |
|------------|------------|
| 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> |

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)


|         |     |    |           |
|---------|-----|----|-----------|
| Present | Yes | No | Unanimous |
|         |     |    | <u>✓</u>  |

COMMITTEE

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

|          |          |          |           |
|----------|----------|----------|-----------|
| Present  | Yes      | No       | Unanimous |
| <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u>  |
| <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u>  |
| <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u>  |
| <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u>  |
| <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u>  |
| <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u>  |
| <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u>  |

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Roger E. Kluck, PE, CFM Civil Engineer II  
**Date:** January 2, 2020  
**Re:** Project No. FM-20-C1 – Drain 53 Improvements

---

### **Background:**

The City has been working on drainage master planning with SE Cass in south and southwest Fargo for development and flood control. Currently areas south of 64<sup>th</sup> Avenue South and west of 25<sup>th</sup> Street South are seeing increased construction activity and land platting. Additionally, 64<sup>th</sup> Avenue is being improved west of 25<sup>th</sup> Street South to west of 33<sup>rd</sup> Street South as part of a Federal Aid project that includes an overpass at I29. In preparation for those projects and developments, the City is collaborating with SE Cass to improve Drain 53 to handle the increase flows and to provide flood protection. This work east of I29 is being coordinated with master planning of drainage and flood control west of I29 as that area develops with storm flows towards Drain 27.

This project plans to deepen and widen Drain 53 from 64<sup>th</sup> Avenue South and south to approximately future 73<sup>rd</sup> Avenue South. This project will build levee on the west side of Drain 53 from 64<sup>th</sup> to 70<sup>th</sup> Avenue South to tie into a future southern line of protection for the developing Selkirk Additions. This project will also build levee on the east side of Drain 53 from the existing levee at Golden Valley and continue south to the end of the project for future tie in to the levee for developing Madelyn Meadows.

The negotiated cost share with SE Cass covers that SE Cass and the City of Fargo will share 50% each for the project costs expected to be approximately \$715,000 each. SE Cass covers the widening and deepening of the channel and the City covers the flood control levee elements of the project. The City of Fargo share will come primarily from Special Assessments. An estimate by average lot breakdown will be provided at the meeting. The cost share with SE Cass follows past projects for in-town drain improvements. Engineering has worked closely on developing these drainage improvements with SE Cass and recommends approval of proceeding forward with this project.

### **Recommended Motion:**

Approve adding Project No.FM-20-C1 to the 2020 CIP for an estimated cost of \$1.43 Million and proceed with completion of design for Drain 53 improvements.

REK/klb  
Attachments

C: Brenda Derrig, City Engineer  
Jody Bertrand, Division Engineer

**Cass County Drain No. 53 Section 11 Channel Improvements  
Southeast Cass Water Resource District  
Cass County, North Dakota**

*Engineer's Preliminary Opinion of Probable Cost - Levee Project  
For Discussion Purposes Only*

| BID ITEM NO. & DESCRIPTION               | UNIT    | QUANTITY | UNIT PRICE  | TOTAL                 | CITY OF<br>FARGO    | LOCAL               |
|--|---------|----------|-------------|-----------------------|---------------------|---------------------|
| 1. Mobilization                          | LS      | 1        | \$20,000.00 | \$20,000.00           | \$10,000.00         | \$10,000.00         |
| 2. Topsoil - Stripping & Spreading       | AC      | 19       | \$2,500.00  | \$47,500.00           | \$23,750.00         | \$23,750.00         |
| 3. Excavation                            | CY      | 97,200   | \$3.00      | \$291,600.00          | \$145,800.00        | \$145,800.00        |
| 4. Embankment                            | CY      | 78,600   | \$5.00      | \$393,000.00          | \$196,500.00        | \$196,500.00        |
| 5. Riprap - Class III                    | CY      | 580      | \$70.00     | \$40,600.00           | \$20,300.00         | \$20,300.00         |
| 6. Riprap Filter Blanket                 | SY      | 1,100    | \$2.50      | \$2,750.00            | \$1,375.00          | \$1,375.00          |
| 7. Salvage & Replace Riprap - Class III  | CY      | 120      | \$40.00     | \$4,800.00            | \$2,400.00          | \$2,400.00          |
| 8. Culvert - Remove                      | LF      | 52       | \$8.00      | \$416.00              | \$208.00            | \$208.00            |
| 9. CSP - 18"                             | LF      | 700      | \$30.00     | \$21,000.00           | \$10,500.00         | \$10,500.00         |
| 10. CSP - 24"                            | LF      | 70       | \$35.00     | \$2,450.00            | \$1,225.00          | \$1,225.00          |
| 11. Flared End Section - 18" CSP         | EA      | 10       | \$185.00    | \$1,850.00            | \$925.00            | \$925.00            |
| 12. Flared End Section - 24" CSP         | EA      | 1        | \$235.00    | \$235.00              | \$117.50            | \$117.50            |
| 13. Adjustable Flap Gate - 18" Cast Iron | EA      | 10       | \$950.00    | \$9,500.00            | \$4,750.00          | \$4,750.00          |
| 14. Adjustable Flap Gate - 24" Cast Iron | EA      | 1        | \$1,400.00  | \$1,400.00            | \$700.00            | \$700.00            |
| 15. Bike Path - 4" Concrete              | CY      | 660      | \$60.00     | \$39,600.00           | \$19,800.00         | \$19,800.00         |
| 16. Bike Path - 2" Aggregate Base        | CY      | 330      | \$40.00     | \$13,200.00           | \$6,600.00          | \$6,600.00          |
| 17. Seeding - Type III                   | AC      | 30       | \$640.00    | \$19,200.00           | \$9,600.00          | \$9,600.00          |
| 18. Rock Check - Temporary               | EA      | 2        | \$2,000.00  | \$4,000.00            | \$2,000.00          | \$2,000.00          |
| 19. Storm Water Management               | LS      | 1        | \$10,000.00 | \$10,000.00           | \$5,000.00          | \$5,000.00          |
| 20. Material Testing                     | Invoice | 1        | \$25,000.00 | \$25,000.00           | \$12,500.00         | \$12,500.00         |
| 21. Traffic Control                      | LS      | 1        | \$2,000.00  | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| <b>Construction Subtotal</b>             |         |          |             | <b>\$950,101.00</b>   | <b>\$475,050.50</b> | <b>\$475,050.50</b> |
| Engineering - Preliminary                |         |          |             | \$50,000.00           | \$25,000.00         | \$25,000.00         |
| Engineering - Design                     |         |          |             | \$85,510.00           | \$42,755.00         | \$42,755.00         |
| Engineering - Construction               |         |          |             | \$85,510.00           | \$42,755.00         | \$42,755.00         |
| Permitting                               |         |          |             | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| Legal                                    |         |          |             | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| Bond Issuance / Financing                |         |          |             | \$0.00                | \$0.00              | \$0.00              |
| Owner Administration Expenses            |         |          |             | \$1,000.00            | \$500.00            | \$500.00            |
| Advertising & Publishing                 |         |          |             | \$1,000.00            | \$500.00            | \$500.00            |
| Right-of-Way Acquisition                 |         |          |             | \$58,900.00           | \$29,450.00         | \$29,450.00         |
| Right-of-Way Negotiations                |         |          |             | \$3,000.00            | \$1,500.00          | \$1,500.00          |
| Land Surveying                           |         |          |             | \$10,000.00           | \$5,000.00          | \$5,000.00          |
| Utility Relocations                      |         |          |             | \$20,000.00           | \$10,000.00         | \$10,000.00         |
| Utility Relocation Coordination          |         |          |             | \$2,000.00            | \$1,000.00          | \$1,000.00          |
| Soil Borings & Geotechnical Report       |         |          |             | \$15,000.00           | \$7,500.00          | \$7,500.00          |
| Project Contingencies (15%)              |         |          |             | \$143,399.00          | \$71,699.50         | \$71,699.50         |
| <b>TOTAL PROJECT COST</b>                |         |          |             | <b>\$1,429,420.00</b> | <b>\$714,710.00</b> | <b>\$714,710.00</b> |

Notes

Assumed 50-50 split between Fargo and Southeast Cass WRD

Right-of-way acquisition assumes all land to be dedicated except for properties West of the project in the SE 1/4 (ROW = 3.7 ac @ \$15k/ac, Easement = 1.7 ac @ \$2k/ac)

Engineering - Preliminary includes all work to date for this reach

Potential utility relocations are along 64th Ave S





Cass County Drain No. 53 Improvement Project No. 2019-01  
Southeast Cass Water Resource District  
Cass County, North Dakota

Created By: PWT Date Created: 29/03/18 Date Saved: 30/03/18 See Portal: MVSX  
 Printed By: Admin User Print Date: 30/03/18 Audit Image: 2311 Clearly Audit 2017 Create Date: 11/06/18  
 User: Admin User Audit 1943 Subject: Health Debits Status: P19-1305 P-19  
 Username: 1155001521-1155001521-53, 1155001521-53, 1155001521-53, 1155001521-53  
 Version: 1155001521-1155001521-53, 1155001521-53, 1155001521-53, 1155001521-53



LEGEND:

- Drain 53 Project Area  
Cass County Drains



**moore**  
engineering, inc.



COVER SHEET  
CITY OF FARGO PROJECTS

2/a

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, STREET RECONSTRUCTION & INCIDENTALS

Improvement District No. BR-20-C

Call for Bids January 13, 2020

Advertise Dates January 20, 27, 2020

Bid Opening Date February 19, 2020

Substantial Completion Date September 25, 2020

Final Completion Date October 23, 2020

NA PWPEC Report (**Part of 2020 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 Scott Olson

Phone No. 476-6628

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

X Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

## ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, STREET RECONSTRUCTION,  
& INCIDENTALS

## IMPROVEMENT DISTRICT NO. BR-20-C

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer main and street reconstruction on 3<sup>rd</sup> Ave N from University Drive to 10<sup>th</sup> St. N. and on 12<sup>th</sup> St. N. from 3<sup>rd</sup> Ave. N. to 4<sup>th</sup> Ave. N., and 11<sup>th</sup> St. N. from 2<sup>nd</sup> Ave. N. to 4<sup>th</sup> Ave. N.

**Purpose**

The existing sanitary sewer is comprised of GUNITE and VCP pipe that was installed over 50 years ago. The pipes are showing signs of deterioration and various sections have areas where tree roots have infiltrated the pipe. The GUNITE pipe will be replaced with 36-inch PVC pipe to accommodate the flow required along 3<sup>rd</sup> Ave and the VCP will be replaced with 12-inch PVC pipe.

The portions of the existing water main to be replaced are 6" cast iron pipe (CIP) and is being replaced with DR-18 PVC pipe to minimize impacts and costs associated with breaks. Approximately 60% of the existing water main within the project area will be replaced.

The street is being fully reconstructed along with the installation of the new sanitary sewer, water main and storm sewer. The reconstruction will include new concrete pavement and curb and gutter. Sidewalks will be replaced in areas that have not been recently redeveloped.

The project will be funded by a combination of Water Main Utility Funds, Waste Water Utility Funds, State Funds and Special Assessments. Assessments will be applied per City policy.

**Feasibility**

The estimated cost of construction is \$1,811,608.42. The cost breakdown is as follows:

|   |           |                |
|---|-----------|----------------|
| Sanitary Sewer Costs                        | \$        | 400,440        |
| Plus 13% Outside Engineering Fee:           | \$        | 51,989         |
| Plus 4% Administration Fee:                 | \$        | 16,018         |
| Plus 3% Legal Fee:                          | \$        | 12,013         |
| Plus 4% Interest Fee:                       | \$        | 16,018         |
| Plus 10% Contingency:                       | \$        | 40,044         |
| <b>Total Estimated Sanitary Sewer Cost:</b> | <b>\$</b> | <b>536,521</b> |
| Sanitary Sewer Amount Special Assessed:     | \$        | 138,646        |
| Sanitary Sewer Amount City Funded:          | \$        | 397,875        |

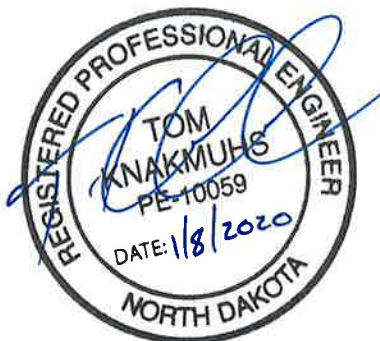
|   |           |                |
|---|-----------|----------------|
| Water Main Costs                        | \$        | 270,889        |
| Plus 13% Outside Engineering Fee:       | \$        | 35,169         |
| Plus 4% Administration Fee:             | \$        | 10,836         |
| Plus 3% Legal Fee:                      | \$        | 8,127          |
| Plus 4% Interest Fee:                   | \$        | 10,836         |
| Plus 10% Contingency:                   | \$        | 27,089         |
| <b>Total Estimated Water Main Cost:</b> | <b>\$</b> | <b>362,945</b> |
|   |           |                |
| Water Main Amount Special Assessed:     | \$        | 103,292        |
| Water Main Amount City Funded:          | \$        | 259,652        |

|                                     |           |                  |
|-------------------------------------|-----------|------------------|
| Paving Costs                        | \$        | 1,140,280        |
| Plus 13% Outside Engineering Fee:   | \$        | 148,042          |
| Plus 4% Administration Fee:         | \$        | 45,611           |
| Plus 3% Legal Fee:                  | \$        | 34,208           |
| Plus 4% Interest Fee:               | \$        | 45,611           |
| Plus 10% Contingency:               | \$        | 114,028          |
| <b>Total Estimated Paving Cost:</b> | <b>\$</b> | <b>1,527,780</b> |
|                                     |           |                  |
| Paving Amount Special Assessed:     | \$        | 480,287          |
| Paving Amount State Funded:         | \$        | 1,047,493        |

|                                     |        |           |                     |
|-------------------------------------|--------|-----------|---------------------|
| <b>Project Funding Summary</b>      |        |           |                     |
| Waste Water Utility Funds           | 16.39% | \$        | 397,875.21          |
| Water Utility Funds                 | 10.70% | \$        | 259,652.31          |
| State Funds                         | 43.16% | \$        | 1,047,493.42        |
| Special Assessments                 | 29.75% | \$        | 722,225.25          |
| <b>Total Estimated Project Cost</b> |        | <b>\$</b> | <b>2,427,246.19</b> |

The cost to property owners will be per City policy.

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

January 2020

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, STREET RECONSTRUCTION  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-20-C

LOCATION:

On 3<sup>rd</sup> Avenue North from University Drive North to 10<sup>th</sup> Street, on 11<sup>th</sup> Street North from 2<sup>nd</sup> Avenue to 4<sup>th</sup> Avenue and on 12<sup>th</sup> Street North from 3<sup>rd</sup> Avenue to 4<sup>th</sup> Avenue.

COMPRISING:

Lot 12, Block 29.

Lots 1 through 12, Block 36.

Lots 4 through 12 and the vacated alley adjacent to said lots, Block 37.

Lots 4 through 6 and all of the vacated 12<sup>th</sup> Street N adjacent to said lots, Block 44.

All in Roberts 2nd Addition.

Lots 1 through 10 and it's vacated alley, Block 45.

All in Maeley's Subdivision of Block 45 Roberts 2nd Addition.

Lot 1, Block 1.

All in Lime Addition.

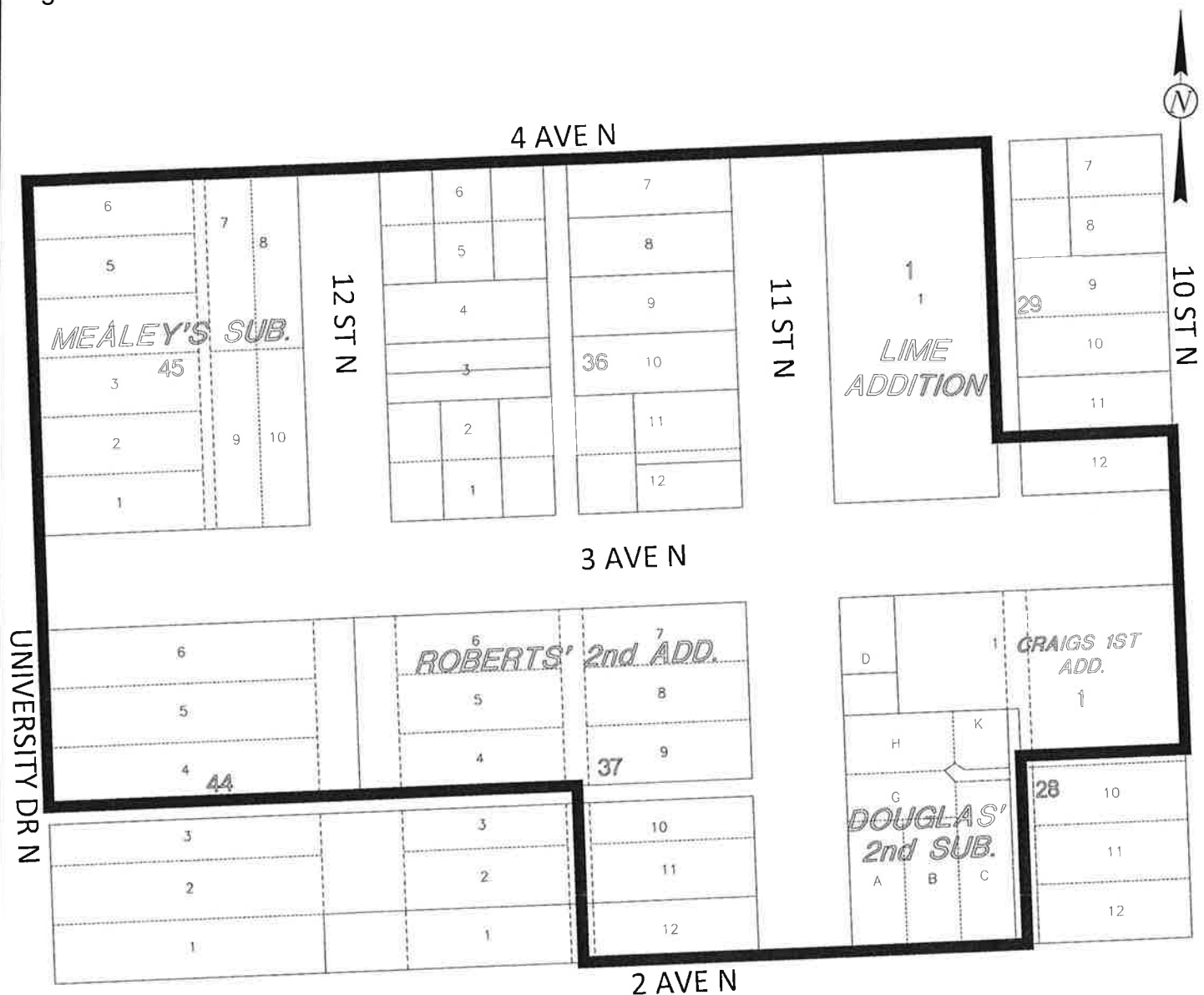
Lot 1 and the entire vacated alley adjacent to said lot, Block 1.

All Craig's 1<sup>st</sup> Addition.

Lots A through D, Lots G, H and K, and the vacated alley adjacent to said lots, Block 28.

All in Douglas 2<sup>nd</sup> Subdivision.

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, STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-20-C

COVER SHEET  
CITY OF FARGO PROJECTS

(216)

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, Asphalt Mill & Overlay, & Incidentals

Improvement District No. BR-20-E

Call For Bids January 13, 2020

Advertise Dates January 20 and 27, 2020

Bid Opening Date February 19, 2020

Substantial Completion Date September 19, 2020

Final Completion Date October 23, 2020

N/A PWPEC Report (Attach Copy) (**Part of 2020 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

Phone No. 701-476-4108

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, ASPHALT MILL & OVERLAY,  
& INCIDENTALS

## IMPROVEMENT DISTRICT NO. BR-20-E

**Nature & Scope**

This project is for the replacement of the water main, installation of storm sewer, asphalt mill and overlay and street reconstruction including street lighting.

The project will be on 17<sup>th</sup> Street South from 21<sup>st</sup> Avenue to 25<sup>th</sup> Avenue and on 25<sup>th</sup> Avenue South from 18<sup>th</sup> Street to the east side of 14<sup>th</sup> Street.

**Purpose**

The existing water mains are ACP, which were installed over 50 years ago and are being replaced to minimize impacts and costs associated with breaks.

The street reconstruction is necessary because the existing asphalt street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, curb and gutter, storm sewer main, inlets and leads, driveway approaches, street lights, and isolated sidewalk repairs.

25<sup>th</sup> Avenue South from 18<sup>th</sup> Street to the east side of 14<sup>th</sup> Street is in need of rehabilitation. A mill and overlay will provide a new wearing surface as well as correct deficiencies which have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

The project will be funded by a combination of City Funds (Wastewater Utility funds and Water Utility Funds), State Funds, and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Feasibility**

The estimated cost of construction is \$1,445,300. The cost breakdown is as follows:

|   |           |               |
|---|-----------|---------------|
| Sanitary Sewer Costs                        | \$        | 50,000        |
| Plus 10% Engineering Fee:                   | \$        | 5,000         |
| Plus 4% Administration Fee:                 | \$        | 2,000         |
| Plus 3% Legal Fee:                          | \$        | 1,500         |
| Plus 4% Interest Fee:                       | \$        | 2,000         |
| Plus 10% Contingency:                       | \$        | 5,000         |
| <b>Total Estimated Sanitary Sewer Cost:</b> | <b>\$</b> | <b>65,500</b> |
| Sanitary Sewer Amount Special Assessed:     | \$        | -             |
| Sanitary Sewer Amount City Funded:          | \$        | 65,500        |

|   |           |                |
|---|-----------|----------------|
| Water Main Costs                        | \$        | 230,000        |
| Plus 10% Engineering Fee:               | \$        | 23,000         |
| Plus 4% Administration Fee:             | \$        | 9,200          |
| Plus 3% Legal Fee:                      | \$        | 6,900          |
| Plus 4% Interest Fee:                   | \$        | 9,200          |
| Plus 10% Contingency:                   | \$        | 23,000         |
| <b>Total Estimated Water Main Cost:</b> | <b>\$</b> | <b>301,300</b> |
| Water Main Amount Special Assessed:     | \$        | 82,049         |
| Water Main Amount City Funded:          | \$        | 219,251        |

|  |           |                |
|--|-----------|----------------|
| Storm Sewer Costs                        | \$        | 321,000        |
| Plus 10% Engineering Fee:                | \$        | 32,100         |
| Plus 4% Administration Fee:              | \$        | 12,840         |
| Plus 3% Legal Fee:                       | \$        | 9,630          |
| Plus 4% Interest Fee:                    | \$        | 12,840         |
| Plus 10% Contingency:                    | \$        | 32,100         |
| <b>Total Estimated Storm Sewer Cost:</b> | <b>\$</b> | <b>420,510</b> |
| Storm Sewer Amount Special Assessed:     | \$        | 230,168        |
| Storm Sewer Amount State Funded:         | \$        | 190,342        |

|                                     |           |                |
|-------------------------------------|-----------|----------------|
| Paving Costs                        | \$        | 682,300        |
| Plus 10% Engineering Fee:           | \$        | 68,230         |
| Plus 4% Administration Fee:         | \$        | 27,292         |
| Plus 3% Legal Fee:                  | \$        | 20,469         |
| Plus 4% Interest Fee:               | \$        | 27,292         |
| Plus 10% Contingency:               | \$        | 68,230         |
| <b>Total Estimated Paving Cost:</b> | <b>\$</b> | <b>893,813</b> |
| Paving Amount Special Assessed:     | \$        | 187,232        |
| Paving Amount State Funded:         | \$        | 706,581        |

|   |           |                |
|---|-----------|----------------|
| Mill and Overlay Costs                        | \$        | 162,000        |
| Plus 10% Engineering Fee:                     | \$        | 16,200         |
| Plus 4% Administration Fee:                   | \$        | 6,480          |
| Plus 3% Legal Fee:                            | \$        | 4,860          |
| Plus 4% Interest Fee:                         | \$        | 6,480          |
| Plus 10% Contingency:                         | \$        | 16,200         |
| <b>Total Estimated Mill and Overlay Cost:</b> | <b>\$</b> | <b>212,220</b> |
| Mill and Overlay Amount Special Assessed:     | \$        | 98,010         |
| Mill and Overlay Amount State Funded:         | \$        | 114,210        |




| Project Funding Summary             |        |                        |
|-------------------------------------|--------|------------------------|
| Wastewater Utility Funds            | 3.46%  | \$ 65,500.00           |
| Water Utility Funds                 | 11.58% | \$ 219,250.80          |
| State Funds                         | 53.40% | \$ 1,011,133.15        |
| Special Assessments                 | 31.56% | \$ 597,459.05          |
| <b>Total Estimated Project Cost</b> |        | <b>\$ 1,893,343.00</b> |

The cost to property owners will be per City policy.

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, STREET RECONSTRUCTION,  
ASPHALT MILL & OVERLAY,  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-20-E

LOCATION:

On 17<sup>th</sup> Street South from 21<sup>st</sup> Avenue to 25<sup>th</sup> Avenue and on 25<sup>th</sup> Avenue South from 18<sup>th</sup> Street to the east side of 14<sup>th</sup> Street.

COMPRISING:

Lots 3 and 4, Block 1.  
All in Mjelde Addition.

Lot 1, Block 1.  
All in Oak Court Addition.

Lots 1 through 3, Block 1.  
All in Old Oak 2<sup>nd</sup> Addition.

Lots 1 through 11, Block 8.  
All in Oak Manor 2<sup>nd</sup> Addition.

Lot 1, Block 1.  
All in S & W 3<sup>rd</sup> Addition.

Lots 7 and 8, Block 7.  
All in Wentz Addition.

Lot 1, Block 8.  
All in Wentz Addition.

Lot 1, Block 2.  
All in S & W 3<sup>rd</sup> Addition.

Lot 1, Block 1.  
All in KJEHF Point Addition.

Lots 1 through 33, Block 4.  
All in Arrowhead Addition.

Lots 1 through 10, Block 1.  
All in Arrowhead Addition.

Lot 1, Block 3.  
All in Fargo Mall Addition.

Lot 1, Block 2.  
All in Fargo Mall Addition.

Lot 1, Block 1.  
All in Arrowhead Estates Addition.

Lots 1 and 2, Block 2.  
All in Arrowhead Estates Addition.

Lot 21, Block 2.  
All in Arrowhead Estates Addition.

Lots 1 through 26, Block 7.  
All in Oak Manor 2<sup>nd</sup> Addition.

Lots 1 through 7, Block 3.  
All in Oak Manor 2<sup>nd</sup> Addition.

Lots 10 through 18, Block 6.  
All in Oak Manor 2<sup>nd</sup> Addition.

Lot 1, Block 1.  
All in Oak Manor 2<sup>nd</sup> Addition.

Lot 1, Block 2.  
All in Oak Manor 1<sup>st</sup> Addition.

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, ASPHALT MILL &  
OVERLAY, & INCIDENTALS  
IMPROVEMENT DISTRICT NO. BR-20-E