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

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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.; and are also included in our video archive at FargoND.gov/citycommission.

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, May 22, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file Summons and Complaint in the matter of Northern States Power Company v. Montplaisir Ag and Rental, LLP, et al.

2. Preliminary Resolution Approving the Financing of the Block Nine Project, The Issuance of Annual Appropriation Bonds and the Amendment of the Development Agreement - Taxable Series 2017B (Block Nine Project).

3. 2017 CLG grant award from the State Historical Society of ND in the amount of $9,000.00 (Grant #38-17-141296-27).

4. Site Authorization for West Fargo Hockey Association at Fort Noks.

5. Applications for Games of Chance:
   a. Kringen Club, Inc. for bingo from 7/1/17 to 6/30/18.
   b. Sarah Talle Benefit for a raffle on 7/28/17; Public Spirited Resolution.
   c. United Way of Cass-Clay for a raffle on 6/16/17.
   d. North Dakota Horse Park Foundation for a calendar raffle from 7/15/2017 to 8/22/17; Public Spirited Resolution.

6. Notice of Grant Award with the ND Department of Health for Public Water Supply Supervision Program (CFDA No. 66.605).

7. Notice of Grant Awards with the ND Department of Health for Public Health Emergency Preparedness (CFDA Nos. 93.069).

8. Contract amendment with the ND Department of Commerce in the amount of $2,700.00 for funds to support operational expenses at the Gladys Ray Shelter.

9. Submittal of an application to the US Department of Justice – Office of Community Oriented Policing Services requesting grant funding for two police officer positions for 2017.

10. RFP for soft drink and bottled water supply services for the Civic Auditorium (RFP17173).

11. Adopt Resolutions Approving the following Plats:
    a. Osgood Townsite Fifteenth Addition.

b. BNG Addition.

12. Bid award for roof replacement at the existing Water Treatment Plant (Project No. WA1707).

13. Change Order No. 3 for a decrease of $44,218.00 with Maquire Iron, Inc. for Project No. WA1503.

14. Change Orders for Project No. WA1601:
    a. No. 1 for an increase of $5,300.00 with TMI Coatings, Inc.
    b. No. 2 for an increase of $323,500.00 with TMI Coatings, Inc.

15. Memorandum of Offer to Landowner for Permanent and Temporary Easements with Megan N. and Ryan J. Ditterick for Project No. FM-15-K0.

16. Street Closure Permit for the Moorhead Business Association to close the 1st Avenue North bridge over the Red River on September 7, 2017 for a community event.

17. Encroachment Agreement with Next Millennium Partners, LLP (Dawson Insurance) at 721 1st Avenue North.

18. Encroachment Agreement with Juice It, LLC at 64 Broadway.

19. Reimbursement Agreement for Utility Infrastructure with Consolidated Communications Enterprise Services, Inc. (Project No. FM-15-B2).

20. Change Order No. 1 for an increase of $17,000.00 with AE2S for Consultant Services for Project No. MS-15-P0.

21. Final Balancing Change Order No. 6 for a decrease of $41,842.40 for Project No. FM-14-03.

22. Time extension of an additional 30 days and a maximum width designation of 54.5 feet for a home move (Project No. HD-17-A1).

23. Contract Amendment No. 1 for an increase of $102,408.95 with the Flint Group (Project No. MS-16-F0).

24. Alley Maintenance and Developer Agreements with the North Dakota State University Foundation and Alumni Association for the NDSU Foundation Addition.

25. Bid award for Project No. FM-15-J1.

26. Bills.

27. Memorandum of Offer to Landowner for a temporary easement with Professional Associates LLC (Improvement District No. BR-17-C1).

28. Revision to the 2017 CIP to include Improvement District No. BN-16-H1.

29. Urban Agreement for Construction of Federal Aid Project Title II Safety Program (Improvement District No. BN-17-B2).

30. Temporary pavement markings to provide diagonal stalls between Broadway and 4th Street on 4th Avenue North (Improvement District No. BR-17-F1).

31. Resolution of Necessity for Improvement District No. NR-17-B.

32. Wastewater Consulting Services Task Order No. 74 from AE2S in the amount of $460,000.00 for Improvement District No. NR-17-B.

33. Bid awards for Improvement District Nos. BR-17-E1 and BR-17-L1.

34. Create Improvement District No. BN-17-A.

35. Contracts and bonds for Improvement District Nos. BN-17-B1, BR-17-B1 and BR-17-C1.

REGULAR AGENDA:

36. Fargo Youth Initiative (FYI) 2017 report.

37. Commissioner Grindberg wishes to reconsider the City Commission's action taken on May 8, 2017 regarding the zoning change from SR-4, Single-Dwelling Residential and P/I, Public and Institutional to SR-4, Single-Dwelling Residential and P/I, Public and Institutional, and Plat of Bison Meadows Second Addition (North of 70th Avenue South and West of University Drive South).
    a. 1st reading of rezoning Ordinance.
    b. Consider Infrastructure request for the first phase of the Bison Meadows Subdivision.
    c. Consider the Storm Water Retention Agreement with Thomsen Properties, LLC for Bison Meadows Second Addition.

38. Public Hearings - 5:15 pm:
    a. Changes in MATBUS Routes 13, 15, 16, 17, 18, 21, 22, 23 and the addition of Route 24.

    b. Vacation of a portion of Roberts Street north of Northern Pacific Avenue and between Blocks 1 and 6 of Robert's Addition (tract of land located at NP Avenue and Roberts Street North); approval recommended by the Planning Commission on 4/4/17.

    c. Name Change Plat for 38th Street South, located south of the City of Fargo within the Commerce on I29 Addition, to be renamed 39th Street South; approval recommended by the Planning Commission on 11/1/16.

    d. Transfer of a Class "GH" Alcoholic Beverage License from Bravish LLD d/b/a Himalayan Yak at 1450 25th Street South #160 to Harihar LLC d/b/a Himalayan Yak.

    e. Transfer of a Class "ABH-Limited" Alcoholic Beverage License from PAC DAK Hospitality LLC d/b/a Holiday Inn Express & Suites I-94 at 4711 19th Avenue South to 4711 Hospitality LLP d/b/a Holiday Inn Express I-94.

    f. Special Assessments for 2015 Reconstruction of City Ordered Sidewalks.

    g. Special Assessments for 2016 Reconstruction of City Ordered Sidewalks.

    h. Special Assessments for 2016 New Construction City Ordered Sidewalks.

Special Assessment lists for the following Improvement Districts, all having been approved by the Special Assessment Commission on 5/5/17; set the interest rate at 1% per annum over the net rate on bonds financing said projects:

i. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Grading and Incidentals No. BN-15-A1.
j. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Grading and Incidentals No. BN-15-B1.
k. Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Paving and Incidentals No. BN-15-E1.
l. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading and Incidentals No. BN-15-G1.
m. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals No. BN-15-H1.
n. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals No. BN-16-A1.
o. Water Main Replacement, Street Reconstruction, Street Scape with Cycle Track and Incidentals No. BR-15-B1.
p. Water Main Replacement, Force Main Construction, Street Reconstruction and Incidentals No. BR-15-F1.
q. Retention Pond and Incidentals No. FP-14-01.
r. Concrete Curb and Gutter, Asphalt Pavement, Street Lights and Incidentals No. PN-14-11.
s. Concrete Curb and Gutter, Asphalt Pavement, Street Lights and Incidentals No. PN-15-G1.
t. Concrete Curb and Gutter, Asphalt Pavement, Street Lights and Incidentals No. PN-15-K1.
u. Asphalt Wear Course and Incidentals No. PN-16-A1.
v. Seal Coat and Incidentals No. PR-16-B1.
w. Asphalt Mill and Overlay and Incidentals No. PR-16-C1.
x. New Construction City Ordered Sidewalks and Incidentals No. SN-16-A1.
y. Reconstruction City Ordered Sidewalks and Incidentals No. SR-15-A1.
z. Reconstruction City Ordered Sidewalks and Incidentals No. SR-16-A1.
aa. Traffic Signal Improvements and Incidentals No. TN-15-B1.
bb. Sanitary Sewer, Water Main, Storm Sewer and Incidentals No. UN-15-J1.

39. Construction Projects Update.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo web site at FargoND.gov/citycommission.

(1)

Fredrikson & BYRON, P.A.

May 22, 2017

City of Fargo
c/o Bruce Grubb, City Administrator
200 3rd Street N
Fargo, ND 58102

Re: *Northern States Power Company v. Montplaisir Ag and Rental, LLP, et al.*

Dear Mr. Grubb:

Enclosed herewith and personally served upon you are copies a Summons and Complaint in connection with the above-referenced matter. Please feel free to contact me with any questions.

Sincerely,

Patrick Mahlberg

Patrick D.J. Mahlberg
Attorney at Law
Direct Dial: 612.492.7419
Email: pmahlberg@fredlaw.com

PDJM:jlb:61444199
Encls.

STATE OF NORTH DAKOTA **IN DISTRICT COURT**

COUNTY OF CASS **EAST CENTRAL JUDICIAL DISTRICT**

Northern States Power Company (d/b/a Xcel Energy), a Minnesota corporation, by its Board of Directors,

Plaintiff,

vs.

Montplaisir Ag and Rental, LLP, a North Dakota limited liability partnership; CenturyLink QC d/b/a Qwest Corporation, a Colorado corporation, successor in interest to Northwestern Bell Telephone Company; Cass County Electric Cooperative, Inc., a North Dakota cooperative; CenturyLink QC d/b/a Qwest Corporation, a Colorado corporation, successor in interest to U S West Communications, Inc.; Midcontinent Communications Investor, LLC, a South Dakota limited liability company, d/b/a Midcontinent Communications; City of Fargo; Combined Asset Management, LLC, a North Dakota limited liability company; North Dakota Department of Human Services; Jeffrey S. Ganje and Janice S. Ganje, as Trustees of the Jeffrey S. Ganje and Janice S. Ganje Joint Revocable Living Trust dated June 2, 2009; Jeffrey S. Ganje; Janice S. Ganje; Glacier Park Company, a Delaware corporation; Eugene S. Sweeney; Robert J. Sweeney; Kreisers Holdings, LLC, a South Dakota limited liability company, potential successor in interest to Kreisers, Inc., an inactive South Dakota corporation; The First National Bank in Sioux Falls, a National Bank; BNSF Railway Company, a Delaware corporation, f/k/a Burlington Northern Railroad Company; and Cass County,

Defendants.

CIVIL NO. _____

SUMMONS

THE STATE OF NORTH DAKOTA TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to appear and defend against the Complaint in this action, which is herewith served upon you, by serving upon the undersigned an answer or other proper response within twenty-one (21) days after the service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated this 19th day of May, 2017.

FREDRIKSON & BYRON, P.A.

By: Patrick Mahlberg

Patrick D. J. Mahlberg, ND Bar #06659
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Telephone: (612) 492-7000
E-mail: pmahlberg@fredlaw.com

Attorneys for Plaintiff

STATE OF NORTH DAKOTA **IN DISTRICT COURT**

COUNTY OF CASS **EAST CENTRAL JUDICIAL DISTRICT**

Northern States Power Company, a Minnesota corporation, by its Board of Directors,

Plaintiff,

vs.

Montplaisir Ag and Rental, LLP, a North Dakota limited liability partnership; CenturyLink QC d/b/a Qwest Corporation, a Colorado corporation, successor in interest to Northwestern Bell Telephone Company; Cass County Electric Cooperative, Inc., a North Dakota cooperative; CenturyLink QC d/b/a Qwest Corporation, a Colorado corporation, successor in interest to U S West Communications, Inc.; Midcontinent Communications Investor, LLC, a South Dakota limited liability company, d/b/a Midcontinent Communications; City of Fargo; Combined Asset Management, LLC, a North Dakota limited liability company; North Dakota Department of Human Services; Jeffrey S. Ganje and Janice S. Ganje, as Trustees of the Jeffrey S. Ganje and Janice S. Ganje Joint Revocable Living Trust dated June 2, 2009; Jeffrey S. Ganje; Janice S. Ganje; Glacier Park Company, a Delaware corporation; Eugene S. Sweeney; Robert J. Sweeney; Kreisers Holdings, LLC, a South Dakota limited liability company, potential successor in interest to Kreisers, Inc., an inactive South Dakota corporation; The First National Bank in Sioux Falls, a National Bank; BNSF Railway Company, a Delaware corporation, f/k/a Burlington Northern Railroad Company; and Cass County,

Defendants.

CIVIL NO. _____

COMPLAINT

Northern States Power Company ("Plaintiff"), for its Complaint against the above-named Defendants, states and alleges as follows:

PARTIES

1. Plaintiff is organized and in good standing under the laws of the State of Minnesota and is authorized to do business as a foreign corporation in the State of North Dakota. Plaintiff's principal place of business is located at 414 Nicollet Mall, Minneapolis, MN 55401.

2. Defendants are those persons appearing of record or known by Plaintiff to be owners or claimants of the parcels that are the subject of this condemnation action.

3. Upon information and belief, the following Defendants are individuals and residents of the State of North Dakota: Jeffrey S. Ganje, Janice S. Ganje, Eugene S. Sweeney, and Robert J. Sweeney.

4. Upon information and belief, Defendant Montplaisir Ag and Rental, LLP, is a North Dakota limited liability partnership whose principal place of business is located at 2106 45th Street N, Fargo, ND 58102.

5. Upon information and belief, Defendant CenturyLink QC d/b/a Qwest Corporation, successor in interest to Northwestern Bell Telephone Company and to U S West Communications, Inc., is a Colorado corporation whose principal place of business is located at 100 CenturyLink Drive, Monroe, LA 71203.

6. Upon information and belief, Defendant Cass County Electric Cooperative, Inc., is a North Dakota cooperative whose principal place of business is located at 3312 42nd Street S, Suite 200, Fargo, ND 58104.

7. Upon information and belief, Defendant Midcontinent Communications Investor, LLC d/b/a Midcontinent Communications, is a South Dakota limited liability company, whose

principal place of business is located at 3600 Minnesota Drive, Suite 700, Minneapolis, MN 55435.

8. Upon information and belief, Defendant City of Fargo is a North Dakota political subdivision.

9. Upon information and belief, Defendant Combined Asset Management, LLC, is a North Dakota limited liability company whose principal place of business is located at 1318 25th Avenue S, Fargo, ND 58103.

10. Upon information and belief, Defendant North Dakota Department of Human Services is a North Dakota political subdivision.

11. Upon information and belief, Defendants Jeffrey S. Ganje and Janice S. Ganje, as Trustees of the Jeffrey S. Ganje and Janice S. Ganje Joint Revocable Living Trust dated June 2, 2009, are individuals and residents of the State of North Dakota.

12. Upon information and belief, Defendant Glacier Park Company, is a Delaware corporation whose principal place of business is located at 600 N Dairy Ashford Road, Houston, TX 77079.

13. Upon information and belief, Defendant Kreisers Holdings, LLC, potential successor in interest to Kreisers, Inc., is a South Dakota limited liability company whose principal place of business is located at 3901 W 34th Street N, Sioux Falls, SD 57107.

14. Upon information and belief, Defendant The First National Bank in Sioux Falls, is a National Bank whose principal place of business is located at 100 South Phillips Avenue, Sioux Falls, SD 57104.

15. Upon information and belief, Defendant BNSF Railway Company f/k/a Burlington Northern Railroad Company ("BNSF"), is a Delaware corporation whose principal

place of business is located at 2500 Lou Menk Drive, Fort Worth, TX 76131. Plaintiff has obtained permits from BNSF necessary to construct the Project and is not attempting to condemn BNSF's railroad easement rights.

16. Upon information and belief, Cass County is a North Dakota political subdivision.

JURISDICTION AND VENUE

17. This court has jurisdiction pursuant to N.D.C.C. Ch. 32-15 and N.D.C.C. § 27-05-06.

18. Venue is proper in this Court pursuant to N.D.C.C. § 28-04-01.

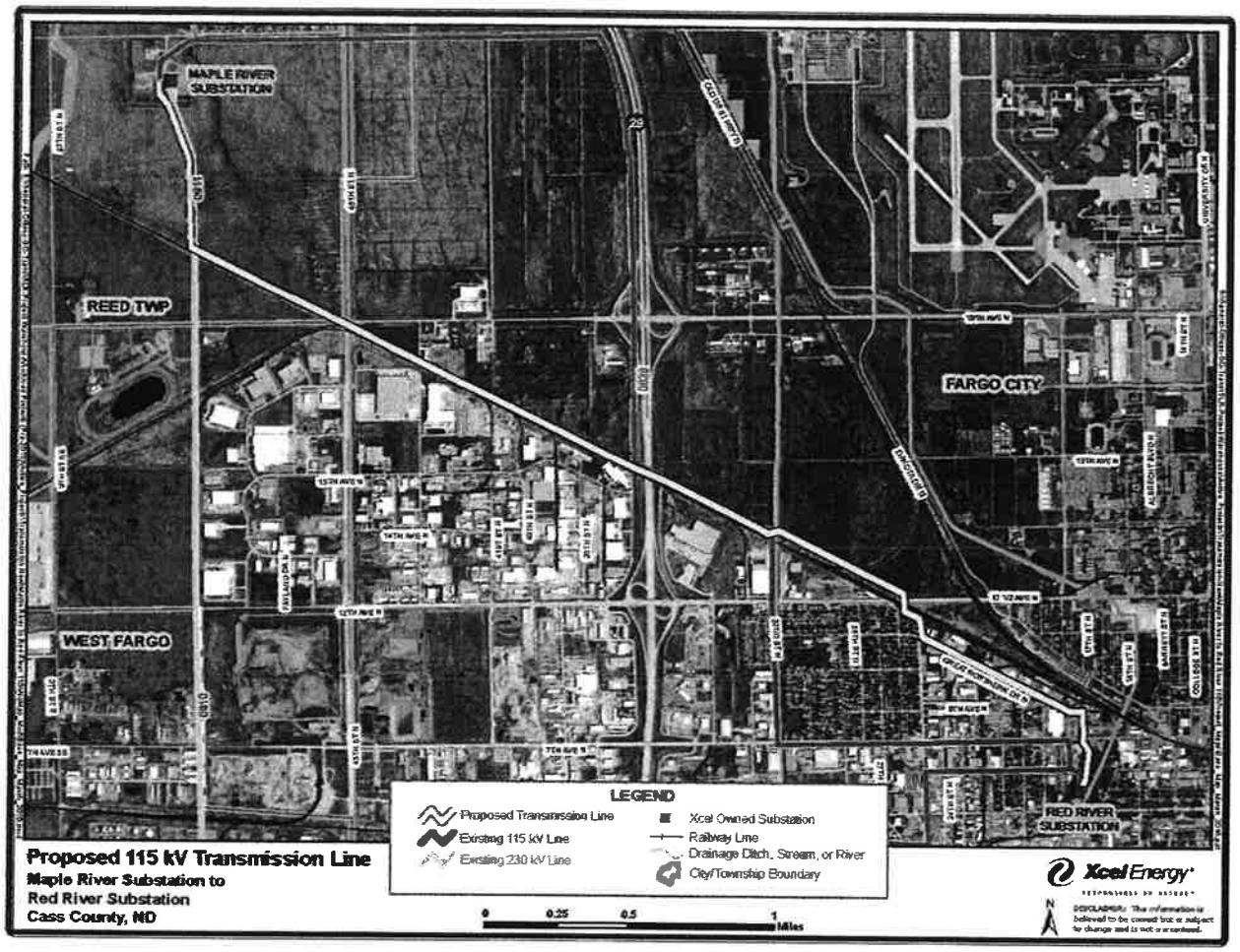
STATEMENT OF CLAIM

19. Plaintiff is a public utility engaged in the business of generating, transmitting, and distributing electric power and energy for public use in the states of Minnesota, North Dakota, South Dakota, and Wisconsin.

20. In the transaction of its business, Plaintiff has undertaken to construct and operate a 115 kilovolt ("kV") transmission line and associated facilities, in Cass County, North Dakota, between the existing Maple River and Red River substations (the "Project").

21. Broadly speaking, the Project will reduce overloads on existing lines and transformers, and allow Plaintiff to provide service in compliance with applicable reliability standards without interrupting electric service to customers.

22. The Project is generally depicted below:



23. Plaintiff is required to comply with the North American Electric Reliability Corporation ("NERC") transmission system standards in both normal and emergency conditions as set forth in NERC Standard TPL-001 through TPL-006. Under normal conditions, all facilities are in service or, in other words, there are no contingencies. Emergency conditions occur when one or more elements in a facility are lost, which may be single contingency or double contingency events.

24. Plaintiff conducted a load serving study for the Fargo area. The study demonstrated that, during a single contingency event, Plaintiff would be forced to interrupt electric supply to customers in order to provide permissible system performance in the case of a

double contingency event. The study also identified several double contingency events considered to be most severe for voltage stability.

25. To address the identified transmission needs, the study determined the best option to be the addition of the Project. By improving voltages and mitigating overloads on neighboring lines and transformers, the Project will meet many of the transmission needs identified in the study. The Project will allow Plaintiff to comply with applicable reliability standards, including in a double contingency event without disrupting electric service to customers, and increases the reliability of electric service to all electricity suppliers and their customers. In addition, the Project provides flexibility in the operation of Plaintiff's transmission system in the Fargo area by addressing near- and long-term load servicing needs.

26. Plaintiff acquired right-of-way for the majority of the Project via voluntary agreement. Despite Plaintiff's good faith attempts to negotiate purchases of the easements over, through, under, and across the parcels at issue, it has been unable to acquire the easements by voluntary purchase.

27. To accomplish the foregoing public use and purpose of constructing the Project, it is reasonably and practically necessary for Plaintiff to acquire by exercise of the power of eminent domain easements and rights-of-way to survey, construct, operate, maintain, use, upgrade, rebuild, relocate or remove a transmission line facility with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and equipment related to said transmission line facility, together with communication equipment relating to the operation of a transmission line facility through, over, under, and across the real property described in **EXHIBIT A**, attached hereto and made a part hereof as though fully set forth at this point.

28. Surveys depicting the location, route, and termini of the rights-of-way are set forth in **EXHIBIT B**, attached hereto and made a part hereof as though fully set forth at this point.

29. The easement rights to be acquired by Plaintiff are specifically described in **EXHIBIT C**, attached hereto and made a part hereof as though fully set forth at this point.

30. The Defendants shall have the full use and enjoyment of the easement areas and rights-of-way, so long as said use and enjoyment is consistent with Plaintiff's rights as set forth in **EXHIBIT C**.

31. Plaintiff has complied with any pre-filing requirements.

32. Plaintiff has authorized the acquisition of the real property described in **EXHIBIT A** hereto by the exercise of its right of eminent domain.

WHEREFORE, Plaintiff Northern States Power Company (d/b/a Xcel Energy) requests the following relief:

1. For judgment in favor of Plaintiff Northern States Power Company, and against the Defendants, condemning the real property interests described herein;

2. That just compensation be ascertained and awarded to the Defendants; and

3. For such further and additional relief as justice may require.

Respectfully submitted,

FREDRIKSON & BYRON, P.A.

Dated: May 19, 2017.

By: _____

Patrick D.J. Mahlberg, ND Bar #06659
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Telephone: (612) 492-7000
E-mail: pmahlberg@fredlaw.com

Attorneys for Plaintiff

EXHIBIT A

Northern States Power Company vs. Montplaisir Ag and Rental, LLP, *et al.*

Parcel 4 (PID No. 01-3526-00100-000)

Description of Parcel Affected ("Premises"):

The Southeast Quarter (SE1/4) of Section Twenty-eight (28) in Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth Principal Meridian, subject to the right of way of the Great Northern Railway Company over and across the Southeast Quarter of Section 28, Cass County, North Dakota, EXCEPTING AND EXCLUDING that part of the Southeast Quarter (SE1/4) of Section 28, Township 140 North, Range 49 West, Cass County North Dakota, described as follows: Commencing at the Southeast corner of said Section 28; thence North along the East section line a distance of 970.00 feet to the point of beginning; thence continue North along said East section line a distance of 330.00 feet; thence West perpendicular to said East section line for a distance of 660.00 feet; thence South parallel to said East section line a distance of 330.00 feet; thence East for a distance of 660.00 feet to the point of beginning.

Description of Interest to be Acquired:

Easement Area:

An easement over, under and across that part of:

> The Southeast Quarter (SE1/4) of Section Twenty-eight (28) in Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth Principal Meridian, subject to the right of way of the Great Northern Railway Company over and across the Southeast Quarter of Section 28, Cass County, North Dakota, EXCEPTING AND EXCLUDING that part of the Southeast Quarter (SE1/4) of Section 28, Township 140 North, Range 49 West, Cass County North Dakota, described as follows: Commencing at the Southeast corner of said Section 28; thence North along the East section line a distance of 970.00 feet to the point of beginning; thence continue North along said East section line a distance of 330.00 feet; thence West perpendicular to said East section line for a distance of 660.00 feet; thence South parallel to said East section line a distance of 330.00 feet; thence East for a distance of 660.00 feet to the point of beginning, (hereinafter referred to as "the Premises"),

which lies within 37.50 feet on each side of the following described centerline:

> Commencing at the southeast corner of the Southeast Quarter of Section 28, Township 140 North, Range 49 West; thence North 89 degrees 42 minutes 26 seconds West 60.25 feet along the south line of said Southeast Quarter of Section 28 to the point of beginning of the centerline to be described; thence North 59 degrees 26 minutes 50 seconds West 209.52 feet; thence North 61 degrees 49 minutes 45 seconds West 386.37 feet to a point hereinafter referred to as "Point A" and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate on the east and south lines of said Section 28.

TOGETHER WITH:

An easement over, under and across that part of the herein before described "Premises" which lies within 25.00 feet on each side of the following described centerline:

> Beginning at the herein before described "Point A"; thence North 61 degrees 49 minutes 45 seconds West 2084.84 feet to a point hereinafter referred to as "Point B" and said centerline there terminating.

TOGETHER WITH:

An easement over, under and across that part of the herein before described "Premises" which lies within 37.50 feet on each side of the following described centerline:

> Beginning at the herein before described "Point B"; thence North 61 degrees 49 minutes 45 seconds West 400.00 feet and said centerline there terminating.

Said easement contains 3.07 acres, more or less.

Name	**Nature of Interest**
Montplaisir Ag and Rental, LLP, a North Dakota limited liability partnership	Fee Owner
CenturyLink QC d/b/a Qwest Corporation, a Colorado corporation, successor in interest to Northwestern Bell Telephone Company	Easements
Cass County Electric Cooperative, Inc., a North Dakota cooperative	Easement
CenturyLink QC d/b/a Qwest Corporation, a Colorado corporation, successor in interest to U S West Communications, Inc.	Easement
Midcontinent Communications Investor, LLC, a South Dakota limited liability company, d/b/a Midcontinent Communications	Easement
City of Fargo	Roads (19th Avenue N and 45th Street North)
Cass County	Real Estate Taxes

EXHIBIT A

Northern States Power Company vs. Montplaisir Ag and Rental, LLP, *et al.*

Parcel 7 (PID No. 01-1170-08001-000)

Description of Parcel Affected ("Premises"):

Lot Fourteen, of Hector's Subdivision of the West Half of Section Thirty-four, in Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of Fargo, the County of Cass and the State of North Dakota, EXCEPTING THEREFROM the following described tract:

Commencing at the Northwest corner of said Section Thirty-four; thence North 87 degrees 50 minutes 31 seconds East along the North line of Said Section Thirty-four a distance of 304.48 feet; thence South 02 degrees 09 minutes 29 seconds East a distance of 33.00 feet to a point on the North line of Lot Fourteen of said Hector's Subdivision and the South right-of-way line of the 19th Avenue North to the City of Fargo, the point of beginning; thence South 00 degrees 00 minutes 00 seconds East a distance of 186.44 feet to the South line of said Lot Fourteen; thence North 64 degrees 42 minutes 54 seconds West along the South line of said Lot Fourteen a distance of 166.13 feet to the West line of said Lot Fourteen; thence North 01 degree 45 minutes 54 seconds West along the West line of said Lot Fourteen a distance of 109.75 feet to the Northwest corner of said Lot Fourteen on said South right-of-way line of 19th Avenue North; thence North 87 degrees 50 minutes 31 seconds East, parallel with the North line of said Section Thirty-four a distance of 153.70 feet to the point of beginning.

Description of Interest to be Acquired:

Easement Area:

An easement over, under and across that part of:

> Lot Fourteen, of Hector's Subdivision of the West Half of Section Thirty-four, in Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of Fargo, the County of Cass and the State of North Dakota, EXCEPTING THEREFROM the following described tract:
>
> Commencing at the Northwest corner of said Section Thirty-four; thence North 87 degrees 50 minutes 31 seconds East along the North line of Said Section Thirty-four a distance of 304.48 feet; thence South 02 degrees 09 minutes 29 seconds East a distance of 33.00 feet to a point on the North line of Lot Fourteen of said Hector's Subdivision and the South right-of-way line of the 19th Avenue North to the City of Fargo, the point of beginning; thence South 00 degrees 00 minutes 00 seconds East a distance of 186.44 feet to the South line of said Lot Fourteen; thence North 64 degrees 42 minutes 54 seconds West along the South line of said Lot Fourteen a distance of 166.13 feet to the West line of said Lot Fourteen; thence North 01 degree 45 minutes 54 seconds West along the West line of said Lot Fourteen a distance of 109.75 feet to the Northwest corner of said Lot

Fourteen on said South right-of-way line of 19th Avenue North; thence North 87 degrees 50 minutes 31 seconds East, parallel with the North line of said Section Thirty-four a distance of 153.70 feet to the point of beginning, (hereinafter referred to as "the Premises"),

which lies within 37.50 feet on each side of the following described centerline:

Commencing at the northwest corner of the Northwest Quarter of Section 34, Township 140 North, Range 49 West; thence South 01 degree 00 minutes 41 seconds West 34.90 feet along the west line of said Northwest Quarter of Section 34; thence South 59 degrees 26 minutes 50 seconds East 233.09 feet to the point of beginning of the centerline to be described; thence South 61 degrees 35 minutes 04 seconds East 364.13 feet to a point hereinafter referred to as "Point A" and said centerline there terminating.

TOGETHER WITH:

An easement over, under and across that part of the herein before described "Premises" which lies within 25.00 feet on each side of the following described centerline:

Beginning at the herein before described "Point A"; thence South 61 degrees 35 minutes 04 seconds East 384.87 feet; thence South 60 degrees 40 minutes 48 seconds East 354.01 feet; thence South 61 degrees 35 minutes 02 seconds East 250.00 feet and said centerline there terminating.

Said easement contains 1.00 acres, more or less.

Name	**Nature of Interest**
Combined Asset Management, LLC, a North Dakota limited liability company	Fee Owner
CenturyLink QC d/b/a Qwest Corporation, a Colorado corporation, successor in interest to Northwestern Bell Telephone Company	Easements
North Dakota Department of Human Services	Child Support Judgment/Lien against Kenneth R. Dahl, who Plaintiff has so far been unable to verify is not the same Kenneth R. Dahl who is a prior Fee Owner of Parcel 23
City of Fargo	Special Assessment and Easement for Sanitary Sewer and Water Mains
Cass County	Real Estate Taxes

EXHIBIT A

Northern States Power Company vs. Montplaisir Ag and Rental, LLP, *et al.*

Parcels 16 and 17 (PID Nos. 01-8280-00100-000 and 01-8280-00200-000)

Description of Parcels Affected ("Premises"):

Lot 1 and Lot 2, Block 1, Premiere 2nd Addition in the City of Fargo, Cass County, North Dakota.

AND

All that part of Lot 1 and Lot 2, Great Northern First Addition lying westerly of Lot 1 and Lot 2, Block 1, Premiere 2nd Addition, City of Fargo, Cass County, North Dakota.

Description of Interest to be Acquired:

Easement Area:

An easement over, under and across that part of:

> Lot 1 and Lot 2, Block 1, Premiere 2nd Addition in the City of Fargo, Cass County, North Dakota.
>
> AND
>
> All that part of Lot 1 and Lot 2, Great Northern First Addition lying westerly of Lot 1 and Lot 2, Block 1, Premiere 2nd Addition, City of Fargo, Cass County, North Dakota,

which lies within 25.00 feet on each side of the following described centerline:

> Commencing at the northwest corner of the Northwest Quarter of Section 1, Township 139 North, Range 49 West; thence South 01 degree 17 minutes 46 seconds East 335.25 feet along the west line of said Northwest Quarter of Section 1 to the point of beginning of the centerline to be described; thence South 61 degrees 20 minutes 21 seconds East 42.72 feet; thence South 04 degrees 48 minutes 46 seconds East 339.37 feet; thence South 61 degrees 57 minutes 26 seconds East 90.00 feet and said centerline there terminating.

Said easement contains 0.33 acres, more or less.

Name	Nature of Interest
Jeffrey S. Ganje and Janice S. Ganje, as Trustees of the Jeffrey S. Ganje and Janice S. Ganje Joint Revocable Living Trust dated June 2, 2009	Fee Owner

Name	Nature of Interest
Jeffrey S. Ganje	Fee Owner due to gap created by the replat of Lots 1, 2, and 3 of the Great Northern First Addition to Lots 1 and 2, Block 1 of the Premiere Second Addition
Janice S. Ganje	Fee Owner due to gap created by the replat of Lots 1, 2, and 3 of the Great Northern First Addition to Lots 1 and 2, Block 1 of the Premiere Second Addition
Glacier Park Company, a Delaware corporation	Mineral Interests
Eugene S. Sweeney	Easement for Water Main and Sewer Lines
Robert J. Sweeney	Easement for Water Main and Sewer Lines
Cass County	Real Estate Taxes

EXHIBIT A

Northern States Power Company vs. Montplaisir Ag and Rental, LLP, *et al.*

Parcel 23 (PID No. 01-1041-00350-000)

Description of Parcel Affected ("Premises"):

Those portions of Lots Thirty-two through Forty, both inclusive, in Great Northern First Addition to the City of Fargo, County of Cass, State of North Dakota, that lie Southerly of a line located Twenty-five feet radially distant, southerly of, parallel and concentric with the center line of Burlington Northern Inc. wye track that now crosses said lots in a curve concave to the South in Southwesterly and Northeasterly direction.

Description of Interest to be Acquired:

Easement Area:

An easement over, under and across the southwesterly 17.50 feet of:

> Those portions of Lots Thirty-two through Forty, both inclusive, in Great Northern First Addition to the City of Fargo, County of Cass, State of North Dakota, that lie Southerly of a line located Twenty-five feet radially distant, southerly of, parallel and concentric with the center line of Burlington Northern Inc. wye track that now crosses said lots in a curve concave to the South in Southwesterly and Northeasterly direction,

as measured at right angles to the southwesterly line of said Lots Thirty-two through Forty.

Said easement contains 0.17 acres, more or less.

Name	Nature of Interest
Kreisers Holdings, LLC, a South Dakota limited liability company, potential successor in interest to Kreisers, Inc., an inactive South Dakota corporation	Fee Owner
The First National Bank in Sioux Falls, a National Bank	Mortgagee
BNSF Railway Company, a Delaware corporation, f/k/a Burlington Northern Railroad Company	Mineral Interests and Easements
Midcontinent Communications Investor, LLC, a South Dakota limited liability company, d/b/a Midcontinent Communications	Easement

Name	Nature of Interest
Cass County	Real Estate Taxes

EXHIBIT B

NORTHERN STATES POWER
MINNESOTA

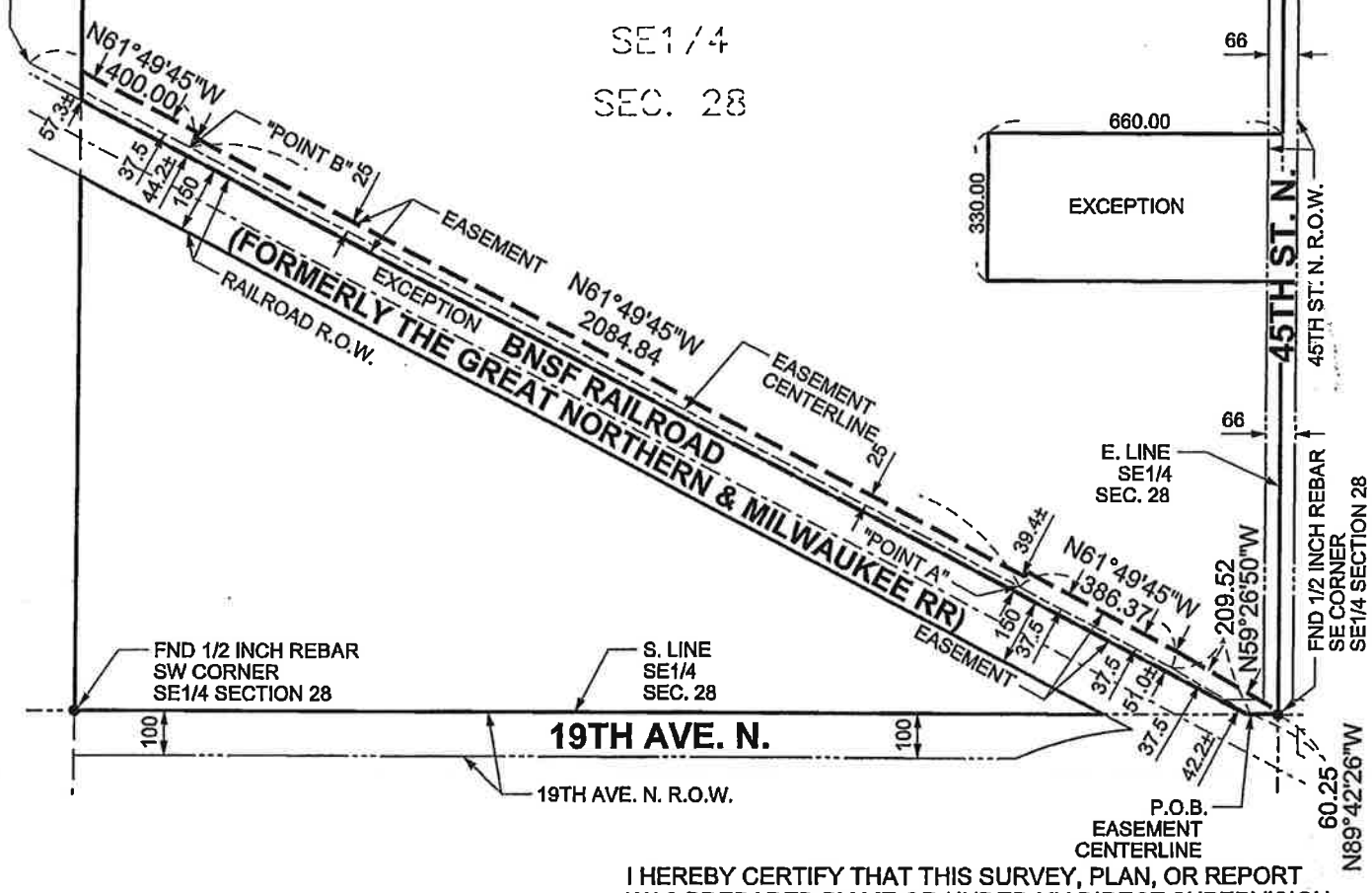
EXHIBIT A SHEET 1 OF 3 SHEETS

Certificate of Survey
Location: Reed Township, Cass County, North Dakota
Grantor: Montplaisir Ag and Rental, LLP
See sheet 2 & 3 of 3 for descriptions.

N

Scale: 1"=400'

REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 10-14-16
NORTH DAKOTA



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

MICHAEL E. CANNON LIC. NO. 5066

DATE 10-14-16

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: MONTPLAISIR
SEC. 28, T.140N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT B

NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 3 SHEETS

Certificate of Survey
Location: Reed Township, Cass County, North Dakota
Grantor: Montplaisir Ag and Rental, LLP

"Premises":

The Southeast Quarter (SE1/4) of Section Twenty-eight (28) in Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth Principal Meridian, subject to the right of way of the Great Northern Railway Company over and across the Southeast Quarter of Section 28, Cass County, North Dakota, EXCEPTING AND EXCLUDING that part of the Southeast Quarter (SE1/4) of Section 28, Township 140 North, Range 49 West, Cass County, North Dakota, described as follows: Commencing at the Southeast corner of said Section 28; thence North along the East section line a distance of 970.00 feet to the point of beginning; thence continue North along said East section line a distance of 330.00 feet; thence West perpendicular to said East section line for a distance of 660.00 feet; thence South parallel to said East section line a distance of 330.00 feet; thence East for a distance of 660.00 feet to the point of beginning.

REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 10/14/16
NORTH DAKOTA

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: MONTPLAISIR
SEC. 28, T.140N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT B

NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 3 OF 3 SHEETS

Certificate of Survey
Location: Reed Township, Cass County, North Dakota
Grantor: Montplaisir Ag and Rental, LLP

"Easement Area":

An easement over, under and across that part of the herein before described "Premises" which lies within 37.50 feet on each side of the following described centerline:

> Commencing at the southeast corner of the Southeast Quarter of Section 28, Township 140 North, Range 49 West; thence North 89 degrees 42 minutes 26 seconds West 60.25 feet along the south line of said Southeast Quarter of Section 28 to the point of beginning of the centerline to be described; thence North 59 degrees 26 minutes 50 seconds West 209.52 feet; thence North 61 degrees 49 minutes 45 seconds West 386.37 feet to a point hereinafter referred to as "Point A" and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate on the east and south lines of said Section 28.

TOGETHER WITH:

An easement over, under and across that part of the herein before described "Premises" which lies within 25.00 feet on each side of the following described centerline:

> Beginning at the herein before described "Point A"; thence North 61 degrees 49 minutes 45 seconds West 2084.84 feet to a point hereinafter referred to as "Point B" and said centerline there terminating.

TOGETHER WITH:

An easement over, under and across that part of the herein before described "Premises" which lies within 37.50 feet on each side of the following described centerline:

> Beginning at the herein before described "Point B"; thence North 61 degrees 49 minutes 45 seconds West 400.00 feet and said centerline there terminating.

"Summary of Areas":

Easement:	3.07 acres, more or less
Easement in R.O.W.:	0.06 acres, more or less
Easement Less R.O.W.:	3.01 acres, more or less

REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 10-14-16
NORTH DAKOTA

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: MONTPLAISIR
SEC. 28, T.140N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT B

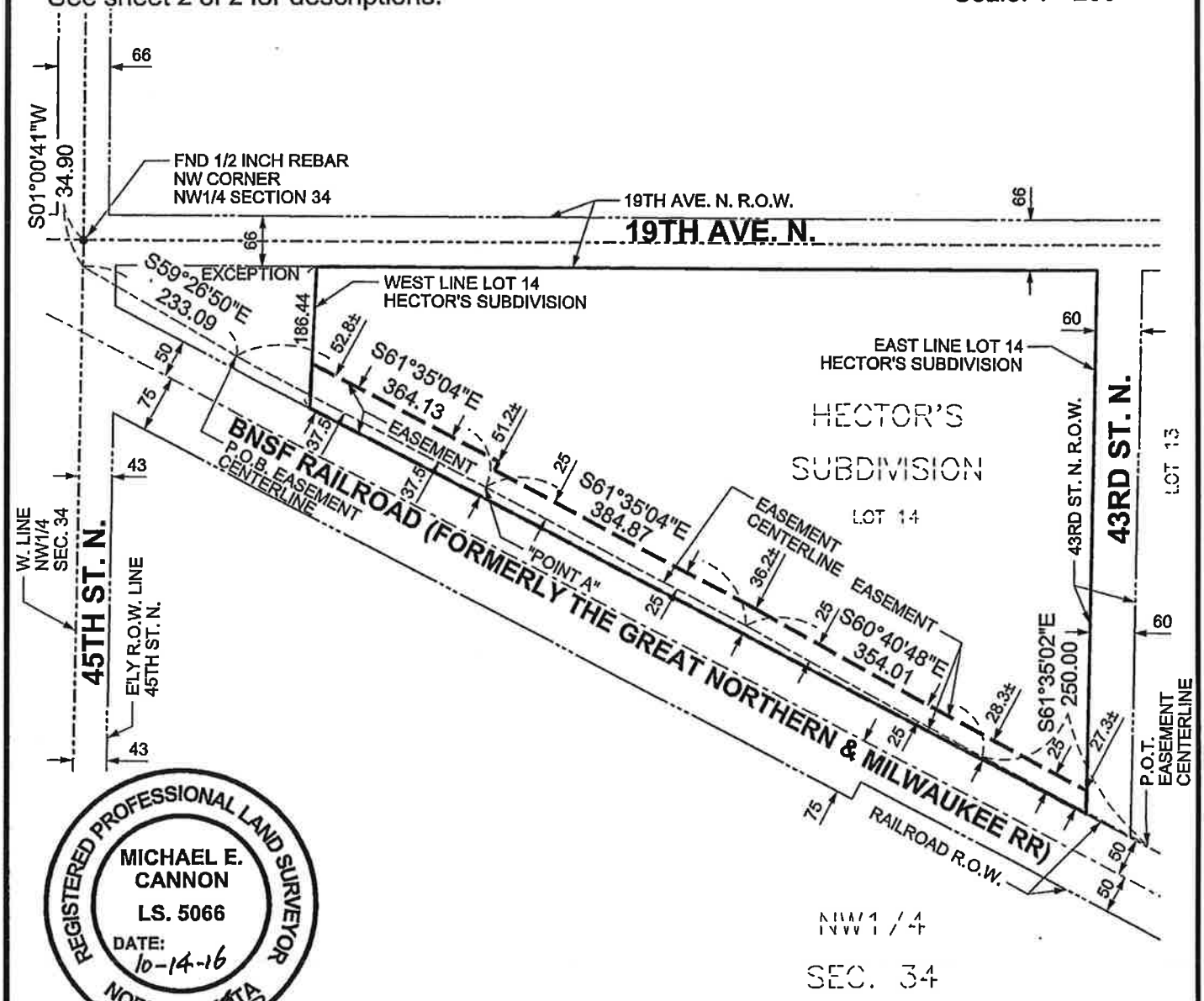
NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 2 SHEETS

Certificate of Survey
Location: City of Fargo, Cass County, North Dakota
Grantor: Combined Asset Managment, LLC
See sheet 2 of 2 for descriptions.

N

Scale: 1"=200'



REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 10-14-16
NORTH DAKOTA

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

MICHAEL E. CANNON LIC. NO. 5066

DATE 10-14-16

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: COMBINED ASSET
SEC. 34, T.140N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT B

NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey
Location: City of Fargo, Cass County, North Dakota
Grantor: Combined Asset Managment, LLC

"Premises":

Lot Fourteen, of Hector's Subdivision of the West Half of Section Thirty-four, in Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of Fargo, the County of Cass and the State of North Dakota, EXCEPTING THEREFROM the following described tract:

Commencing at the Northwest corner of said Section Thirty-four; thence North 87°50'31" East along the North line of said Section Thirty-four a distance of 304.48 feet; thence South 02°09'29" East a distance of 33.00 feet to a point on the North line of Lot Fourteen of said Hector's Subdivision and the South right-of-way line of 19th Avenue North to the City of Fargo, the point of beginning; thence South 00°00'00" East a distance of 186.44 feet to the South line of said Lot Fourteen; thence North 64°42'54" West along the South line of said Lot Fourteen a distance of 166.13 feet to the West line of said Lot Fourteen; thence North 01°45'54" West along the West line of said Lot Fourteen a distance of 109.75 feet to the Northwest corner of said Lot Fourteen on said South right-of-way line of 19th Avenue North; thence North 87°50'31" East, parallel with the North line of said Section Thirty-four a distance of 153.70 feet to the point of beginning.

"Easement Area":

An easement over, under and across that part of the herein before described "Premises" which lies within 37.50 feet on each side of the following described centerline:

> Commencing at the northwest corner of the Northwest Quarter of Section 34, Township 140 North, Range 49 West; thence South 01 degree 00 minutes 41 seconds West 34.90 feet along the west line of said Northwest Quarter of Section 34; thence South 59 degrees 26 minutes 50 seconds East 233.09 feet to the point of beginning of the centerline to be described; thence South 61 degrees 35 minutes 04 seconds East 364.13 feet to a point hereinafter referred to as "Point A" and said centerline there terminating.

TOGETHER WITH:

An easement over, under and across that part of the herein before described "Premises" which lies within 25.00 feet on each side of the following described centerline:

> Beginning at the herein before described "Point A"; thence South 61 degrees 35 minutes 04 seconds East 384.87 feet; thence South 60 degrees 40 minutes 48 seconds East 354.01 feet; thence South 61 degrees 35 minutes 02 seconds East 250.00 feet and said centerline there terminating.

Containing 1.00 acres, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE:
NORTH DAKOTA

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: COMBINED ASSET
SEC. 34, T.140N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT B

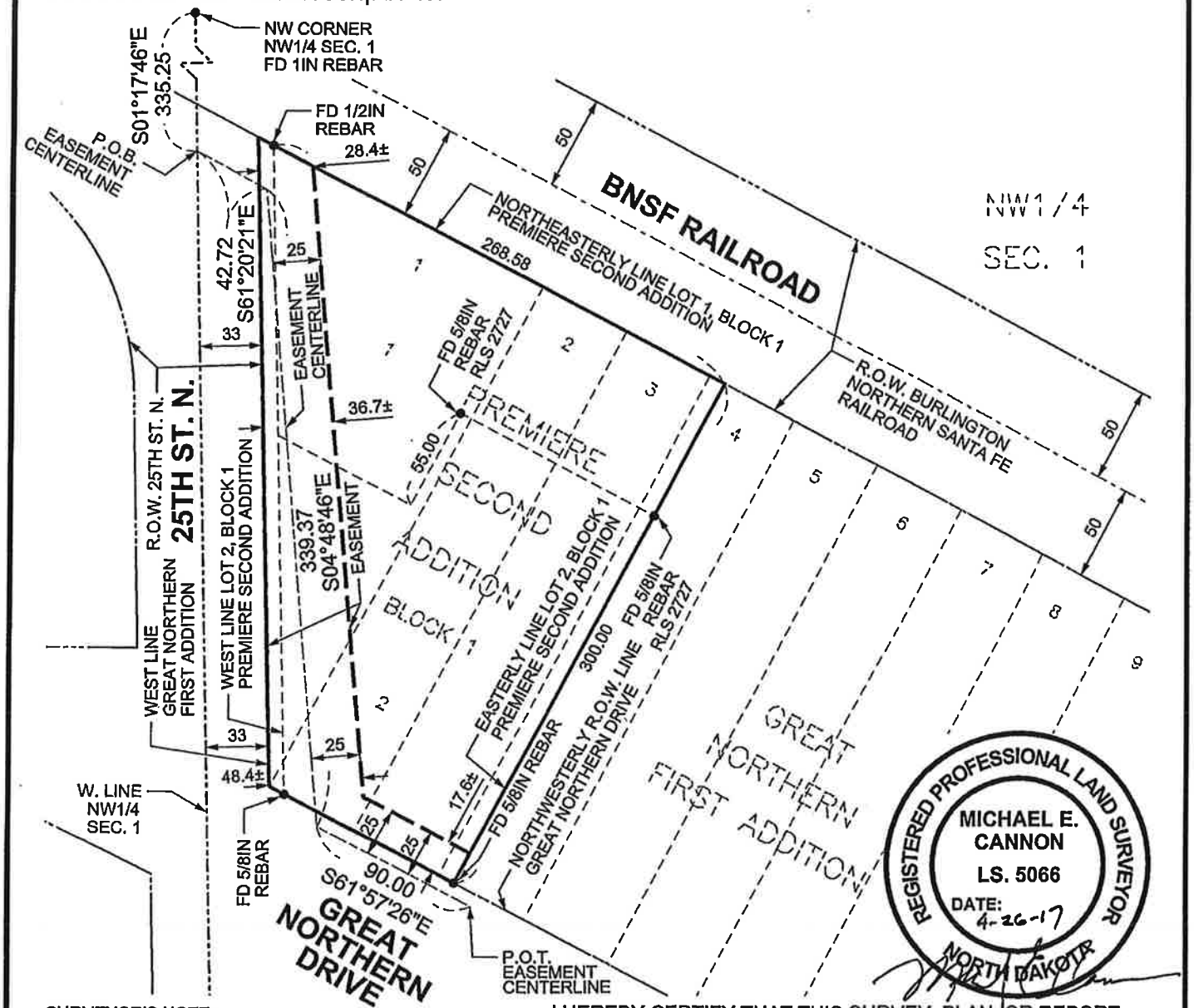
NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 2 SHEETS

Certificate of Survey
Location: City of Fargo, Cass County, North Dakota
Grantor: Jeffrey S. Ganje and Janice S. Ganje, as Trustees of the Jeffrey S. Ganje and Janice S. Ganje Joint Revocable Living Trust dated June 2, 2009
See sheet 2 of 2 for descriptions.

N

Scale: 1"=80'



REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 4-26-17
NORTH DAKOTA

SURVEYOR'S NOTE:
PREMIERE SECOND ADDITION DOES NOT AGREE WITH OCCUPIED LOCATION. LOCATION OF PREMIERE SECOND ADDITION IS SHOWN BASED ON THE MONUMENTS FOUND.

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: GANJE
SEC. 1, T.139N., R.49W., 5TH P.M.
CO.: CASS

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

MICHAEL E. CANNON LIC. NO. 5066

DATE 4-26-17

EXHIBIT B

NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey
Location: City of Fargo, Cass County, North Dakota
Grantor: Jeffrey S. Ganje and Janice S. Ganje, as Trustees of the Jeffrey S. Ganje and Janice S. Ganje Joint Revocable Living Trust dated June 2, 2009

"Premises":

Lot 1, Block 1, Premiere 2nd Addition in the City of Fargo, Cass County, North Dakota.

ALSO: Lot 2, Block 1, Premiere 2nd Addition in the City of Fargo, Cass County, North Dakota.

ALSO: All that part of Lot 1 and Lot 2, Great Northern First Addition lying westerly of Lot 1 and Lot 2, Block 1, Premiere 2nd Addition, City of Fargo, Cass County, North Dakota.

"Easement Area":

An easement over, under and across that part of the herein before described "Premises" which lies within 25.00 feet on each side of the following described centerline:

> Commencing at the northwest corner of the Northwest Quarter of Section 1, Township 139 North, Range 49 West; thence South 01 degree 17 minutes 46 seconds East 335.25 feet along the west line of said Northwest Quarter of Section 1 to the point of beginning of the centerline to be described; thence South 61 degrees 20 minutes 21 seconds East 42.72 feet; thence South 04 degrees 48 minutes 46 seconds East 339.37 feet; thence South 61 degrees 57 minutes 26 seconds East 90.00 feet and said centerline there terminating.

Containing 0.33 acres, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 4-26-17
NORTH DAKOTA

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: GANJE
SEC. 1, T.139N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT B

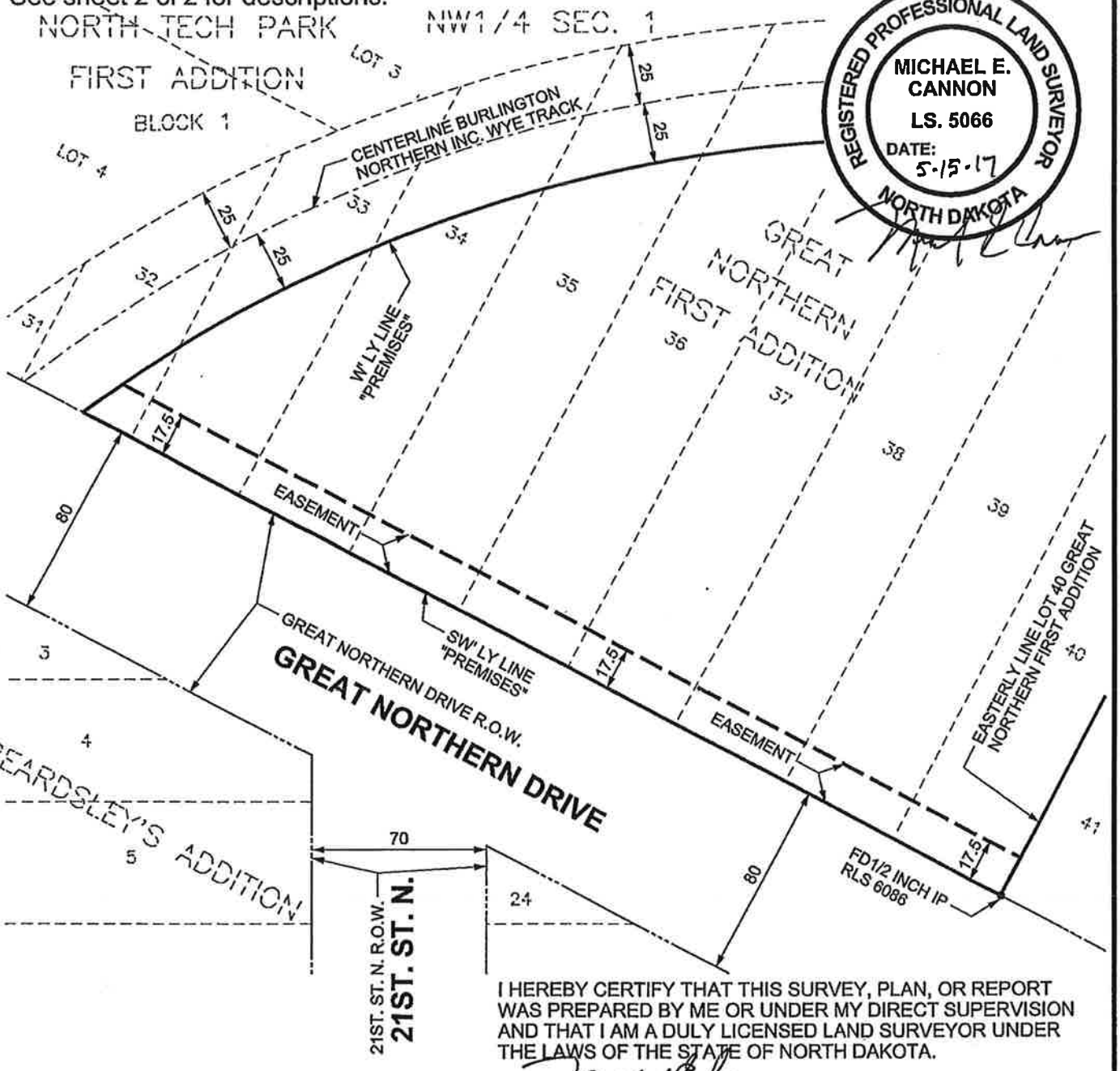
NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 2 SHEETS

Certificate of Survey
Location: City of Fargo, Cass County, North Dakota
Grantor: Kreisers Holdings, LLC, a South Dakota limited liability company, potential successor in interest to Kreisers, Inc., an inactive South Dakota corporation
See sheet 2 of 2 for descriptions.

N

Scale: 1"=60'



REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 5-15-17
NORTH DAKOTA

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

MICHAEL E. CANNON LIC. NO. 5066

DATE 5-15-17

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: KREISERS, INC.
SEC. 1, T.139N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT B

NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey
Location: City of Fargo, Cass County, North Dakota
Grantor: Kreisers Holdings, LLC, a South Dakota limited liability company, potential successor in interest to Kreisers, Inc., an inactive South Dakota corporation

"Premises":

Those portions of Lots Thirty-two through Forty, both inclusive, in Great Northern First Addition to the City of Fargo, County of Cass, State of North Dakota, that lie Southerly of a line located Twenty-five feet radially distant, southerly of, parallel and concentric with the center line of Burlington Northern Inc. wye track that now crosses said lots in a curve concave to the South in a Southwesterly and Northeasterly direction.

"Easement Area":

An easement over, under and across the southwesterly 17.50 feet of the herein before described "Premises" as measured at right angles to the southwesterly line of said "Premises".

Containing 0.17 acres, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL E. CANNON
LS. 5066
DATE: 5-15-17
NORTH DAKOTA

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: KREISERS, INC.
SEC. 1, T.139N., R.49W., 5TH P.M.
CO.: CASS

EXHIBIT C

Easement Rights to be Acquired:

1. The Company shall acquire an easement and right-of-way (the "**Easement**") to survey, construct, operate, maintain, use, upgrade, rebuild, relocate, or remove a transmission line facility, with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and equipment related to said transmission line facility, together with communication equipment relating to the operation of such facility (collectively, the "**Electric Lines**") through, over, under, and across certain lands situated in Cass County, North Dakota, described on Exhibit A attached to the Complaint (the "**Premises**"). The Easement shall be limited to that certain part of the Premises described as the "**Easement Area**" on said Exhibit A.

2. All Electric Lines installed and placed by or on behalf of the Company in the Easement Area shall remain the Company's property.

3. The Company shall also acquire a temporary easement to enter upon the Premises to survey for and locate the Electric Lines, and an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing roads, field roads, and lanes, if any, otherwise, by the use of the most reasonable and feasible route selected by the Company in its reasonable discretion. The Company shall acquire and enjoy a temporary easement for use by the Company of the Premises adjacent to the Easement Area from time to time during construction, repair, or replacement of the Electric Lines. After completion of the initial construction, the temporary easement for the Company's use of the Premises adjacent to the Easement Area for, from time to time, repair or replacement of the Electric Lines, shall be restricted to those remote and unusual circumstances where, due to conditions not presently foreseeable, access to the

Easement Area is not practically otherwise available, and where, in such situations, repair or replacement activities require more area than is available within the Easement Area.

4. Owners shall not erect any buildings, structures, or other objects, permanent or temporary, upon the Easement Area, nor shall they plant trees within the Easement Area without the Company's prior express written approval, or perform any other act that will interfere with or endanger the Electric Lines. The Company may remove trees that are located within the Easement Area, and trim or remove any trees that are located adjacent to the Easement Area which may interfere with or otherwise endanger the Electric Lines, by falling thereon or by otherwise striking the Electric Lines.

5. Owners may cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with the Company's rights acquired herein. Owners may dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities ("**Improvements**") the portion of the Easement Area not occupied by the structures supporting the Company's electric system, provided that said Improvements do not in the Company's opinion impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Owners and their agents or assigns must submit plans of Improvements or other installations within the Easement Area for review, compliance, and written approval by the Company's Administrative Agent prior to installation of the proposed Improvements.

6. The Company will pay for direct damages to landscaping, roads and driveways, livestock, crops, fields and other owner property caused by the Company in connection with the construction or maintenance of the Electric Lines, and by the Company's exercise of its rights under paragraph 3, above.

7. The Easement acquired shall be for a term of ninety-nine (99) years.

CITY OF Fargo

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

(2)

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE

RE: PRELIMINARY RESOLUTION AUTHORIZING THE ISSUANCE OF ANNUAL APPROPRIATION BONDS FOR THE BLOCK 9 PARKING STRUCTURE

DATE: MAY 30, 2017

The City of Fargo is preparing to issue bonds for the Block 9 parking structure in Downtown Fargo. City staff and our financial advisors have been preparing documents in anticipation of the bond sale.

Attached is a terms summary report prepared by our Financial Advisor, Springsted, Inc. which explains the significant terms and conditions of the bonds and economic substance of our development agreement for this project. These terms and conditions are consistent with the project development plan approved by the Board of City Commissioners last year.

We are planning to market the bonds on June 28, 2017. Interest rates are still quite low from a historical perspective. Bonds issued by the City of Fargo are consistently popular to investors and we anticipate the bond sales process to proceed as planned.

The resolution authorizing the issuance of bonds for this project is attached. This resolution provides your authorization to move ahead with the project bond sale. A resolution authorizing bond sales parameters will be provided to you on June 19th.

Suggested Motion:

Approve a preliminary resolution authorizing the issuance of annual appropriation bonds for the Block 9 parking structure in Downtown Fargo.

Printed on Recycled paper.

PRELIMINARY RESOLUTION APPROVING THE
FINANCING OF THE BLOCK NINE PROJECT,
THE ISSUANCE OF ANNUAL APPROPIATION BONDS, AND
THE AMENDMENT OF THE DEVELOPMENT AGREEMENT
TAXABLE SERIES 2017B (BLOCK NINE PROJECT)

WHEREAS, the City of Fargo, North Dakota (the "City") has previously entered into that certain Development Agreement by and between the City and Block 9 Partners LLC, dated as of May 23, 2016 (as amended, the "Development Agreement") for the development of the Project as defined in the Development Agreement;

WHEREAS, the Project includes a component consisting of the Block Nine Garage as defined in the Development Agreement;

WHEREAS, the City has agreed to pay costs of the Block Nine Garage up to a Maximum Public Investment, as defined in the Development Agreement, of $15,000,000;

WHEREAS, the City now desires to issue its Annual Appropriation Bonds, Taxable Series 2017B (Block Nine Project) (the "Bonds") to finance (i) the City's Maximum Public Contribution, (ii) interest on the Bonds during construction, (iii) costs of issuance for the Bonds, and (iv) a deposit to a debt service reserve fund for the Bonds;

WHEREAS, it is appropriate for the Development Agreement to be amended, as may be necessary, to allow an extension of a final contingency deadline to accommodate the need for the closing of the development project and the bond sale and to confirm that the Developer's obligation to make debt service payments on the Bonds will commence upon issuance of the bonds—prior to the execution of the contract for deed that is contemplated in the Development Agreement;

BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota, as follows:

1. The City hereby gives preliminary approval of financing its Maximum Public Contribution to the Project undertaken pursuant to the Development Agreement.

2. The City hereby gives preliminary approval to the borrowing of funds on an annual appropriation basis to finance the City's Maximum Public Contribution, together with costs associated with the issuance of such bonds including capitalized interest, costs of issuance and a debt service reserve fund, through the issuance of the Bonds in a principal amount currently estimated to be approximately $17,260,000. The staff and officers of the City are hereby authorized and directed to take all necessary or appropriate action to arrange for the negotiated sale the Bonds to a financial institution and to prepare all necessary documentation for such financing, including, without limitation, preliminary and final official statements and a final authorizing resolution to be considered by this City Commission and, in addition, the Mayor and City Administrator are authorized to amend the Developer Agreement to (a) insert a

requirement that the Developer be responsible for payment of all debt service on the Bonds prior to the entry into the contract for deed as provided in the Developer Agreement and (b) to extend the Final Contingencies Deadline, in their discretion; provided, however that any extension of said contingency deadline beyond August 31, 2017 shall require appropriate City action.

3. The Bonds shall not constitute a general obligation of the City or a pledge of, or lien on, any of its assets or the Project, but shall be payable solely from amounts appropriated and to be annually appropriated by this City Commission expressly for the payment of debt service on the Bonds. The issuance of such Bonds is expressly conditioned on the adoption of a final bond resolution by this City Commission before the issuance of the Bonds.

4. This resolution shall take effect immediately upon adoption

_____
Mayor

Attest:

_____
City Auditor

Date: _____, 2017

COMMISSIONER _____ introduced the foregoing resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____.

The following were absent and not voting: _____,

and the following voted against the same: _____,

whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the PRELIMINARY RESOLUTION APPROVING THE AND FINANCING OF THE BLOCK NINE PROJECT AND THE ISSUANCE OF ANNUAL APPROPRIATION BONDS, TAXABLE SERIES 2017B (BLOCK NINE PROJECT) adopted by the governing body of the City of Fargo at the meeting held on _____, 2017, and that such resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this _____ day of _____, 2017.

_____
City Auditor

(S E A L)

Springsted Incorporated
380 Jackson Street, Suite 300
St. Paul, MN 55101-3002

Springsted

Tel: 651.223.3000
Fax: 651.223.3002
www.springsted.com

May 31, 2017

CITY OF FARGO, NORTH DAKOTA

ANNUAL APPROPRIATON BONDS, TAXABLE SERIES 2017B

(BLOCK NINE PROJECT)

SUMMARY OF TERMS

ISSUER:	City of Fargo, North Dakota (the "City")
ISSUE:	Annual Appropriation Bonds, Taxable Series 2017B (Block Nine Project) (the "Series 2017B Bonds")
TOTAL PRINCIPAL:	$17,800,000 (maximum, subject to change)
UNDERWRITER:	The City conducted a competitive selection process for purposes of engaging a senior managing underwriter for the issuance of its Annual Appropriation Bonds, Taxable Series 2017A (FargoDome Project), dated February 9, 2017. The City, in consultation with Springsted Incorporated, selected Robert W. Baird & Co. Incorporated as the underwriter (the "Underwriter") for that transaction. The City determined to utilize the services of Robert W. Baird & Co. for this issue as a result of the positive experience on the Taxable Series 2017A Bonds.
TRUSTEE:	U.S. Bank National Association, St. Paul, Minnesota will be the Trustee and serve as bond registrar and paying agent. The Trustee will also hold the Reserve Fund.
PURPOSE AND DESCRIPTION OF PROJECT:	The Project. Proceeds of the Series 2017B Bonds will be used to construct an approximate 380-stall parking ramp (the "Parking Ramp"), multi-use public plaza and pedestrian skyway connection (together, the "Project") located in the City's central downtown area that will be part of a major redevelopment of surface parking lots currently occupying 3/4ths of the full city block known as "Block Nine". The Parking Ramp will be connected to the City's pedestrian skyway system. The multi-use public plaza is being designed to include a performance stage, splash pad and public gathering space for

summer use which will be converted to an outdoor skating/hockey rink for winter use. At least 200 parking spaces in the Parking Ramp will generally be open to the public for parking purposes for all hours identified for public use, defined in project agreements as hours outside of typical office hours (i.e. 6:00 A.M. through 6:00 P.M. Monday through Friday not including holidays). In addition to said public use, the Parking Ramp will be used to meet the parking needs of the office workers, hotel guests, other occupants of the 18-story building and office workers from the adjacent US Bank building (also located within Block Nine, but not a part of the Project or the redevelopment project). The City's planners have identified a need for off-street parking to serve the City's downtown area and the Parking Ramp will help to satisfy that need. Demand for off-street parking in City's central downtown is such that the City is currently developing plans for at least one additional parking ramp also to be located in the downtown area.

Redevelopment of Block Nine. The principal part of the redevelopment of Block Nine will be the construction of a new 232-foot, 18-story multi-use building ("Multi-use Building") to stand second only to the North Dakota Capitol (242 feet) as the tallest building in the state. The Multi-use Building will be privately financed, built, owned, operated and maintained by the Block 9 Partners LLC (the "Developer"). It is being constructed to serve as the corporate headquarters for the Offutt Companies, Inc. ("Offutt Company"), a prominent agriculturally-based North Dakota company. In addition, an 80-90 room hotel, amenity space (for meetings and events), general office space and residential condominiums will be contained within the building. Block Nine is located between 2nd and 3rd Avenues and between 5th Street and Broadway North—the very heart of the central downtown of the City, with Broadway being the main street of the downtown for entertainment and service venues, financial, professional and other offices as well as urban residential living. The multi-use public plaza will be available for use by the Developer and other occupants of the Multi-use Building for events and other functions at various times.

Public-Private-Partnership (PPP). The Project is being designed, built, financed, operated and maintained using a public-private partnership ("PPP") between the City and the Developer. The Developer will be responsible for the construction of the Project and, thereafter, for all costs of operation, maintenance, repair and replacement, if necessary, of the Project throughout the term of the PPP. The City will be responsible for financing of the construction costs, with proceeds of the Series 2017B Bonds, up to a maximum amount of $15,000,000 plus financing costs. The terms of the PPP are contained in a Development Agreement between the City and the Developer, dated May 23, 2016. Under the PPP, the City will convey land on which the Project is to be located to the Developer. The Developer will construct the Parking Ramp and then re-convey the property, now improved by the Parking Ramp, to the City with the PPP relationship continuing. The Developer will make semi-annual payments on a contract for deed to the City over a 25-year period, ultimately acquiring ownership of the Parking Ramp and

associated land. The semi-annual contract-for-deed payments to the City, combined with tax increment revenues generated from Block Nine, are funds available to the City to make the debt service payments on the Series 2017B Bonds. As part of the PPP, the Developer will also be responsible for the design and construction of the multi-use public plaza. The public plaza will continue to be owned by the Developer, subject to a long-term lease with a quasi-public non-profit corporation that will be responsible for operations, maintenance and repair of the public plaza.

Development Incentives. Also as part of the public-private partnership, the Developer's obligations will be fully guaranteed by Offutt Company and by Downtown Real Estate Fund I, LLC, principals of the Developer. The City has granted three property tax incentives for the Project which combine to provide an economic structure intended to provide sufficient funds to the City from which the City can make the debt service payments on the Series 2017B Bonds; however, if for any reason the Developer materially defaults in its obligations, the City will be authorized to enforce the developer guarantees; to cancel the contract for deed and re-take possession of the Parking Ramp; and to unilaterally terminate two tax exemptions, thereby generating tax increment revenues from the redevelopment project that be available to the City to make debt service payments on the Series 2017B Bonds.

Parking Agreement: The City and the Developer will enter into a Parking Agreement, whereby upon completion of construction of the Parking Ramp and conveyance back to the City, the Developer is obligated to operate, repair and maintain the Parking Ramp for a 25-year period. The Developer and the City will enter into a Contract for Deed whereby the Developer is obligated to make semiannual payments to the City over a 25-year period and, upon pay-off of the Contract for Deed (i.e. when all City-issued bonds have been fully satisfied and redeemed), the City will convey fee ownership of the Parking Ramp to the Developer. The Contract for Deed payments will be aligned with the debt service payments on the Series 2017B Bonds.

AUTHORITY:

The Series 2017B Bonds will be issued pursuant to the laws of the State of North Dakota and the City's Home Rule Charter, including Article 3-0802. The Resolution to be adopted by the Board of City Commissioners (the "Commission") on June 19, 2017 will authorize the issuance of the Series 2017B Bonds and the execution and delivery of the Bond Trust Indenture between the City and the Trustee.

Pursuant to the Development Agreement, the City will finance a maximum of $15,000,000 of Project construction costs. This maximum amount of public investment can only be provided for TIF Eligible Costs as defined in the Development Agreement.

PRICING AND AWARD:

It is anticipated the Series 2017B Bonds will be priced the week of June 26, 2017, with settlement to occur on or about July 20, 2017.

The Resolution to be considered by the Commission on June 19, 2017 authorizing the issuance of the Series 2017B Bonds will designate the award of the Bonds by a Pricing Committee, subject to certain parameters. The parameters will specify a not-to-exceed principal amount ($17,800,000), a not-to-exceed True Interest Rate (TIC) (5.50%) and the maximum term (anticipated final maturity is May 1, 2043).

SECURITY AND SOURCE OF PAYMENT:

The Series 2017B Bonds are payable in each fiscal year only from amounts appropriated annually by the Commission. The Series 2017B Bonds are not general or revenue obligations of the City and the general credit or general taxing powers of the City are not available to pay principal of or interest on the Series 2017B Bonds.

Annual Appropriation: The City will covenant and agree in the Bond Resolution to include in each annual proposed budget to be considered for approval by the Commission an amount sufficient to pay the principal of and interest on the Series 2017B Bonds becoming due in the following fiscal year of the City (currently each calendar year) as a specific line item. The City budget for each fiscal year is required to be approved by October 7 of the prior fiscal year.

This covenant to include the debt service in the proposed budget is not a covenant to appropriate such amounts and does not restrict or prohibit the Commission from not appropriating such amounts. **The City should note that failure to appropriate leading to a payment default will in all probability result in substantial negative financial outcomes for the City, to include a marked reduction in the City's general obligation credit rating and a decline in the investor audience for all City bond issuances.**

The Commission will include the debt service on the Series 2017B Bonds as a separate budget line item in their budget. The City intends to annually appropriate all funds necessary to make the debt service payments on the Series 2017B Bonds. However, the City Commission has no legal obligation to actually appropriate such amounts for any fiscal year. The City shall have the right to non-appropriate by October 7 prior to the end of its current fiscal year for the succeeding fiscal year.

An act of non-appropriation requires affirmative action by the City Commission in the form of a special resolution to be adopted no later than October 7 prior to the next fiscal year. Upon such event of non-appropriation, any funds on deposit in the Reserve Fund will be used to make the May 1 principal and interest payment and November 1 interest payment due in the subsequent year. On the Termination Date (as defined in the Indenture), the Series 2017B Bonds shall be cancelled and the City shall not be liable for the payment of any unpaid principal of, or interest on, the Series 2017B Bonds. An event

of non-appropriation does not constitute a default or event of default with respect to the Series 2017B Bonds and the City shall not be liable for any damages or losses to the holders of the Series 2017B Bonds relating to an event of non-appropriation.

Capitalized Interest: Capitalized interest in an estimated amount of $873,451 has been included in the principal amount of the Series 2017B Bonds to make the interest payments on the due November 1, 2017 through and including November 1, 2018.

Reserve Fund: A Reserve Fund equal to the maximum annual debt service on the Series 2017B Bonds will be funded from Bond proceeds, currently estimated in the amount of $1,143,145.

Mortgage: To secure its performance under the Development Agreement, the Developer will mortgage and assign to the City, pursuant to the Mortgage, Security Agreement, Assignment of Lease and Rents and Fixture Filing Statement.

Additional Bonds: No additional bonds may be issued under the Indenture. However, the City reserves the right to issue additional annual appropriation bonds in the future as permitted by law and payable from and secured by such sources and assets as permitted by law.

SOURCES OF REVENUE NOT PLEDGED TO THE BONDS:

The City intends to use, but has not pledged, the following funds to make the annual debt service payments on the Bonds:

• Annual TIF revenue from residential condominiums	$ 250,000
• Estimated Contract for Deed payments*	893,000
• Total Annual Revenue	$1,143,000

** Annual Contract for Deed payments paid by the Developer will be in an amount equal to the debt service payment due on the Bonds less available TIF revenue.*

Contract for Deed and Guarantees. The Contract for Deed payments are, by agreement, defined as the amount that is equal to the City's debt service payments less such amounts made available to the City through the TIF revenues. In addition, the obligation of the Developer is guaranteed by two parent or affiliated entities of Developer. The City anticipates taking the following actions and using the following sources of funds to make the debt service payments on the Series 2017B Bonds in the event the Developer were to default on the Contract for Deed: In an event of default, the City expects to use estimated annual tax increment revenues of approximately $700,000 plus other available City funds to make the debt service payments on the Series 2017B Bonds when due. The tax increment revenues will be available upon the City's termination of the Renaissance Zone exemption and payment-in-lieu-of-taxes (PILOT) exemption.

PAYMENT DATES: The Series 2017B Bonds will be dated as of the date of delivery and will mature annually on May 1, 2020 through 2043. Interest on the Series 2017B Bonds will be payable semi-annually on May 1 and November 1, commencing on November 1, 2017.

STRUCTURING CONSIDERATIONS: The City has been in discussion with the Developer on the anticipated completion of the Project and when Contract for Deed payments from the Developer will be available in an amount sufficient to make the debt service payments on the Series 2017B Bonds. As a result of those discussions, and as authorized by the terms of the Development Agreement between the Developer and the City, the principal amount of the Series 2017B Bonds includes capitalized interest in an amount sufficient to make the interest payments on the Series 2017B Bonds due November 1, 2017 through and including November 1, 2018. Thereafter, the Series 2017B Bonds has been structured with level debt service. The first principal payment will be May 1, 2020 and the final principal payment will be May 1, 2043, to coincide with the end of the Tax Increment District.

OPTIONAL REDEMPTION: Subject to negotiation. The Series 2017B Bonds will have an optional call provision. Optional redemption will be at a price equal to 100% of the face amount of the Series 2017B Bonds plus interest accrued thereon to the date of redemption.

RATING: A rating application will be made Moody's Investors Service. Moody's recently affirmed the City's general obligation rating of Aa1 and assigned a rating of "Aa3" to the City's Annual Appropriation Bonds, Taxable Series 2017A (FargoDome Project). The Series 2017B Bonds are expected to be rated "Aa3". Moody's rating criteria for annual appropriation bonds states that parking garages attached to non-essential City facilities are considered less essential and will generally be rated two notches below the issuer's general obligation rating.

TAXABLE BONDS: The City determined to issue the Series 2017B Bonds as taxable obligations and therefore not subjecting the Series 2017B Bonds to ongoing compliance considerations for facilities such as the Project that may have over time some private uses. As taxable obligations, the Series 2017B Bonds are not subject to the federal arbitrage and rebate regulations.

DISCLOSURE: Springsted Incorporated, the City's Municipal Advisor, will prepare the Official Statement for the Series 2017B Bonds. The City will enter into a Continuing Disclosure Agreement with the Underwriter for the Series 2017B Bonds.

SCHEDULES ATTACHED: Attached are the sources and uses of funds; projected semiannual debt service and projected annual net debt service for the Series 2017B Bonds.

$17,260,000

City of Fargo, North Dakota

Annual Appropriation Bonds, Taxable Series 2017B
(Block Nine Project)

Sources & Uses

Dated 07/20/2017 | Delivered 07/20/2017

Sources Of Funds	
Par Amount of Bonds	$17,260,000.00
Total Sources	**$17,260,000.00**
Uses Of Funds	
Deposit to Project Construction Fund	15,000,000.00
Deposit to Debt Service Reserve Fund (DSRF)	1,143,145.00
Deposit to Capitalized Interest (CIF) Fund	873,451.58
Total Underwriter's Discount (0.825%)	142,395.00
Costs of Issuance	100,550.00
Rounding Amount	458.42
Total Uses	**$17,260,000.00**

$17,260,000

City of Fargo, North Dakota

Annual Appropriation Bonds, Taxable Series 2017B

(Block Nine Project)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Calendar Year Total
11/01/2017	-	-	191,363.58	191,363.58	191,363.58
05/01/2018	-	-	341,044.00	341,044.00	
11/01/2018	-	-	341,044.00	341,044.00	682,088.00
05/01/2019	-	-	341,044.00	341,044.00	
11/01/2019	-	-	341,044.00	341,044.00	682,088.00
05/01/2020	465,000.00	2.250%	341,044.00	806,044.00	
11/01/2020	-	-	335,812.75	335,812.75	1,141,856.75
05/01/2021	475,000.00	2.550%	335,812.75	810,812.75	
11/01/2021	-	-	329,756.50	329,756.50	1,140,569.25
05/01/2022	490,000.00	2.720%	329,756.50	819,756.50	
11/01/2022	-	-	323,092.50	323,092.50	1,142,849.00
05/01/2023	500,000.00	2.970%	323,092.50	823,092.50	
11/01/2023	-	-	315,667.50	315,667.50	1,138,760.00
05/01/2024	520,000.00	3.150%	315,667.50	835,667.50	
11/01/2024	-	-	307,477.50	307,477.50	1,143,145.00
05/01/2025	535,000.00	3.300%	307,477.50	842,477.50	
11/01/2025	-	-	298,650.00	298,650.00	1,141,127.50
05/01/2026	555,000.00	3.430%	298,650.00	853,650.00	
11/01/2026	-	-	289,131.75	289,131.75	1,142,781.75
05/01/2027	570,000.00	3.530%	289,131.75	859,131.75	
11/01/2027	-	-	279,071.25	279,071.25	1,138,203.00
05/01/2028	595,000.00	3.630%	279,071.25	874,071.25	
11/01/2028	-	-	268,272.00	268,272.00	1,142,343.25
05/01/2029	615,000.00	3.730%	268,272.00	883,272.00	
11/01/2029	-	-	256,802.25	256,802.25	1,140,074.25
05/01/2030	640,000.00	3.880%	256,802.25	896,802.25	
11/01/2030	-	-	244,386.25	244,386.25	1,141,188.50
05/01/2031	665,000.00	3.980%	244,386.25	909,386.25	
11/01/2031	-	-	231,152.75	231,152.75	1,140,539.00
05/01/2032	695,000.00	4.130%	231,152.75	926,152.75	
11/01/2032	-	-	216,801.00	216,801.00	1,142,953.75
05/01/2033	720,000.00	4.130%	216,801.00	936,801.00	
11/01/2033	-	-	201,933.00	201,933.00	1,138,734.00
05/01/2034	755,000.00	4.230%	201,933.00	956,933.00	
11/01/2034	-	-	185,964.75	185,964.75	1,142,897.75
05/01/2035	785,000.00	4.230%	185,964.75	970,964.75	
11/01/2035	-	-	169,362.00	169,362.00	1,140,326.75
05/01/2036	820,000.00	4.330%	169,362.00	989,362.00	
11/01/2036	-	-	151,609.00	151,609.00	1,140,971.00
05/01/2037	855,000.00	4.330%	151,609.00	1,006,609.00	
11/01/2037	-	-	133,098.25	133,098.25	1,139,707.25
05/01/2038	895,000.00	4.380%	133,098.25	1,028,098.25	
11/01/2038	-	-	113,497.75	113,497.75	1,141,596.00
05/01/2039	935,000.00	4.380%	113,497.75	1,048,497.75	
11/01/2039	-	-	93,021.25	93,021.25	1,141,519.00
05/01/2040	975,000.00	4.430%	93,021.25	1,068,021.25	
11/01/2040	-	-	71,425.00	71,425.00	1,139,446.25
05/01/2041	1,020,000.00	4.430%	71,425.00	1,091,425.00	
11/01/2041	-	-	48,832.00	48,832.00	1,140,257.00
05/01/2042	1,065,000.00	4.480%	48,832.00	1,113,832.00	
11/01/2042	-	-	24,976.00	24,976.00	1,138,808.00
05/01/2043	1,115,000.00	4.480%	24,976.00	1,139,976.00	
11/01/2043	-		-	-	1,139,976.00
Total	$17,260,000.00	-	$11,676,169.58	$28,936,169.58	$28,936,169.58

Yield Statistics

Bond Year Dollars	$278,602.39
Average Life	16.142 Years
Average Coupon	4.1909797%
Net Interest Cost (NIC)	4.2420902%
True Interest Cost (TIC)	4.2235914%
Bond Yield for Arbitrage Purposes	4.1499730%
All Inclusive Cost (AIC)	4.2761056%

IRS Form 8038

Net Interest Cost	4.1909797%
Weighted Average Maturity	16.142 Years

$17,260,000

City of Fargo, North Dakota

Annual Appropriation Bonds, Taxable Series 2017B
(Block Nine Project)

NET DEBT SERVICE SCHEDULE -- Accrual Basis

Calendar Year	Principal Due	Principal	Coupon	Interest	Total P+I	Debt Service Reserve (Investment Earnings Estimated at 1.25%)	Capitalized Interest	Net New D/S
2017	5/1/2017	-	-	191,363.58	191,363.58	(6,380.07)	(191,363.58)	(6,380.07)
2018	5/1/2018	-	-	682,088.00	682,088.00	(14,279.43)	(682,088.00)	(14,279.43)
2019	5/1/2019	-	-	682,088.00	682,088.00	(14,279.43)	-	667,808.57
2020	5/1/2020	465,000.00	2.250%	676,856.75	1,141,856.75	(14,279.43)	-	1,127,577.32
2021	5/1/2021	475,000.00	2.550%	665,569.25	1,140,569.25	(14,279.43)	-	1,126,289.82
2022	5/1/2022	490,000.00	2.720%	652,849.00	1,142,849.00	(14,279.43)	-	1,128,569.57
2023	5/1/2023	500,000.00	2.970%	638,760.00	1,138,760.00	(14,279.43)	-	1,124,480.57
2024	5/1/2024	520,000.00	3.150%	623,145.00	1,143,145.00	(14,470.68)	-	1,128,674.32
2025	5/1/2025	535,000.00	3.300%	606,127.50	1,141,127.50	(14,277.03)	-	1,126,850.47
2026	5/1/2026	555,000.00	3.430%	587,781.75	1,142,781.75	(14,277.03)	-	1,128,504.72
2027	5/1/2027	570,000.00	3.530%	568,203.00	1,138,203.00	(14,277.03)	-	1,123,925.97
2028	5/1/2028	595,000.00	3.630%	547,343.25	1,142,343.25	(14,277.03)	-	1,128,066.22
2029	5/1/2029	615,000.00	3.730%	525,074.25	1,140,074.25	(14,277.03)	-	1,125,797.22
2030	5/1/2030	640,000.00	3.880%	501,188.50	1,141,188.50	(14,277.03)	-	1,126,911.47
2031	5/1/2031	665,000.00	3.980%	475,539.00	1,140,539.00	(14,277.03)	-	1,126,261.97
2032	5/1/2032	695,000.00	4.130%	447,953.75	1,142,953.75	(14,333.03)	-	1,128,620.72
2033	5/1/2033	720,000.00	4.130%	418,734.00	1,138,734.00	(14,276.33)	-	1,124,457.67
2034	5/1/2034	755,000.00	4.230%	387,897.75	1,142,897.75	(15,578.08)	-	1,127,319.67
2035	5/1/2035	785,000.00	4.230%	355,326.75	1,140,326.75	(14,260.08)	-	1,126,066.67
2036	5/1/2036	820,000.00	4.330%	320,971.00	1,140,971.00	(14,260.08)	-	1,126,710.92
2037	5/1/2037	855,000.00	4.330%	284,707.25	1,139,707.25	(14,260.08)	-	1,125,447.17
2038	5/1/2038	895,000.00	4.380%	246,596.00	1,141,596.00	(14,337.08)	-	1,127,258.92
2039	5/1/2039	935,000.00	4.380%	206,519.00	1,141,519.00	(15,521.11)	-	1,125,997.89
2040	5/1/2040	975,000.00	4.430%	164,446.25	1,139,446.25	(14,243.35)	-	1,125,202.90
2041	5/1/2041	1,020,000.00	4.430%	120,257.00	1,140,257.00	(14,524.35)	-	1,125,732.65
2042	5/1/2042	1,065,000.00	4.480%	73,808.00	1,138,808.00	(14,239.84)	-	1,124,568.16
2043	5/1/2043	1,115,000.00	4.480%	24,976.00	1,139,976.00	(1,144,720.97)	-	(4,744.97)
-		$17,260,000.00	-	$11,676,169.58	$28,936,169.58	(1,511,020.92)	(873,451.58)	$26,551,697.08

SIGNIFICANT DATES

Dated Date	7/20/2017
Delivery Date	7/20/2017
First Coupon Date	11/01/2017

Yield Statistics

Bond Year Dollars	$278,602.39
Average Life	16.142 Years
Average Coupon	4.1909797%
Net Interest Cost (NIC)	4.2420902%
True Interest Cost (TIC)	4.2235914%
Bond Yield for Arbitrage Purposes	4.1499730%
All Inclusive Cost (AIC)	4.2761056%

IRS Form 8038

Net Interest Cost	4.1909797%
Weighted Average Maturity	16.142 Years

CITY OF Fargo

(3)

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

MEMORANDUM

DATE: June 1, 2017

TO: City Commission

FROM: Dan Mahli, Community Development Administrator

RE: Certified Local Government Grants

The Fargo Historic Preservation Commission applied for and was awarded a 2017 Certified Local Government (CLG) grant from the State Historical Society of North Dakota for $9,000, grant number 38-17-141296-27.

The funds will be used to create a marker that commemorates Theodore Roosevelt's visit in 1910 to lay the cornerstone of the Carnegie Library, which once stood near Island Park. The monument marker will incorporate the original building cornerstone.

Fargo is hosting the 2017 annual CLG meeting, and the grant funds will also cover that expense.

Recommended Action: Accept the 2017 CLG grant award to the City of Fargo from the State Historical Society of North Dakota.

Printed on Recycled paper.

STATE HISTORICAL SOCIETY
CLG (Certified Local Government) AGREEMENT
FOR
NATIONAL PARK SERVICE'S
HISTORIC PRESERVATION GRANT FUNDS
2017

Catalog of Federal Domestic Assistance Number 15-904

THIS AGREEMENT, for the purpose of implementing the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.) is entered into by and between the STATE OF NORTH DAKOTA through the STATE HISTORICAL SOCIETY OF NORTH DAKOTA with its principal place of business at Bismarck, North Dakota, hereinafter called the "SOCIETY," and the City of Fargo, with its principal place of business at Fargo, ND, hereinafter called the "GRANTEE."

The parties recite and declare:

THAT SOCIETY desires to have performed **Administration of the Fargo CLG, research design and installation of a Carnegie Library Monument and host the CLG Conference** hereafter called the "Project," for the purposes described in the State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2017, a copy of which is found as Attachment 1 to this Agreement, and;

That it is the desire of GRANTEE that the SOCIETY share in the funding and administration of the Project, and to further act as agent of the National Park Service, a division of the United States Department of Interior, to assure satisfactory performance;

THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows;

SECTION I. WORK STANDARDS

A. Work performed by GRANTEE will, at a minimum, be done in strict accordance with the standards outlined in Attachment 1 (State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2017) of this Agreement and the submitted proposal and related correspondence found as Attachment 2 of this Agreement.

B. Any modification which materially alters the Project scope of work, materials to be produced, reporting/products submittal dates, or items in the budget must have written approval of SOCIETY before such change is implemented.

C. All products developed to identify, evaluate, or preserve historic properties and which were generated using Project funds must be in compliance with the Secretary of Interior's "Standards for Historic Preservation."

D. Work performed under this agreement must be supervised by personnel meeting qualification requirements in 36 CFR §61.6(e)(2)(ii) as set forth in the Secretary of the Interior's Historic Preservation Professional Qualifications Standards.

SECTION II. CONTRADICTIONS BETWEEN AGREEMENT AND ATTACHMENTS 1 & 2 TO THIS AGREEMENT.

A. In the event contradictions in interpretation between this Agreement and Attachments 1 and 2 to this Agreement occur, the Agreement shall be considered the governing document.

SECTION III. GRANT AWARD

A. SOCIETY shall award a National Park Service's Historic Preservation grant in the amount of **nine thousand dollars ($9,000)** to GRANTEE for GRANTEE'S use in execution of the Project.

B. GRANTEE shall match the nine thousand dollars ($9,000) of grant monies awarded by SOCIETY with nonfederal funds, or donated labor, equipment and materials, or any combination thereof. The amount of match shall not be less than forty percent (40%) of the grant amount or **four thousand two hundred dollars ($4,200)** and the combined amount of grant and match shall not be less than six thousand nine hundred eighty dollars ($6,980) and shall be used only to execute the Project.

C. SOCIETY, in the event that the final cost of the Project is less than thirteen thousand two hundred dollars ($13,200), shall reimburse GRANTEE a maximum of sixty (60%) of the actual Project cost.

D. If the actual and final Project cost exceeds thirteen thousand two hundred dollars ($13,200), GRANTEE shall be solely responsible for payment of the excess amount.

E. Grant funds awarded to GRANTEE cannot be used as match in any other federal project.

SECTION IV. DONATED LABOR, EQUIPMENT, AND MATERIALS

A. When donated labor is used in whole or in part as GRANTEE'S nonfederal matching contribution, the reporting and use of this labor shall comply with the requirements set forth in Attachment 3 of this Agreement.

B. When donated equipment and material are used in whole or in part of GRANTEE'S nonfederal matching contribution, the use and reporting of this material and equipment shall comply with the requirements set forth in Attachment 4 of this Agreement.

C. When donated materials, labor, or equipment are used by GRANTEE on the Project, GRANTEE shall submit completed forms (Attachments 3 and 4) to SOCIETY within ninety (90) days of the

shall submit completed forms (Attachments 3 and 4) to SOCIETY within ninety (90) days of the use of the donation.

D. GRANTEE shall not submit as donated labor, equipment, or materials any labor, equipment, or materials which was obtained using federal funds or is used as nonfederal share to match any other federal grant program or contract.

SECTION V. NONEXPENDABLE PERSONAL PROPERTY

A. Nonexpendable personal property (as defined by Office of Management and Budget (OMB) Circular A-110, Attachment N, Section 2.c) purchased in whole or in part with National Park Service's Historic Preservation grant funds is the property of the SOCIETY, and shall be delivered to the SOCIETY at the end of the period of the grant award unless otherwise agreed to in writing by SOCIETY.

SECTION VI. DISTRIBUTION OF RESEARCH FINDINGS

A. During the effective dates of this Agreement any and all reports, information, data, and findings prepared or assembled under this Agreement shall be made available to any individual or organization through SOCIETY to the extent as provided under NDCC 55-02-07.1, and the publication of such information in any form must have prior written agreement from SOCIETY.

B. Any press release or other public dissemination of information about the Project must acknowledge the Department of Interior, National Park Service, and the SOCIETY'S grant support and must have prior written approval for dissemination from SOCIETY.

SECTION VII. PROJECT REPORTING

A. GRANTEE shall submit to the SOCIETY, on or before the last day of each month, reports of the Project's progress and any impediments which might delay progress. This report shall include a brief narrative description of GRANTEE'S performance and Project's development.

B. GRANTEE shall submit to SOCIETY reports, documents, or other materials as listed in Attachment 5 to Society for approval. These submittals must occur on or before the deadline listed for each on Attachment 5. After each submittal, SOCIETY will have at least thirty (30) days and no more than sixty (60) days to review each submittal and to return to GRANTEE a report of required modifications. GRANTEE must incorporate these modifications into the reports, documents or other material (as appropriate) before resubmittal of such to the SOCIETY.

C. GRANTEE shall submit to SOCIETY on or before May 1, 2017, a comprehensive report identifying the portion of the project that was completed before March 1, 2017. GRANTEE shall include a section of this report an accurate estimate of the amount of grant funds and nonfederal match that was spent on the project before March 1, 2017.

D. GRANTEE shall submit to Society within 30 days of project completion a report comparing completed activities, products, and expenses with those approved listed in the Project proposal (Attachment 2). This report must be submitted no later than May 1, 2017.

SECTION VIII. PUBLICATIONS, AND COPYRIGHTS

A. An acknowledgment of NPS support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by HPF grant funds. This acknowledgment shall be in the form of the following statement.

> The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, United States Department of Interior, and administered by the State Historical Society of North Dakota. However, the contents and opinions do not necessarily reflect the views or policies of the Department of Interior or the State Historical Society of North Dakota, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of Interior or the State Historical Society of North Dakota.
>
> This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:
>
> Office of Equal Opportunity
> National Park Service
> 1849 C Street, NW
> Washington, DC 20240

B. GRANTEE is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SOCIETY and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Furthermore, SOCIETY and/or the United States Government shall have the right at any time to modify, remove, obliterate, or ignore any of the markings on materials produced as a result of this agreement. GRANTEE shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner. The written copyright approval must indicate that the release of material extends to SOCIETY and/or the United States Government.

SECTION IX. REIMBURSEMENT

A. GRANTEE shall forward a request for reimbursement for the Project work performed to SOCIETY on SOCIETY-provided reimbursement forms (Attachment 6). Reimbursement will be paid according to the schedule found on Attachment 7. Reimbursements requests must list the federal share of expenses, the expenditure of GRANTEE match and the date on which each occurred. All other documentation required to substantiate Project costs (canceled checks, invoices, mileage logs, time sheets, work logs, and expense receipts, as applicable) shall be kept on file by GRANTEE and submitted upon request to SOCIETY.

B. All reimbursement requests and matching fund documentation for expenses incurred between March 1, 2017 and February 29, 2018 must be received by SOCIETY on or before May 1, 2018.

C. SOCIETY will withhold all reimbursement from GRANTEE until corrective measures are taken if GRANTEE submits reports that indicate a lack of progress or if GRANTEE does not meet report/material submission deadlines.

D. SOCIETY will not reimburse expenses for any product that does not meet the Secretary of Interior's "Standards" or does not conform to the terms and conditions of this contract.

E. GRANTEE shall reimburse SOCIETY for any and all overpayments on the Project, including but not limited to any work items, supplies, materials, equipment, wages, salaries or expenses if disallowed by SOCIETY and/or the National Park Service as part of their audit procedures.

F. GRANTEE agrees to document all allowable Project expense not reimbursed by federal funds and all in-kind donations of labor and/or equipment given to Project which exceeds the agreed upon match listed in Section III of this Agreement and submit the same to SOCIETY as Project match for SOCIETY's use.

SECTION X. PERIOD OF GRANT AWARD

A. The funds awarded to GRANTEE through this Agreement shall be available to the GRANTEE for use on the Project from March 1, 2017 through September 30, 2018. Expenses incurred by GRANTEE after September 30, 2018 will not be eligible for reimbursement. Funds awarded under the Agreement for which GRANTEE has not submitted eligible reimbursement requests on or before **November 1, 2018** or for which GRANTEE has submitted reimbursement requests but has not received reimbursement by December 1, 2018 (due to GRANTEE noncompliance with product submittal dates or standards) shall revert to SOCIETY, and GRANTEE shall under no circumstances, nor at any future time, be eligible to request nor receive all or any portion of the grant funds.

SECTION IX. PROHIBITION OF TRANSFER OF INTEREST

A. GRANTEE shall not transfer interest in this Agreement, neither in whole or in part, without the express written consent of SOCIETY.

SECTION XII. ACCOUNTING SYSTEMS, RECORD RETENTION AND AUDIT EXAMINATION

A. GRANTEE, upon signing this Agreement, assures SOCIETY that GRANTEE has an adequate accounting system and is able to administer the National Park Service's Historic Preservation grant according to accepted accounting standards appropriate to the amount of the grant.

B. SOCIETY, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representative shall have access to any books, documents, papers, notes, tapes, and records of GRANTEE which are directly pertinent to this Agreement, for the purpose of making audit examination, or to transcribe all or any portion of the above described materials (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).

C. GRANTEE shall maintain all administrative and fiscal records relating to the Project for three years after the final grant reimbursement is made by SOCIETY to GRANTEE and all other pending matters are closed (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).

D. GRANTEE shall comply with the Single Audit Act of 1996 and (OMB) Circular A-133 for state and local governments. Upon completion of the applicable audits, a letter from the auditor regarding the audit findings must be submitted to the SOCIETY.

SECTION XIII. COMPLIANCE WITH CIVIL RIGHTS ACT

A. GRANTEE shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., with regards to the Project for which the grant funds awarded shall be used.

SECTION XIV. ASSURANCES

A. All rules and regulations of the National Park Service, United States Department of the Interior, applicable to the conduct of a project under the National Historic Preservation Act of 1966 as amended, including the "Assurances" found as Attachment 8 to this Agreement, are made a part of this Agreement and are binding on both SOCIETY and GRANTEE.

B. GRANTEE shall comply with the regulations, policies, guidelines, and requirements, including Office of Management and Budget circulars A-21, A-87, A-102, A-122, and 48 CFR 31.2 as they relate to the application, acceptance and use of federal funds for this federally-funded grant.

SECTION XV. PROHIBITION ON LOBBYING

A. GRANTEE shall not include in requests for payment under this Agreement any costs to influence legislation pending before Congress. GRANTEE must conform to the provisions of 18 USC 1913:

> "No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or

indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

SECTION XVI. TERMINATION

A. SOCIETY, by written notice, may terminate this Agreement, in whole or in part, if GRANTEE fails to comply with the conditions of this Agreement. Upon determination by SOCIETY that GRANTEE has failed to comply with the conditions of this Agreement, SOCIETY shall promptly provide written notification to GRANTEE, of the determination, reasons for the termination, and the effective termination date. SOCIETY shall not, however, terminate this Agreement without first issuing a termination notice informing GRANTEE of reasons for termination and providing a period of not less than twenty-five (25) days for GRANTEE to take corrective measures. Grant funds awarded to GRANTEE by SOCIETY through this Agreement shall be suspended until required corrective measures have been taken by GRANTEE. No reimbursement requests for project costs incurred, whether before or after the date of notification of reasons for termination, will be processed by SOCIETY during the suspension period. No proposal for future funding may be considered by SOCIETY while GRANTEE is suspended. If GRANTEE fails to take corrective measure in the time allowed and if the contract between SOCIETY and GRANTEE is terminated for GRANTEE noncompliance, GRANTEE may be prohibited from submitting proposals to SOCIETY for future grant projects for a period of not less than three (3) years from the date of termination.

B. Upon termination as described in the above part A. of SECTION XII. the GRANTEE shall:

1. Immediately cancel as many outstanding project-incurred obligations as possible, and

2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination, and

3. Repay any or all grant funds received upon request by SOCIETY or alternatively, at SOCIETY'S discretion, pay to SOCIETY the amount needed to complete the project by a third party in accordance with the terms of this Agreement.

C. SOCIETY or GRANTEE may terminate this Agreement, in whole or in part, when both parties agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The SOCIETY and GRANTEE shall agree upon the termination conditions, the effective termination date and, in the case of partial terminations, the revised project requirements and guidelines.

D. Upon termination as described in the above part C. of SECTION XII. the GRANTEE shall:

1. Immediately cancel as many outstanding project-incurred obligations as possible, and
2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination and all documentation necessary for SOCIETY to make reimbursement for eligible project costs incurred by GRANTEE prior to the date of the termination. Extensions to the fifteen (15) day deadline may be requested in writing by GRANTEE. If SOCIETY agrees to the extension request, written notification of approval will be sent to GRANTEE.

E. GRANTEE may unilaterally cancel this Agreement any time prior to receiving the first reimbursement for eligible expenses incurred while Project work was performed. After initial reimbursement is received by GRANTEE, the Project may only be terminated, modified, or amended by GRANTEE after receiving written notification of the mutual agreement of SOCIETY.

F. SOCIETY reserves the right to cancel or modify this agreement should federal funding be rescinded or reduced or state laws or rules modified or changed in such a way that SOCIETY is unable to fulfill the terms of this Agreement.

G. SOCIETY reserves the right to cancel or modify this agreement should GRANTEE be unable to obtain any license, permit, or certificate required by law or regulation to be held by the GRANTEE to enable them to complete the Project.

SECTION XVII. EXTENSIONS

A. SOCIETY may grant extensions to most scheduled Project deadline dates, for a period of up to thirty (30) calendar days, in response to each written extension request submitted by GRANTEE. In no event may GRANTEE request an extension beyond the federal funding deadline of September 30, 2018.

SECTION XVIII. AMENDMENTS

A. This Agreement shall be amended only upon written request of either party and a receipt of written concurrence from the party to whom the request was made except as noted in Section XVII. of this Agreement.

SECTION XIX. PROPERTY OWNER CONSENT

A. Prior to entering private property and conducting field work, the GRANTEE shall obtain written consent from the property owner, or their authorized representative, unless authorized by Society to proceed with oral consent.

SECTION XX. PROCUREMENT

A. GRANTEE agrees to follow Federal competitive requirements found in 43 CFR 12 for all

purchases of goods and services made with Federal grant funds or nonfederal matching funds and to provide evidence this process was followed when requesting reimbursement.

B. GRANTEE agrees to abide by the federal conflict of interest restrictions as listed in 43 CFR 12.

SECTION XXI. DISCRIMINATION IN EMPLOYMENT PROHIBITED

A. GRANTEE agrees not to discriminate in employment practices by failing or refusing to hire a person; by discharging an employee; by according adverse or unequal treatment to a person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, or a term, privilege or condition of employment, because of race, color, religion, sex, national origin, age, physical or mental disability, or status with respect to marriage or public assistance. GRANTEE further agrees not to fail or refuse to make reasonable accommodations for an otherwise qualified person with a physical or mental disability or because of that person's religion.

SECTION XXII. NONDISCRIMINATION ON THE BASIS OF DISABILITIES

A. GRANTEE agrees to comply with Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 U.S.C. 794 et. seq.) and the provisions of the Americans with Disabilities Act (ADA) which requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. GRANTEE further agrees to operate the Project so that the Project, when viewed in its entirety, is readily accessible to and usable by qualified disabled person. However, this requirement does not necessarily require GRANTEE to make each of its existing historic properties or every part of a particular historic property accessible to and usable by qualified disabled persons.

SECTION XXIII. INDEPENDENT CONTRACTOR PROVISION

A. GRANTEE is not an employee of the SOCIETY and as such is not entitled to any employee related benefits. SOCIETY does not have the right to control the manner in which the work is completed or other details of the work except to the extent specified by the terms of the contract.

SECTION XXIV. AGE DISCRIMINATION

A. GRANTEE must comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, et seq.)

SECTION XXV. PERMITS

A. GRANTEES performing field work on land owned by an instrumentality of the State of North Dakota must obtain a permit for each calendar year in which the field work takes place. Copies of the valid permit must be submitted to SOCIETY before any work on State lands commences.

SECTION XXVI. ARTIFACT CURATION AND STORAGE

A. All analyzed artifacts shall be carefully washed, cataloged, recorded, and stored (or returned to landowner if requested). After analysis and final reporting, the artifacts shall be curated at the discretion of SOCIETY at either SOCIETY's facilities or facilities approved by SOCIETY. Artifacts curated at SOCIETY facilities by GRANTEE shall be curated according to SOCIETY's curation specifications.

SECTION XXVII. APPLICABLE LAW

A. This Agreement shall be governed by and construed in accordance with the law of the State of North Dakota.

SECTION XXVIII. ADDITIONAL REQUIREMENTS

A. GRANTEE agrees to comply with such other additional requirements as found on Attachment 9.

Dated this _____ day of _____.

STATE OF NORTH DAKOTA
STATE HISTORICAL SOCIETY OF NORTH DAKOTA

By: _____
Claudia J. Berg. Director

City of Fargo

By: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

On this _____ day of _____, in the year of _____ before me personally appeared Claudia J. Berg, Director, known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the State Historical Society of North Dakota executed the same.

(SEAL)

_____
Notary Public

My Commission Expires:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF)

On this _____ day of _____, in the year _____ personally appeared _____ known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the executed the same.

(SEAL)

_____
Notary Public

My Commission Expires:

Attachment 1

Certified Local Government Grant Program Application Guidelines

FFY 2017
March 1, 2017 – February 28, 2018

The State Historical Society of North Dakota (SHSND) has yet to receive information on the final Historic Preservation Fund (HPF) monies for Federal Fiscal Year (FFY) 2016. We anticipate a similar level to 2016 of $652,000. A minimum of 10% of the HPF funds will be dedicated to Certified Local Governments and available through a competitive grant award to the 7 CLGs in North Dakota.

Special note: Contracts will not be finalized until the SHPO has finalized HPF award with the National Park Service. Any major work (ie: hiring contractor) on projects should not occur until after contract is signed.

APPLICATION PROCESS

To apply for a portion of this funding, CLGs must submit **six (6)** complete copies of the application to the State Historical Society of North Dakota by **Monday, February 27, 2017.**

The application must contain the following items:

1) Completed Application Form (Attachment 2). A signed form is preferred but the CLG may submit an unsigned form with the application and wait to submit a signed form after the total amount of the grant has been finalized.

2) A comprehensive budget for the entire grant year (March 1, 2017 - February 28, 2018) which includes the combined expenses and match for all projects.

3) A proposal for each project which includes the following:

   a) A narrative description of the project. The narrative should include the importance, goals and objectives of the project, public benefit, how this project will further local, regional or state historic preservation plans.

   b) A list of products which will result from the project, (contexts, nominations, survey reports, brochures, historic preservation plans, public education activities, etc.).

   c) A time line with dates for submission of products and completion of goals

   d) A detailed budget, showing line item expenses, methods used to arrive at the figures, and match amounts and their sources.

4) A list of all current Historic Preservation Commission members, including the Coordinator (if applicable). The list must include each member's address, phone number, email address, position on the commission, and the rate that is used to evaluate their donated time.

5) A list of current city or county commissioners for the CLG and their contact information; include the chief elected officer of the local government.

6) Historic Preservation Commission meeting minutes which show that the Commission has approved the projects for which funding is being requested and has approved the submittal of the grant application.

7) The signed "Assurances-non-construction programs" form (Attachment 8)

The forms required for items 1 and 7, are attached. The forms must be signed by the chief elected officer of the county or city (i.e. president, mayor, chairman).

The application will be for funds to be spent from March 1, 2017 - February 28, 2018.

PROJECT INSTRUCTIONS

Each project must have a separate narrative, budget, time line and products list. General CLG administration, as well as each survey, nomination, or development project are considered separate projects. For example, if a CLG is planning to ask for funds for administering the CLG, for doing a survey, for writing a national register nomination, and for printing a brochure; that CLG would submit a separate narrative, budget, product list and time line for each of those four projects. (See the sample application.)

Each CLG must apply for an administrative budget. This should be project #1. The administration project must be a complete project with narrative and budget.

The Administration Project will contains activities pertinent to budget formulation and execution, personnel management, finance, property management, equal opportunity, and other "overhead" functions not directly attributable to specific projects. In accordance with National Park Service requirements, funding in this Program Area may not exceed 25% of the CLGs annual award.

BUDGET INFORMATION

All figures should be rounded to the nearest dollar and miscellaneous categories are not eligible.

Allowable travel costs cannot exceed the rates established by the State of North Dakota:

1) The rate for mileage cannot exceed 57.5¢ per mile to a geographic point 300 miles each way from the borders of the state, and 18¢ per mile for the remaining distance.

2) The rate for meals cannot exceed $35.00 (Breakfast: $7, Lunch $10.50, Dinner: $17.50) per day per person in North Dakota; federal rates apply outside of North Dakota and vary per city.

3) The rate paid for in state lodging cannot exceed $69.30 plus tax per night per person unless noted on the following table

CITY	COUNTIES	**October 1, 2016 - September 30, 2017**
Dickinson Beulah	Stark Mercer Billings	$96.30
Williston	Williams, Mountrail, McKenzie	$110.70

Federal rates apply outside of North Dakota and vary per city. If you need out-of-state rates for travel, please contact Amy Munson.

MATCH

All requested funds must be matched by local funding or in-kind donations. **The minimum match amount is 40%.**

Each project does not have to have 40% match but the cumulative match for the total grant must be 40%. The cumulative match must equal the total match on the application form.

CALCULATING MATCH

The minimum required match is 40% of the project total. The project total is the amount of the requested federal funds **added** to the amount of match provided. It is not 40% of the federal amount. To calculate the minimum amount of match required use the following formula:

(Federal Funds requested/0.6) X 0.4 = minimum required match

Example: If requesting $3500 in federal funds:

$3500 ÷ 0.6 = $5833 (total project costs);
$5833 x 0.4 = $2333. (total matching funds)

The minimum amount of match needed is $2333.

PAYMENT

The type of contract that will be written is "reimbursement." CLGs will be required to submit expense receipts, in-kind labor and material forms, and a reimbursement form. SHSND will reimburse the CLG after verifying the expense and match. However, reimbursement requests will not be honored if products are overdue or if the cumulative amount of match submitted is low in comparison to the amount of reimbursement paid.

DEADLINE

The application must be received in the State Historic Preservation Office by 5:00 p.m. on **Monday, February 27, 2017.**

CRITERIA

In addition to the ability of an applicant to generate the required matching contribution, all applications will be evaluated with regard to standardized evaluation criteria.
The proposal will be judged by what degree it demonstrates that:

- the applicant understands historic preservation goals and requirements.
- the proposed project is feasible and HPF eligible
- budget amounts are sufficient to accomplish the project as proposed.
- supporting rationale and documentation are adequate to justify budget line items.
- the contract amount is reasonable for the project.
- the planning and scheduling techniques assure quality performance.
- the quality of work done previously by the CLG meets Society's standards.
- the CLG has performed satisfactorily in past years.
- the proposed schedule will meet SHSND needs.
- the proposed project will meet SHSND comprehensive plan goals.

All application reviewers will be given information regarding CLG's performance on previous projects. This information will include any discrepancies between project deadlines and work completion dates, the accuracy of budget projections, and the quality of work performed.

STANDARDS FOR PROJECTS

Standards for survey, planning, and National Register projects are attached. Projects proposed in these areas must follow the required standards. If a context or an archeological survey project is going to be proposed, the Society should be contacted for further information.

Send completed applications to:

Amy Munson
Grants & Contracts Officer
State Historical Society of North Dakota
612 East Boulevard
Bismarck ND 58505

Questions should be directed to Amy at (701)328-3573 or e-mailed to amunson@nd.gov.

ENCLOSURES:

- CLG Grant Program Application Guide
- Proposal Development: Goals & Objectives
- Sample CLG Application
- Application Checklist
- Application Form (Attachment 2)
- Assurances – Non-construction Programs (Attachment 8)
- Requirements for National Register, Planning, and Survey Projects

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or disability. Any person who believes she or he has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Mail Stop 2255 Washington, D.C. 20240.

HISTORIC PRESERVATION FUND GRANT APPLICATION FORM

CLG NAME: City of Fargo

MAILING ADDRESS: 200 3rd St N

CITY, STATE, ZIP: Fargo, ND 58102

CONTACT PERSON: Dawn Mayo

TITLE: Assistant Planner

PHONE: 701-476-4137 E-MAIL: dmayo@cityoffargo.com

ADDRESS: Same

PROJECT PERIOD

Start Date: 3/1/2017 End Date: 2/28/2018

PROJECTS

Project 1: ADMIN

Project 2: MONUMENT

Project 3:

Project 4:

FEDERAL FUNDS and MATCHING SHARE:

FEDERAL FUNDS	$6,300
MATCHING SHARE	$4,200
TOTAL PROJECT COST	$10,500

I certify that I understand the terms and conditions relating to the use of HPF grant funds. I understand that I may not proceed with any project work for which reimbursement is expected until I receive written notification from the State Historical Society of North Dakota that the project has been approved. I also certify that the organization I represent has sufficient resources to satisfy the proposed matching share.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL — TITLE: Mayor — DATE: 2/27/17

Return Applications to:

Grants & Contracts Officer
Historic Preservation Division
State Historical Society of North Dakota
North Dakota Heritage Center
612 East Boulevard Avenue
Bismarck, ND 58505-0830

2017 CLG Grant Application – Fargo Historic Preservation Commission

ADMINISTRATION PROJECT – NARRATIVE

Project Purpose and Intent
The Fargo Historic Preservation Commission (FHPC) intends to use the requested administrative funds to support its ongoing work, as it relates to National Register/Eligible properties in the City of Fargo.

Project Need
The FHPC will provide part of its grant match through attendance at the CLG meeting and regular meetings.

Product List

1. Travel to CLG Meeting
2. Members will attend regular FHPC monthly meetings, annual CLG meeting and work on FHPC projects

Timeline

March 2017 – February 2018 Regular FHPC meetings/CLG meeting

ADMIN BUDGET	Match	HPF	Total
Travel to CLG Meeting	$0	$300	$300
FHPC (Meetings/Activities/Supplies/Postage)	$1200	$0	$1200
SUBTOTAL	**$1200**	**$300**	**$1500**

CONSTRUCT AND INSTALL CARNEGIE LIBRARY MONUMENT – NARRATIVE

Project Purpose and Intent
To preserve and display a historic building cornerstone. In 1910, President Theodore Roosevelt laid the cornerstone for a Carnegie Library, which was subsequently built near Island Park. The building no longer exists, but the cornerstone was salvaged. An effort is currently underway to design a marker to display and interpret the cornerstone, the inscription, the dedication event which featured President Roosevelt, and the Carnegie Library.

Project Need
This is an opportunity to highlight an important Fargo historical event and building.

Use of funds
Funds will be used to pay for costs related to the design, construction, and installation of the marker.

Product List
An interpretive marker featuring the historic cornerstone.

2017 CLG Grant Application – Fargo Historic Preservation Commission

Timeline

Research and Design	March-May 2017
Request for Proposals	June 2017
Production of Monument	July-August 2017
Installation of Monument	September 2017

MONUMENT BUDGET	Match	HPF	Total
Research, Design, Production and Installation of Monument	$3,000	$6,000	$9,000
SUBTOTAL	**$3,000**	**$6,000**	**$9,000**

COMPREHENSIVE BUDGET SUMMARY	Match	HPF	Total
PROJECT – ADMIN	$1,200	$300	$1,500
MONUMENT	$3,000	$6,000	$9,000
TOTAL BUDGET	**$4,200**	**$6,300**	**$10,500**

2017 Fargo Historic Preservation Commission

Michael Burns, Chair
2878 Lilac Lane N
Fargo, ND 58102
218-233-6621
mike@mjbaltd.com
Hourly Rate: $33.76 (Architect)

Vacant, Vice Chair

Christine Kloubec
620 8th St S
Fargo, ND 58103
701- 235-8872
back400@centurylink.net
Hourly Rate: $16.39

Matt Boreen
805 6th St S
Fargo, ND 58103
701-200-3458
matthew.boreen@gmail.com
Hourly Rate: $30.00 (Architect)

Paul Gleye
311 8th St S
Fargo, ND 58103
701-231-5789
paul.gleye@ndsu.edu
Hourly Rate: $51.05 (Architect)

Mike Hahn
210 Broadway, Ste. 202
Fargo, ND 58103
701-298-6965
mike@downtownfargo.com
Hourly Rate: $15.91

Heather Fischer
1110 7th St S
Fargo, ND 58103
367-6376
heatherfischer@gmail.com
Hourly Rate $31.83 (Architect)

Dawn Mayo, CLG Coordinator
200 3rd St N
Fargo, ND 58102
701-476-4137
dmayo@cityoffargo.com
Hourly Rate: $31.25

2017 Fargo City Commission

Mayor Tim Mahoney, MD
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: tmahoney@cityoffargo.com

Commissioner Tony Grindberg
200 North Third Street
Fargo, ND 58102
(701) 793-3763
Fax: (701) 476-4136
E-mail: tgrindberg@cityoffargo.com

Commissioner Dave Piepkorn
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: dpiepkorn@cityoffargo.com

Commissioner John Strand
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: jstrand@cityoffargo.com

Tony Gehrig
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: tgehrig@cityoffargo.com

BOARD OF HISTORIC PRESERVATION COMMISSIONERS
MINUTES

Regular Meeting: **Tuesday:** **February 21, 2017:**

The Regular Meeting of the Board of Historic Preservation Commissioners of the City of Fargo, North Dakota, was held in the City Commission Room at City Hall at 8:00 o'clock a.m., Tuesday, February 21, 2017.

The Historic Preservation Commissioners present or absent were as follows:

Present: Michael Burns, Mike Hahn, Christine Kloubec, Heather Fischer, Matthew Boreen

Absent: Andrew Nielsen, Paul Gleye

Chair Burns called the meeting to order and welcomed Members to the meeting.

Item 1: Minutes: Regular Meeting of January 17, 2017

Mr. Hahn moved the minutes of the January 17, 2017 Historic Preservation Commission meeting be approved. Second by Ms. Fischer. All Members present voted aye and the motion was declared carried.

Item 2: 389 8th Ave S – HOD Review (Island Park Addition): APPROVED

Assistant Planner Dawn Mayo introduced the proposed infill property project noting the project would include development of 3 condo units facing 4th Street South, which include attached 2-stall garages; an additional 3 parking spots; and 3 detached storage units with a dumpster location to be included on the property. She added a zoning change from SR-3, Single-Dwelling Residential with a H-O, Historic Overlay, to SR-5, Single-Dwelling Residential with a H-O, Historic Overlay was approved for this property at the February 7, 2017 Planning Commission meeting.

Chris Hawley, Chris Hawley Architects, spoke on behalf of the project.

The following area property owners spoke in opposition of the proposed project stating the following concerns: the height and orientation of the new structure; the distance between the proposed setbacks from the building to the sidewalks; the small size of the units and lack of yard space for potential families that may move into these units; and the compatibility of the proposed structure to the neighborhood.

Lee Watkins, 384 8th Avenue South
JoAnn and Jim Alger, 330 8th Avenue South
Natasha Neihart, 1102 9th Street South
Eric J. Dahlgren, 347 9th Avenue South (submitted a letter in opposition)

Ms. Fischer moved to approve the project as presented. Second by Mr. Boreen. Members Boreen, Burns, Fischer, and Kloubec voted aye. Member Hahn voted nay. The motion was declared carried.

Item 3: Metro Drug – Storefront Grant Review: APPROVED WITH CONDITION
Ms. Mayo provided a brief summary of the proposed project for façade renovation at 123 Broadway North, noting the eligible components of the renovation are as follows: remove and replace non-historic storefront on Broadway; install new storefront windows on 2nd Avenue, similar to historic photos; replace 2nd floor windows on Broadway face with triple-hung windows; stall additional storefront entrances on 2nd Avenue to accommodate new businesses; and repair masonry where needed. She stated staff is recommending a finding of "No Historic Properties Affected".

Mike Zimney, The Kilbourne Group, spoke on behalf of the project.

David Shultz, Shultz + Associates Architects, presented handouts of project renderings to the Board Members and provided an overview of the work to be done.

Ms. Kloubec moved to approve the project with the following condition:

1) Raise the elevation of the 2nd Avenue North storefront to match the 1905 photograph of this property.

Second by Mr. Boreen. All Members present voted aye and the motion was declared carried.

Item 4: 2017 Certified Local Government Grant Application
Ms. Mayo reviewed with the Board Members the potential ideas that could be submitted for the 2017 Certified Local Government (CLG) Grant including an oral history project or updating surveys in the Jefferson Neighborhood.

Discussion was held regarding a potential project that would include restoration/reinstallation of an existing artifact from the Hawthorne Neighborhood by providing construction of a new base/monument for a salvaged cornerstone for the demolished Carnegie Library.

Mr. Hahn moved the Historic Preservation Commission grant the cornerstone monument as the first priority for the CLG Grant and the oral history project as the second priority for the CLG Grant. Second by Ms. Fischer. All Members present voted aye and the motion was declared carried.

Item 5: Other Business
Ms. Mayo and Board Members expressed their appreciation and thanks for Andrew Nielsen's service and time as a Member of the Historic Preservation Commission.

Item 6: Liaison Reports
Mr. Boreen gave an update on items from the January 2017 Board of Adjustment meeting.

Item 7: Next Meeting – March 21, 2017
The time at adjournment was 9:35 a.m.

ATTACHMENT 8

OMB Approval No. 0348-OC40

ASSURANCES--NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

   the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made: and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f)
   Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c

and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176© of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Fargo	2-27-17

ATTACHMENT 3

Donated Labor

1. If the services performed by the donor are in the same skill area for which the employee is normally paid, the GRANTEE may value the donor's services at the rate the State of North Dakota pays for similar services (exclusive of fringe benefits and overhead costs).

2. If the services performed by donors are outside their normal profession or trade, the GRANTEE shall value the donor's service at the Federal minimum wage as stated in the Federal Fair Labor Standards Act.

3. All donated services shall be documented on the attached Donated Labor Time Sheet. The value of the donated labor shall only be used as the GRANTEE'S matching share if the donated labor is performed to accomplish work on the project.

4. Services paid under another federal grant or contract shall not be considered eligible as donated services by the SOCIETY.

5. Students in a federally funded work/study or Federal student loan program cannot contribute donated services as matching share for an HPF grant.

6. The maximum donation of services eligible as the GRANTEE'S matching share shall not exceed forty (40) hours per week per donation.

7. When donated labor is used by GRANTEE on the project, GRANTEE shall submit completed forms to SOCIETY within ninety (90) days of the use of donation.

DONATED LABOR TIME SHEET

Name ______________________________
Hourly Rate ______________________________
Rate Based On ______________________________

Project ______________________________
Project #: ______________________________
Time Period ______________________________

DATE	TIME				Work Performed	Total Hours	Hourly Rate	Total
	Start	End	Start	End				

TOTAL ______ ______

I certify that I am donating this labor as match for the above project. I further certify that I am not being paid with federal funds; if a student, I certify that I am not funded by any federal work study, federal loan, or federal scholarship program.

______________________________ ______________
Signature Date

ATTACHMENT 4

Donated Equipment & Materials

Donated supplies and materials such as office supplies, mileage, long distance phone costs, laboratory supplies, etc. can be used in whole or in part as the GRANTEE'S non-federal matching share on the condition that:

1. The donation is for supplies and materials required to complete the project.

2. Values assessed to the donations must be reasonable and must not exceed the fair market value at the time of donation.

3. The GRANTEE must provide the SOCIETY with written documentation to justify values assessed to the donations.

4. The GRANTEE must submit to the SOCIETY a property completed Donated Equipment & Materials Record, a copy of which is attached hereto, along with the documentation required above.

5. The GRANTEE shall submit completed forms to the SOCIETY within ninety (90) days of the use of the donation.

ATTACHMENT 4

Donated Equipment & Material Record

Project: _____ Grant #: _____

Name of Donor	Donor's Signature	Type of Item	☑ Donated	☑ Loaned	Date of Donation / Loan (if loaned also give hours of use)	Value of Donation / Loan (if loan give hourly rate)	Total Donation / Loan

I certify that this is an accurate record of equipment and materials donated and./or loaned for use.
Documentation supporting the values of donations/loans is attached.

_____ _____

Signature, Project Manager Date

ATTACHMENT 5

Product Schedule

Fargo CLG
38-17-151359-27

Administration

Coordinator Reports	Monthly; with the first set of minutes
Expense & Match Reports	Final Report due no later than November 2018
Fargo CLG Meeting Minutes	Within ten days of each meeting

Design and installation of a Carnegie Library Monument

Research and Design	March – May 2017
Submittal of draft to SHPO	May – Jun 2017
Request for Proposals	June 2017
Production of Monument	July – August 2017
Installation of Monument	September 2017

ATTACHMENT 6

REIMBURSEMENT REQUEST AND MATCH REPORTING FORM

for the Historic Preservation Grant Program administered by the State Historical

Project #: _____ Request #: _____

Project Name: _____ Grantee: _____

Time Period covered by this request: _____

	(a) Grant	(b) Match
1. Agreement amounts		
2. Amount of reimbursement requested		
3. Amount of match reported		
4. Total amount of reimbursement received (before this request)		
5. Total amount of match credited (before this request)		

Please attach all receipts, invoices, pay records, donated labor and equipment sheets, etc. required to document expenses.

CERTIFICATE FOR PAYMENT

I certify that to the best of my knowledge, information and belief the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all amounts have been incurred in conformance to the Agreement and have been claimed in previous Payment Requests, that all reporting requirements and scheduled activities have been met to dat, and that current payments requested herein is now due.

By: Date:

Position:

For State Historical Society of North Dakota Use Only

Certification For Payment

Project Personnel: Based on on-site inspections of work and/or review of reports and other materials submitted by the Grantee, I certify that to the best of my knowledge, information and belief that the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all reporting requirements and scheduled activities have been met to date, and that the Grantee is entitled to payment.

By: Date:

Grant Personnel: Based upon review of this Payment Request and attached auditable records, I certify that tot the best of my knowledge, information and belief that all amounts covered by this Payment Request have been incurred in conformance to the Agreement and have not been claimed in previous Payment Requests, and that the Grantee is entitled to payment .

By: Date:

My records concur with the above figures.

_____ _____

SHSND Grant Officer Date:

Attachment 7

Payment Schedule

Reimbursement will be made upon submittal of the Request for Reimbursement form. However if a deadline for products has been missed or amount of match submitted is low, payments will be withheld until the issues are corrected.

ATTACHMENT 8

OMB Approval No. 0348-OC40

ASSURANCES--NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

   the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made: and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f)
   Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c

and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176© of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

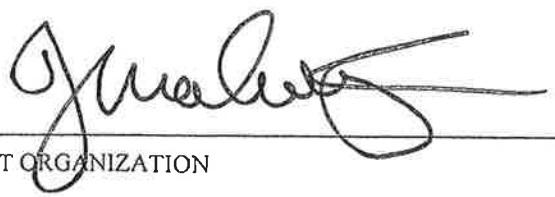
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Fargo	2-27-17

ATTACHMENT 9

Additional Requirements

Fargo CLG
38-17-151359-27

1) Please submit draft of design and any text to the ND SHPO for review.

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (07/2016)

(A)

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

Full, Legal Name of Gaming Organization: West Fargo Hockey Association

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: Ft Noks			
Street: 52 Broadway	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7-1-17	Ending Date(s) Authorized: 6-30-18		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site **(required)**: North East corner of the building			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date: 6/5/17
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

5a

$25.00
R1416
5-25-17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Kringen Club, Inc	7-1-17 to 6-30-18	

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Roger Roseth	Gaming Mgr	2329222

Business Address	City	State	Zip Code
722 2nd Ave N	Fargo	ND	58102

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Sons of Norway	722 2nd Ave N

City	State	Zip Code	County
Fargo	ND	58102	Cass

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

☒ Bingo ☐ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Bingo	60% of gross	

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)

Total: $ 5000 —

Intended uses of gaming proceeds: Charitable Donation

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Stein Rommesmo	3/23/17	President	701-232-9222

35.00 CC 5/30

(56)

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Sarah Talle Benefit	~~7/1~~ to ~~7/28~~	7/28/17
Person Responsible for the Gaming Operation and Disbursement of Net Income: Tina Matson	Title: lead Volunteer	Business Phone Number: 701-866-0144
Business Address	City	State / Zip Code
Mailing Address (if different): 1305 Queens Way #300	City: W. Fgo	State: ND Zip Code: 58078
Name of Site Where Game(s) will be Conducted: El Zagal Shrine	Site Address: 1429 3rd St N	
City: ~~West Fargo~~ Fargo	State: ND Zip Code: 58102	County: CASS

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

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Resort	~~$2,760.00~~

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ ~~2,760.00~~ 2,760.00

Intended uses of gaming proceeds: Medical Bills

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	5/17/17	lead Volunteer	701-866-0144

(50)

(C-25.00
5/31

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: United Way of Cass-Clay	Date(s) of Activity: 6-16-17 to 6-16-17	For a raffle, provide drawing date(s): 6-16-17	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Chantel Carlson	Title: Community Engagement manager	Business Phone Number: (701) 237-5050	
Business Address: 219 7th Street South	City: Fargo	State: ND	Zip Code: 58107
Mailing Address (if different): P.O. Box 1609	City: Fargo	State: ND	Zip Code: 58107
Name of Site Where Game(s) will be Conducted: Osgood Golf Course	Site Address: 4400 Clubhouse Dr S		
City: Fargo	State: ND / Zip Code: 58104	County: Cass	

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

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	4 win stickets (4)	$400.00
Raffle	TMI Hospitality Hotel voucher	$125.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 525.00

Intended uses of gaming proceeds: To put towards United Ways education initiatives.

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
	5-31-17	President	701-237-5050

5d

$25.00
V1040
5-31-17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: North Dakota Horse Park Foundation	Date(s) of Activity: 7/15/2017 to 8/20/2017	For a raffle, provide drawing date(s): July 15,16,21,22,23,28,29,30 Aug 8,19,20	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Mike Schmitz	Title: Board Member	Business Phone Number: (701) 527-7868	
Business Address: Po Box 1917	City: Fargo	State: ND	Zip Code: 58107-1917
Mailing Address (if different): Same	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: North Dakota Horse Park	Site Address: 5180 19th Ave N		
City: Fargo	State: ND	Zip Code: 58102	County: Cass

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

☐ Bingo ☐ Raffle ☐ Raffle Board ☒ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	Up to $12,000.00
	Not to exceed $5,000 per day	

Game Type	Description of Prize	Retail Value of Prize

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

Intended uses of gaming proceeds: To further the Charitible Purposes of the Horse Park, to Provide Opportunities for equine activities and equine education

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
	5-31-17	President	701-527-7868

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

(6)

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

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **RUTH ROMAN**
DIRECTOR OF PUBLIC HEALTH

DATE: **MAY 24, 2017**

RE: **NOTICE OF GRANT AWARD WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR PUBLIC WATER SUPPLY SUPERVISION PROGRAM – EPA BLOCK FOR $3,216 GRANT NUMBER G17.005 CFDA NO. 66.605**

This is a request to approve the attached Notice of Grant Award with the North Dakota Department of Health for public water supply program supervision for non community water systems for $3,216.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the North Dakota Department of Health agreement for the public water supply supervision program.

RR/LA
Enclosure

	NOTICE OF GRANT AWARD **RESTRICTED** **FUNDING** **SFN 59920 (1-2016)**	**NORTH DAKOTA DEPT. OF HEALTH (NDDoH)** **600 E BOULEVARD AVE, DEPT. 301** **BISMARCK, ND 58505-0200**		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17.005	Performance Partnership Grants	66.605	7/1/2017	6/30/2019
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
9/29/2015	Environmental Protection Agency	99861716	Program	
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.				
TITLE OF PROJECT/PROGRAM	Public Water Supply Supervision Program - EPA Block	**NDDoH PROJECT CODE**	HLH099 41	
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Greg Wavra, Division of Municipal Facilities	
ADDRESS	1240-25th Street South	**ADDRESS**	918 East Divide Avenue, Third Floor	
CITY/STATE/ZIP	Fargo, ND 58103-2367	**CITY/STATE/ZIP**	Bismarck, ND 58501-1947	
CONTACT NAME	Grant Larson, Director of Environmental Health	**CONTACT NAME**	Greg Wavra	
TELEPHONE NUMBER	701.241.1388	**TELEPHONE NUMBER**	701.328.5224	
EMAIL	glarson@cityoffargo.com	**EMAIL**	gwavra@nd.gov	

	NDDoH Cost Share	**Grantee Cost Share**	**Total Costs**
Amount Awarded	$3,216	$1,072	$4,288
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$3,216	$1,072	$4,288

SCOPE OF SERVICE	Grantee shall conduct an annual inspection of non-community water systems within the Health Unit as identified by the Department.
REPORTING REQUIREMENTS	All payments will be processed upon Department receipt and approval of inspection and expenditure reports unless otherwise specified in the Special Conditions. At the end of each State fiscal year, the final expenditure report for the period ending June 30th must be received by July 15th of each year during the award period..

INDIRECT RATE (check one)	**X** **Subrecipient waived indirect costs**	_____ **De minimus rate of 10%**	**Negotiated/Approved rate of** _____**%**

SPECIAL CONDITIONS	Funding for this award is restricted to $1,563 until such time as the Federal Award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by the Environmnetal Protection Agency. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 and (2) applicable State and Federal [Accounting Use Only _____ Requirements received] (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		**EVIDENCE OF NDDoH ACCEPTANCE**	
DATE 5/23/2017	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Ruth Roman, Director of Public Health		L. David Glatt, Chief, Environmnetal Health Section	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J. Mahoney, Mayor, City of Fargo		Arvy Smith, Deputy State Health 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 idenfified above.

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

(7)

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

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **RUTH ROMAN**
DIRECTOR OF PUBLIC HEALTH

DATE: **MAY 24, 2017**

RE: **NOTICE OF GRANT AWARDS FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH**

- **PHEP/EPR STATEWIDE MANAGEMENT TEAM NO. G17.040 CFDA NO. 93.069, $215,597**
- **PHEP/EPR ALL HAZARDS ALLOCATION NO. G17.016 CFDA NO. 93.069, $10,874**

The attached Notice of Grant Awards for $215,597 and $10,874 with the North Dakota Department of Health are for the Public Health Emergency Preparedness for Response (PHEP) Regional Staff Support and All Hazards.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the contracts for the public health emergency preparedness.

RR/LA
Enclosures

	NOTICE OF GRANT AWARD **RESTRICTED FUNDING** **SFN 59920 (1-2016)**	**NORTH DAKOTA DEPT. OF HEALTH (NDDoH)** **600 E BOULEVARD AVE, DEPT. 301** **BISMARCK, ND 58505-0200**		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17.040	Public Health Emergency Preparedness	93.069	7/1/2017	6/30/2018
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
	Department Of Health And Human Services		PROGRAM	
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.				
TITLE OF PROJECT/PROGRAM	PHEP/ EPR Statewide Management Team	**NDDoH PROJECT CODE**	6611 HLH3278-11	
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Tim Wiedrich	
ADDRESS	1240 25th Street South	**ADDRESS**	1720 Burlington Drive	
CITY/STATE/ZIP	Fargo, ND 58103-3267	**CITY/STATE/ZIP**	Bismarck, ND 58504	
CONTACT NAME	Ruth Roman	**CONTACT NAME**	Juli Sickler	
TELEPHONE NUMBER	701-241-1360	**TELEPHONE NUMBER**	701-328-2270	
EMAIL	rroman@FargoND.gov	**EMAIL**	jsickler@nd.gov	

	NDDoH Cost Share	**Grantee Cost Share**	**Total Costs**
Amount Awarded	$215,597	$0	$215,597
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$215,597	$0	$215,597

SCOPE OF SERVICE	Grantee will complete the activities identified in Attachment A.
REPORTING REQUIREMENTS	Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2018 must be received by July 13, 2018. A mid-year progress report, as prescribed by NDDoH, must be submitted by January 19, 2018 for the period July 1, 2017 through December 31, 2017. A year end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2018 for the period January 1, 2018 through June 30, 2018. Payments will be processed upon Department approval of expenditure reports and progress reports.

INDIRECT RATE (check one)	**X Subrecipient waived indirect costs**	**_____ De minimus rate of 10%**	**Negotiated/Approved rate of _____ %**
SPECIAL CONDITIONS	Funding for this grant is restricted until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries, routine in-state travel, standard rent and utilities, and connectivity/communication fees. Financial obligation of the Department is contingent upon funds being made available by the Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number CDC-RFA-TP17-1701.		

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only ___ Requirements received] and (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		**EVIDENCE OF NDDoH ACCEPTANCE**	
DATE 5/24/17	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Ruth Roman, Director of Public Health		Tim Wiedrich, Section Chief - Emergency Preparedness and Response Section	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J. Mahoney, Mayor, City of Fargo		Arvy Smith, Deputy State Health 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.

	NOTICE OF GRANT AWARD RESTRICTED FUNDING SFN 59920 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17,016	Public Health Emergency Preparedness	93.069	7/1/2017	6/30/2018
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
	Department Of Health And Human Services		Program	

THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.

TITLE OF PROJECT/PROGRAM	PHEP - All Hazards Allocation	**NDDoH PROJECT CODE**	6611 HLH3278-22
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Tim Wiedrich
ADDRESS	1240 25th Street South	**ADDRESS**	1720 Burlington Drive
CITY/STATE/ZIP	Fargo,ND 58103-2367	**CITY/STATE/ZIP**	Bismarck, ND 58504
CONTACT NAME	Ruth Roman	**CONTACT NAME**	Juli Sickler
TELEPHONE NUMBER	701-241-1360	**TELEPHONE NUMBER**	701-328-2270
EMAIL	rroman@FargoND.gov	**EMAIL**	jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$10,874	$0	$10,874
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$10,874	$0	$10,874

SCOPE OF SERVICE	Grantee will complete the activities identified in Attachment A.
REPORTING REQUIREMENTS	Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2018 must be received by July 13, 2018. A mid-year progress report, as prescribed by NDDoH, must be submitted by January 19, 2018 for the period July 1, 2017 through December 31, 2017. A year end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2018 for the period January 1, 2018 through June 30, 2018. Payments will be processed upon Department approval of expenditure reports and progress reports.

INDIRECT RATE (check one)	**X Subrecipient waived indirect costs**	**_____ De minimus rate of 10%**	**Negotiated/Approved rate of _____ %**

SPECIAL CONDITIONS	Funding for this grant is restricted until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries, routine in-state travel, standard rent and utilities, and connectivity/communication fees. Financial obligation of the Department is contingent upon funds being made available by the Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number CDC-RFA-TP17-1701.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 and [Accounting Use Only _____ Requirements received] (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE 5/24/17	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Ruth Roman, Director of Public Health		Tim Wiedrich, Section Chief - Emergency Preparedness and Response Section	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J. Mahoney, Mayor, City of Fargo		Arvy Smith, Deputy State Health 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.

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

(8)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 31, 2017

RE: NORTH DAKOTA DEPARTMENT OF COMMERCE, NORTH DAKOTA HOMELESS GRANT AMENDMENT
INSTRUMENT NUMBER 3973-NDHG16 FOR $2,700

Attached please find the following contract with the North Dakota Department of Commerce/DCS amendment for funds to support operational expenses at the Gladys Ray Shelter in the amount of $2,700.

No budget adjustment is required. Please feel free to call me at 241-1381, if you need additional information.

Suggested Motion: Move to approve the North Dakota Department of Commerce funding for the Gladys Ray Shelter.

RR/la
Enclosure

RECEIVED
MAY 17 2017
DEPT. OF COMMERCE

FINANCIAL AWARD
NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS
SFN 4623 (05/02)

PART I
BASIC INFORMATION & SIGNATORY SHEET

PROJECT TITLE North Dakota Homeless Grant	***INSTRUMENT TYPE*** ☑ Grant ☐ Contract ☐ Cooperative Agreement ***INSTRUMENT NUMBER*** 3973-NDHG16
RECIPIENT NAME AND ADDRESS Gladys Ray Shelter - City of Fargo 1519 1st Avenue South, Suite A Fargo, ND 58103	***GRANTOR*** ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 2, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300
RECIPIENT FEDERAL IDENTIFICATION NUMBER	***BUDGET/PROJECT PERIOD*** 7/1/16 - 6/30/17 ***DATE*** 05/09/17
RECIPIENT TYPE ☐ State Government ☐ Indian Tribal Government ☐ Local Government ☐ Individual ☐ Education ☐ For Profit Organization ☐ Hospital ☑ Other Nonprofit Organizations ☐ Other (Specify)_____	***FUNDING SOURCE*** ☐ Federal $_____ ☑ State $_____ ☐ Other $_____
FEDERAL AUTHORIZING LEGISLATION	***TYPE OF AWARD*** ☐ New ☐ Renewal ☑ Amendment No. 02
FEDERAL GRANT NUMBER	***CFDA NUMBER***
ADMINISTERING AGENCY Gladys Ray Shelter	***PROJECT ADMINISTRATOR*** Jan Eliassen ***TELEPHONE*** (701) 364-0116

PROCUREMENT METHOD (CONTRACTS)
☐ Formal Bid ☐ Noncompetitive Negotiation ☐ Small Purchase ☐ Competitive Negotiation

FUNDING AUTHORIZATION

1. DCS Funds Awarded This Action	$ 2,700.00	
2. DCS Carryover Funds Authorized	$	
3. DCS Previous Awards This Project Period	$ 58,500.00	
4. DCS Previous Deauthorizations This Project Period	$	
5. Current DCS Funds Authorized		$ 61,200.00
6. Recipient Share of Budget	$ 15,300.00	
7. Total Approved Budget		$ 76,500.00

REMARKS
This amendment adds $2,700 in NDHG funds for Homeless Prevention (Relocation and Stabilization). All funds provided under this award must be expended by June 30, 2017.

This award agreement is entered into by the *RECIPIENT* and *GRANTOR* specified above. The *RECIPIENT* agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.

EVIDENCE OF RECIPIENT ACCEPTANCE		*EVIDENCE OF GRANTOR ACCEPTANCE*	
NAME Jan Eliassen		***NAME*** Bonnie Malo	
TITLE Director		***TITLE*** Director	
SIGNATURE X Jan Eliassen	***DATE*** 5/15/2017	***SIGNATURE*** X Bonnie Malo	***DATE*** 5/22/2017

Ruth Roman 5/30/17

Mayor, City of Fargo Date

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

(9)

May 31, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102
RE: Submission of Grant Application for Federal COPS Hiring: **CFDA #16.710**

Dear Commissioners:

The Office of Community Oriented Policing Services is soliciting applications for their annual hiring grant. There is a local match requirement for this grant and as per City of Fargo policy I am requesting permission to submit an application.

The COPS Office will cover a maximum of 75% of the salary and benefits, up to a cap or "ceiling" of $125,000 for each grant funded officer for the entire three years. The entity accepting the grant funding will be required to provide a minimum 25% local match and cover any remaining cost after the $125,000 is applied.

If the Fargo Police Department were to pursue the funding for additional police officers under the provisions associated with this grant, the total cost to the City for each position is estimated as follows:

Police Officer Salary & Benefits (For three years)	$220,432
COPS Office Funding (up to 75% with a ceiling of $125,000)	$125,000
City of Fargo Funding Match per Position (minimum 25% plus the remainder)	**$95,432**

Applying for and receiving an award under this grant provides the City with an excellent means of mitigating the initial costs associated with hiring police officers. Anticipating the continued growth of Fargo over the next several years, both in terms of an increase in population and geographic size, it is likely the Fargo Police Department will need to add officers to keep pace with this growth. I anticipate applying and asking for two police officers under this grant.

The two grant funded positions would be separate and in addition to what I may ask for in a regular staffing budget proposal. In the interest of growing our department in a way that meets the needs of our community it seems prudent to submit our application in search of the funding that would off-set the initial costs associated with hiring these new officers. I am seeking authorization to submit an application and request funding for two additional police officer positions for budget year 2017.

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

Recommended Motion:

Authorize the police department to submit an application to the United States Department of Justice – Office of Community Oriented Policing Services requesting grant funding for two police officer positions for 2017.

Please contact me if you have any questions or concerns.

Sincerely,

David Todd
Chief of Police

Cc: Bruce Grubb – City Administrator
Kent Costin – Finance Director

CITY OF Fargo (10)

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

June 1, 2017

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

Subject: RFP Advertisement for Soft Drink and Bottled Water Supply Services – Civic Auditorium

Dear Commissioners:

The Civic Auditorium Commission is requesting approval to advertise a Request for Proposals (RFP) for a new soft drink and bottled water supply services agreement. The previous agreement at the Civic Auditorium recently expired and the Commission would like to seek competitive proposals for a new agreement. The new agreement would be for a three-year term with two optional one-year extensions. The new agreement would include items such as fountain dispensers, coolers, ancillary equipment, repair services, product, etc.

Attached for your review and consideration is a copy of an RFP advertisement to be published in the official newspaper June 12, 19 and 26, 2017. Funding for the agreement is include in the annual operating budget for the Civic Auditorium

Your consideration in this matter is greatly appreciated.

Sincerely,

Bruce P. Grubb

Bruce P. Grubb
City Administrator

Suggested Motion: To approve an RFP advertisement for soft drink and bottled water supply services at the Civic Auditorium (RFP17173).

Cc: Civic Auditorium Commission
Colleen Wadeson, Civic Administration
Rob Sobolik, Fargodome General Manager

Request for Proposals

CIVIC AUDITORIUM Soft Drink & Bottled Water Supply Services

Civic Auditorium Commission

The Civic Auditorium Commission is requesting proposals for the Soft Drink and Bottled Water Supply Services at the CIVIC AUDITORIUM.

Interested companies may receive the Request for Proposals (RFP) submittal instructions by contacting the CIVIC AUDITORIUM administrative offices by any of the following methods:

Mail: CIVIC AUDITORIUM

Attn: Colleen Wadeson

207 4th Street North

Fargo, ND 58102

Telephone: 701-241-1480

Fax: 701-241-1483

Email: cwadeson@cityoffargo.com

Questions regarding the content of the RFP submittal instructions are to be directed to the CIVIC AUDITORIUM, Colleen Wadeson, at 701-241-1480.

One (1) hard copy along with one (1) electronic version of the completed response must be received no later than 4:00pm CST Friday, June 30th, 2017, at the Administrative Office's Reception desk located at the CIVIC AUDITORIUM.

The Civic Auditorium Commission reserves the right to reject any or all proposals.

11a

City of Fargo Staff Report			
Title:	Osgood Townsite Fifteenth Addition	**Date:** **Update:**	4/21/2017 5/31/2017
Location:	4550 49th Ave S and 5050 47th St S	**Staff Contact:**	Kylie Murphy
Legal Description:	Lots 1 and 3, Block 1, Osgood Townsite Fourteenth Addition		
Owner(s)/Applicant:	Nate Vollmuth/Ulteig	**Engineer:**	Ulteig
Entitlements Requested:	**Minor Subdivision** (Replat of Lots 1 and 3, Block 1, Osgood Townsite Fourteenth Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: June 5, 2017		

Existing		Proposed
Land Use: Vacant		**Land Use:** No Change
Zoning: LC, Limited Commercial, with a C-O, Conditional Overlay and MR-3, Multi-Dwelling Residential		**Zoning:** No Change
Uses Allowed: LC, Limited Commercial allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service. MR-3, Multi-Dwelling allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children or adults, group living, parks and open space, religious institutions, safety services, schools, and basic utilities.		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: LC has a maximum of 55% building coverage and MR-3 has a maximum of 24 units per acre		**Maximum Lot Coverage Allowed:** No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Osgood Townsite Fifteenth Addition,** which is a replat of Lots 1 and 3, Block 1, Osgood Townsite Fourteenth Addition. The subject properties are located at 4550 49th Ave S and 5050 47th St S and encompass approximately 13.21 acres. The applicant is proposing four (4) lots, one (1) block minor subdivision.

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

Surrounding Land Uses and Zoning Districts:

- North: Across 49th Avenue South, LC, Limited Commercial with vacant land use
- East: LC, Limited Commercial with vacant land and bank uses
- South: Across 52nd Avenue South, GC, General Commercial with agricultural use
- West: MR-3, Multi-Dwelling with apartment use and across 47th Street South, P/I Public and Institutional and SR-4, Single-Dwelling Residential with park, twin home, and single-family use

Schools and Parks:

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

Parks: Osgood Park (4951 47th Street S) is located approximately ½ mile west of the subject property and offers basketball, grill, multipurpose field, picnic table, playground, and recreational trail amenities.

Pedestrian / Bicycle: There are off-road bike facilities located along 45th Street South and 52 Avenue South that are components of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to replat Lots 1 and 3, Block 1, Osgood Townsite Fourteenth Addition into four lots and one block to accommodate future development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
   (Criteria Satisfied)

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
   (Criteria Satisfied)

Planning Commission Recommendation: May 2, 2017

On May 2, 2017, with a 9-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Osgood Townsite Fifteenth Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Staff Recommendation:

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

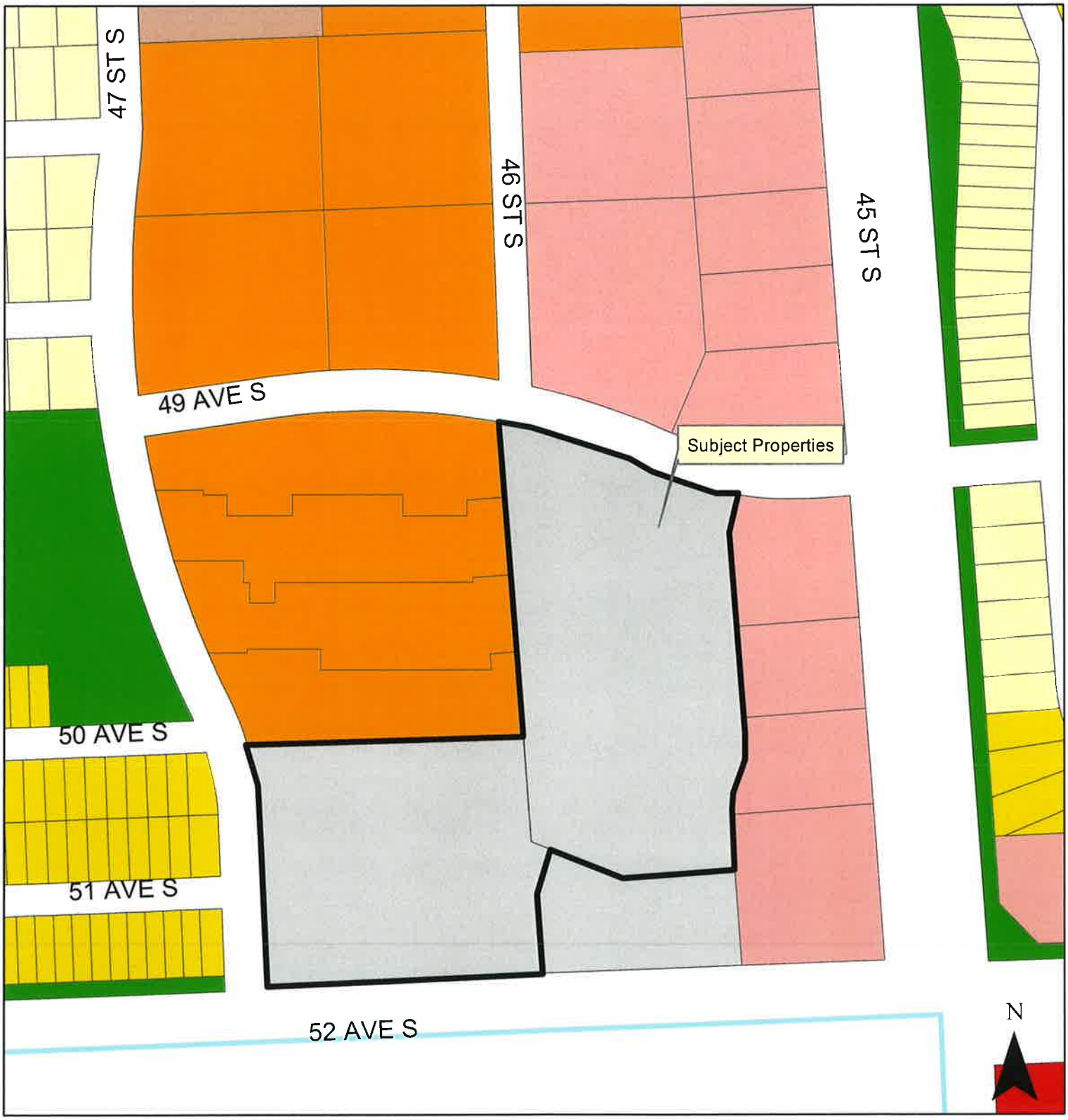
Attachments:

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

Plat (Minor Subdivision)

Osgood Townsite 15th Addition

4550 49th Ave and
5050 47th St S



Legend

AG LC MHP SR-2
DMU LI NC SR-3
GC MR-1 NO SR-4
GL MR-2 PI SR-5
GO MR-3 UMU City Limits

300 Feet

Fargo Planning Commission
May 2, 2017

Plat (Minor Subdivision)

Osgood Townsite 15th Addition

4550 49th Ave and
5050 47th St S

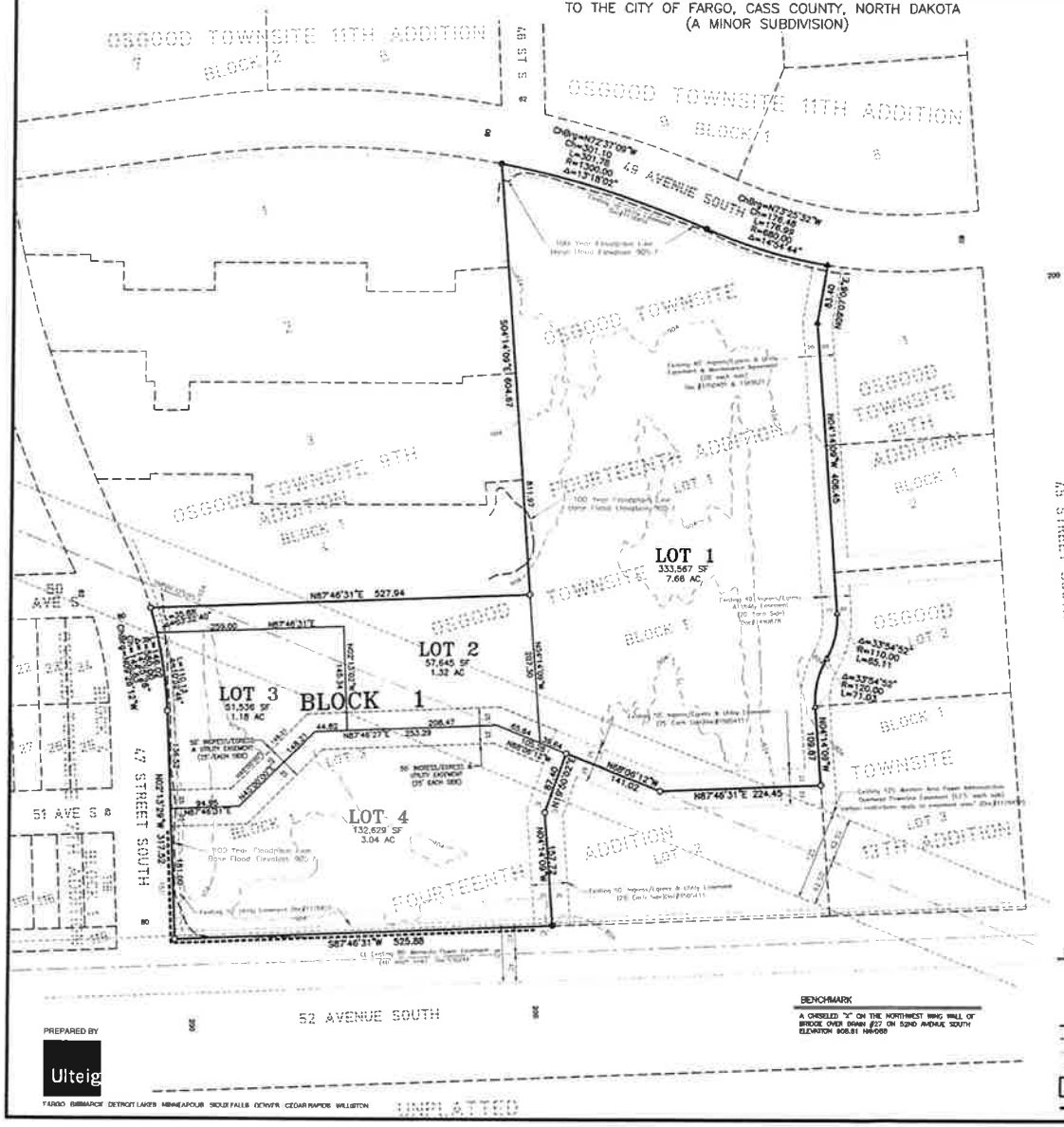
CITY OF Fargo

300 Feet

Fargo Planning Commission
May 2, 2017

OSGOOD TOWNSITE FIFTEENTH ADDITION

A REPLAT OF LOTS 1 & 3, BLOCK 1 OF OSGOOD TOWNSITE FOURTEENTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



BENCHMARK

A CHISELED "X" ON THE NORTHWEST WING WALL OF BRIDGE OVER DRAIN #27 ON 52ND AVENUE SOUTH
ELEVATION 908.81 NAVD88

LEGEND

- MONUMENT FOUND
- MONUMENT SET, 5/8" REBAR, CAPPED "LS-6206"
- MONUMENT FOUND, PK NAIL IN CONCRETE
- MONUMENT SET, PK NAIL IN CONCRETE
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR LINE
- AREA NOT WITHIN 100 YEAR FLOODPLAIN
- EXISTING MEDIATRE ACCESS EASEMENT PER DOC#1178455, DOC#1305411

N W E S

0 40 80 160
SCALE IN FEET
ORIENTATION OF THIS BEARING SYSTEM IS CITY OF FARGO GIS

PREPARED BY

Ulteig

FARGO BISMARCK DETROIT LAKES MINNEAPOLIS SIOUX FALLS OCTAVIA CEDAR RAPIDS WILLISTON

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That West Fargo Investments, LLC a North Dakota Limited Liability Company whose address is Fargo, North Dakota as owner of a parcel of land located in the Southeast Quarter of Section 33, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Lots 1 and 3, Block 1 of OSGOOD TOWNSITE FOURTEENTH ADDITION to the City of Fargo according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota

Containing 13.21 acres or 575,377 square feet more or less

Said owner has caused the above described tract of land to be surveyed and platted as "OSGOOD TOWNSITE FIFTEENTH ADDITION" to the City of Fargo, Cass County, North Dakota.

OWNER: West Fargo Investments, LLC

By: _____
Kevin Christianson, President

State of North Dakota } SS
County of Cass }

On this 27th day of April in the year of 2017, before me, a notary public with and for said County, personally appeared Kevin Christianson, President, West Fargo 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.

_____
Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

I, Daniel W. Skinner, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown and that the outside boundary lines are correctly designated on the plat.

_____
Daniel W. Skinner, Professional Land Surveyor
North Dakota License No. LS-6206

DANIEL W. SKINNER REGISTERED LAND SURVEYOR LS 6206 NORTH DAKOTA

State of North Dakota } SS
County of Cass }

On this 25 day of APRIL, 2017, before me, a notary public with and for said County, personally appeared Daniel W. Skinner, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

JEFF ZELLINGER
Notary Public
State of North Dakota
My Commission Expires May 20, 2022

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

REGISTERED PROFESSIONAL ENGINEER APRIL E. WALKER PE - 5462 DATE 5/19/17 NORTH DAKOTA

Approved by City Engineer this 17th day of May, 2017.

April E. Walker
April E. Walker, City Engineer

State of North Dakota } SS
County of Cass }

On this 17 day of May, 2017, before me, a notary public with and for said County, personally appeared April E. Walker, City Engineer, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires Oct 11, 2019

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this ____ day of _____, 2017.

_____
Jon Ulferts Stewart, Planning Commission Chair

State of North Dakota } SS
County of Cass }

On this ____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Jon Ulferts Stewart, Planning Commission Chair, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this ____ day of _____, 2017.

_____
Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota } SS
County of Cass }

On this ____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, to me known to be the persons described in and who executed the same as a free act and deed.

_____
Notary Public

11b

City of Fargo Staff Report			
Title:	BNG Addition	**Date:** **Update:**	4/21/2017 5/31/2017
Location:	4801 33 Ave S	**Staff Contact:**	Kylie Murphy
Legal Description:	Lot 2, Block 1, Brandt Crossing Eighth Addition		
Owner(s)/Applicant:	Nate Vollmuth/Ulteig	**Engineer:**	Ulteig
Entitlements Requested:	**Minor Subdivision** (Replat of Lot 2, Block 1, Brandt Crossing Eighth Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: June 5, 2017		

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

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **BNG Addition,** which is a replat of Lot 2, Block 1, Brandt Crossing Eighth Addition. The subject property is located at 4801 33 Ave S and encompasses approximately 6.07 acres. The applicant is proposing a two (2) lot, one (1) block minor subdivision.

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

Surrounding Land Uses and Zoning Districts:

- North: LC, Limited Commercial with office use
- East: Across 47th Street South, LC, Limited Commercial with agricultural use
- South: Across 33rd Avenue South, SR-4, Single-Dwelling Residential with single family use
- West: LC, Limited Commercial with commercial use

Schools and Parks:

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

Parks: Brandt Crossing Park (5009 33rd Avenue S) is located approximately 500 feet west of the subject property and offers basketball, dog park, playground, shelter, and recreational trail amenities.

Pedestrian / Bicycle: There are off-road bike facilities located along 33rd Avenue South and Brandt Crossing Park that are a components of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to replat Lot 2, Block 1, Brandt Crossing Eighth Addition into two lots and one block to accommodate future development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
   (Criteria Satisfied)

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
   (Criteria Satisfied)

Planning Commission Recommendation: May 2, 2017

On May 2, 2017, with a 9-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **BNG Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Staff Recommendation:

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

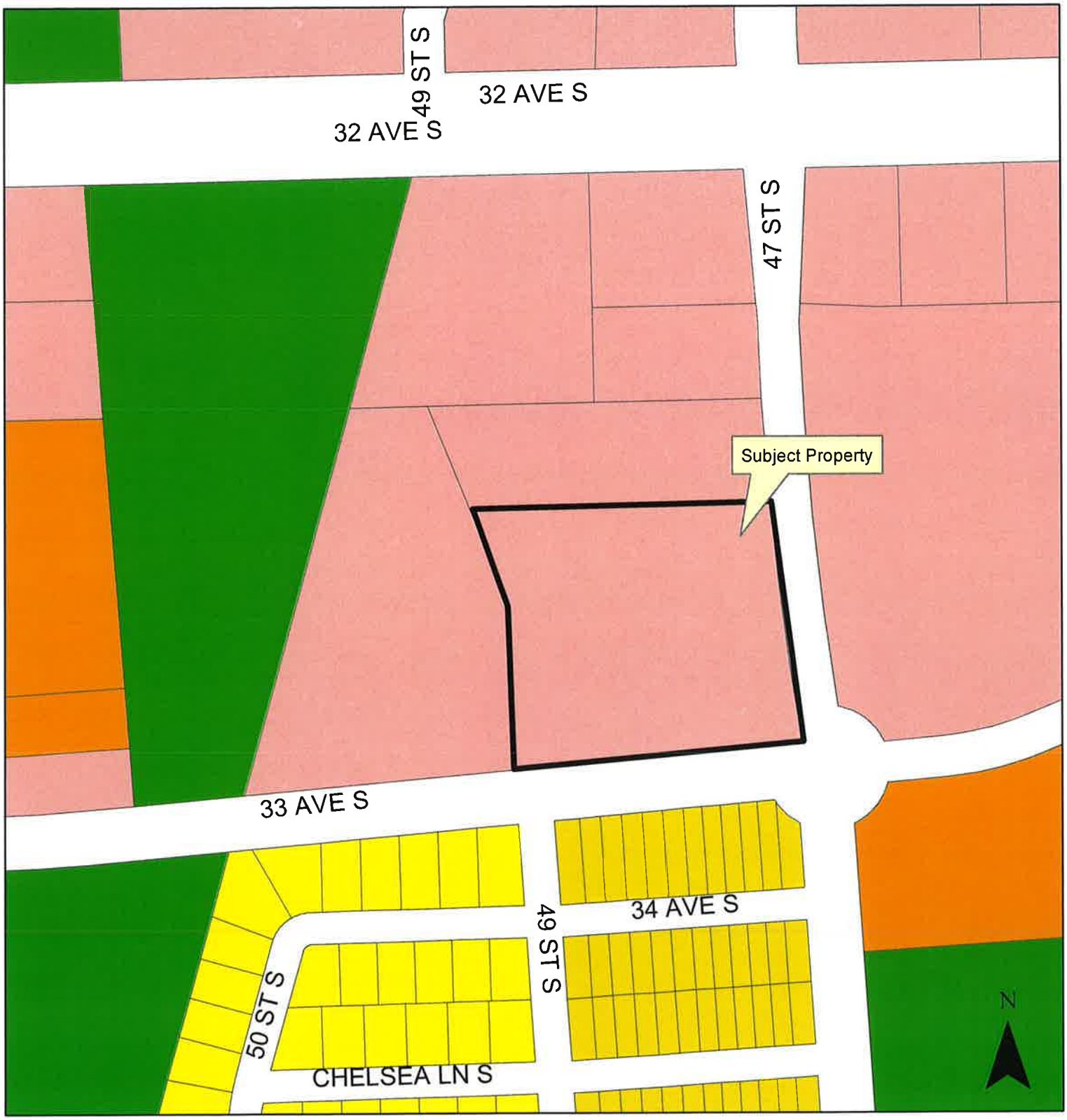
Attachments:

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

Plat (Minor Subdivision)

BNG Addition

4801 33rd Avenue South



Legend

AG LC MHP SR-2
DMU LI NC SR-3
GC MR-1 NO SR-4
GT MR-2 P/I SR-5
GO MR-3 UMU City Limits

300 Feet

Fargo Planning Commission
May 2, 2017

Plat (Minor Subdivision)

BNG Addition

4801 33rd Avenue South

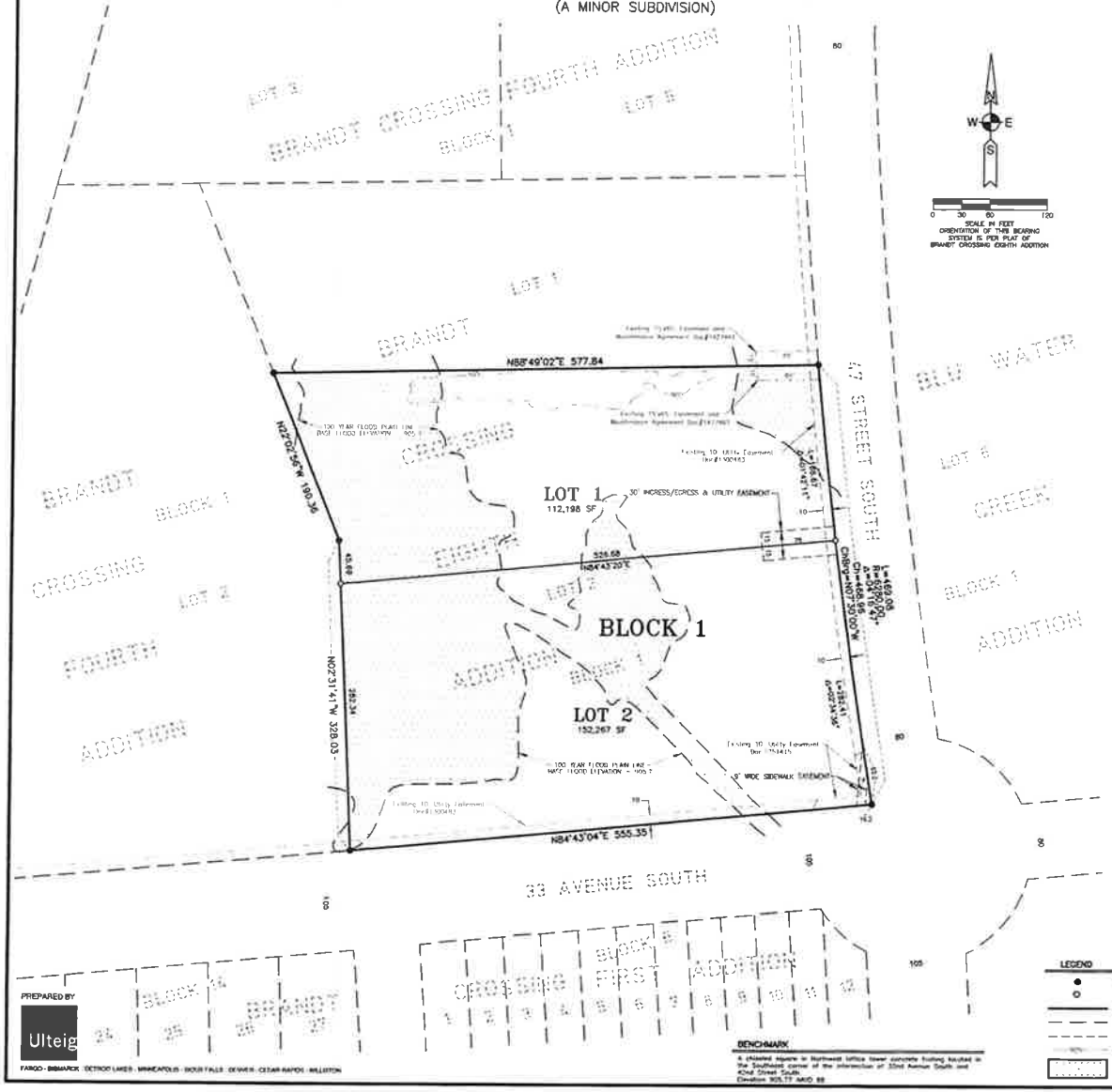
CITY OF Fargo

300 Feet

Fargo Planning Commission
May 2, 2017

BNG ADDITION

A REPLAT OF LOT 2, BLOCK 1 OF BRANDT CROSSING EIGHTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



PREPARED BY
Ulteig
FARGO - BISMARCK - DETROIT LAKES - MINNEAPOLIS - SIOUX FALLS - DEVILS - CEDAR RAPIDS - MILLSTON

BLOCK 24 BRANDT 25 26 27
BLOCK 5 CROSSING FIRST ADDITION 1 2 3 4 5 6 7 8 9 10 11 12

BENCHMARK
A chiseled square in Northwest lattice tower concrete footing located in the Southeast corner of the intersection of 33rd Avenue South and 42nd Street South.
Elevation 905.77 NAVD 88

LEGEND
- MONUMENT FOUND
- MONUMENT SET, 5/8" REBAR, CAPPED "LS-6208"
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR LINE
- AREA NOT WITHIN 100 YEAR FLOODPLAIN

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Brandt Crossing, LLC whose address is Fargo, North Dakota as owner of a parcel of land located in the Northeast Quarter of Section 28, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Lot 2, Block 1 of BRANDT CROSSING EIGHTH ADDITION to the City of Fargo according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota.

Containing 264,465 square feet or 6.071 acres more or less.

Said owner has caused the above described tract of land to be surveyed and platted as "BNG ADDITION" to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public for public use the 8 foot wide sidewalk easement as shown on this plat and also do hereby dedicate to Lots 1 and 2, the ingress/egress and utility easement as shown on this plat for the purposes so stated.

OWNER:
Brandt Crossing, LLC

By: _____
Kevin Christianson, President

State of North Dakota } ss
County of Cass }

On this 20th day of April, in the year of 2017, before me, a notary public with and for said County, personally appeared Kevin Christianson, President, Brandt Crossing, 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.

_____
Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

MORTGAGEE:
Cornerstone Bank

By: _____
Jon Hambrick, Vice President

State of North Dakota } ss
County of Cass }

On this 27th day of April, in the year of 2017, before me, a notary public with and for said County, personally appeared Jon Hambrick, Vice President, Cornerstone Bank 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.

_____
Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

I, Daniel W. Skinner, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown and that the outside boundary lines are correctly designated on the plat.

_____
Daniel W. Skinner, Professional Land Surveyor
North Dakota License No.LS-6208

DANIEL W. SKINNER
REGISTERED
LAND
SURVEYOR
L.S. 6208
4-25-17
NORTH DAKOTA

State of North Dakota } ss
County of Cass }

On this 25 day of APRIL, 2017, before me, a notary public with and for said County, personally appeared Daniel W. Skinner, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

JEFF ZELTINGER
Notary Public
State of North Dakota
My Commission Expires May 25, 2022

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this 23rd day of May, 2017.

April E. Walker, City Engineer

State of North Dakota } ss
County of Cass }

On this 23rd day of May, 2017, before me, a notary public with and for said County, personally appeared April E. Walker, City Engineer, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

KATHERINE VOLK
Notary Public
State of North Dakota
My Commission Expires Feb. 21, 2023

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this ____ day of _____, 2017.

_____
Jon Ulferts Stewart, Planning Commission Chair

State of North Dakota } ss
County of Cass }

On this ____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Jon Ulferts Stewart, Planning Commission Chair, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this ____ day of _____, 2017

_____
Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota } ss
County of Cass }

On this ____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, to me known to be the persons described in and who executed the same as a free act and deed.

_____
Notary Public

REPORT OF ACTION

UTILITY COMMITTEE (12)

Project No. WA1707

Type: Roof Replacement at Existing Water Treatment Plant

Location: Water Treatment Plant

Date of Hearing: 6/1/17 (Email - Electronic Vote)

Routing	Date
City Commission	6/5/17
Project File	

Troy Hall, Water Utility Director, presented the attached email to Utility Committee members on June 1, 2017 regarding regarding bid award for Project WA1707, roof replacement at the existing Water Treatment Plant (WTP). A 'Bid Review and Award Recommendation' letter and bid tabulation sheet are also attached. The existing roof is a 15-year roof and was recommended for replacement in the WTP Facility Plan – Phase 2 study in 2016.

As shown, the apparent low bidder, M.J. Dalsin Co. of ND, Inc. place a bid of $681,600. This is 2.5% above the engineers estimate for the project of $665,000. The roof replacement project was a budget line item in the 2017 budget under 'Existing Plant Upgrades' and is being paid for with Infrastructure Sales Tax (Fund 450).

MOTION:

On a motion by Bruce Grubb, seconded by Mark Peterson, the Utility Committee voted to approve bid award for roof replacement at the existing Water Treatment Plant to M.J. Dalsin Co. of ND, Inc. in the amount of $681,600.

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

ATTEST:

Troy B. Hall
Water Utility Director

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

Troy Hall

To: Tony Gehrig; Mark Bittner; Kent Costin; Mark Peterson (MPeterson@cityoffargo.com); Don Tucker; Bruce Grubb (BGrubb@cityoffargo.com); Scott Liudahl; Terry Ludlum; James Hausauer (JHausauer@cityoffargo.com); Benjamin Dow; April Walker
Subject: Electronic Motion & Vote Requested - WA1707 Bid Award for WTP Roof Replacement
Attachments: Bid Recommendation LSWTP Roof Replacement.pdf; Signed Bid Tab.pdf; IMG_0140.JPG

Utility Committee Members:

At the last Utility Committee meeting on May 25, 2017, I discussed the upcoming bid for roof replacement at the existing water plant. Bid opening was on May 31, 2017 at 11:30 AM at City Hall. Attached, please find a Bid Recommendation letter and signed bid tabulation sheet. With a bid of $681,600, the apparent low bidder was M.J. Dalsin Co. of ND, Inc. The engineer's estimate is $665,000 for the project. So, the low bid was 2.5% higher than the engineer's estimate.

Since the low bid is reasonably close to the engineer's estimate, I am recommending that we move forward with this project. Funding for this project will be Infrastructure Sales Tax (Fund 450). The roof replacement was a line item in the 2017 Water Utility budget under 'Existing Plant Upgrades'.

If this is acceptable, I would appreciate a motion, second, and vote via email.

Thank you for your consideration in this matter!

Troy B. Hall
Water Utility Director

City of Fargo, Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103

thall@cityoffargo.com
www.cityoffargo.com

Plant: 701.241.1469
Direct: 701.476.6741
Cell: 701.541.4180

CITY OF Fargo

Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM
May 23, 2017

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Project WA1707 Bidding Status Update – Fargo LSWTP Roof Replacement

---

According to the advertisement, bid opening was scheduled for May 24, 2017 for Project WA1707 – Fargo LSWTP Roof Replacement. This bid opening date was selected in order to have bid results to the Utility Committee meeting on May 25, 2017 and for the City Commission meeting on June 5, 2017.

There was a pre-bid meeting and roof walk-through with potential project bidders on May 16, 2017. There were about five (5) roofing contractors that attended the pre-bid walk-through. There were a number of questions regarding the project requirements and specifications. This required research and clarifications were provided to roofing contractors via addendum. This addendum was sent to contractors on May 18, 2017.

In that walk-through, several contractors request a delay the bid date by one week. From the contractors' perspective, a delay in bid opening was viewed as beneficial in preparing bids. Water Utility staff is interested in competition and receiving multiple bids to achieve the best cost for the project. The bid opening was delayed to May 31, 2017 through addendum.

To keep this project moving forward, Water Utility staff is still interested in submitting bid results to the City Commission for approval on June 5, 2017. This is assuming all bidding is proper and documents are in order. It is the intention of Water Utility staff to request an electronic vote from the Utility Committee via email on the bid results. From a timing standpoint, the roof replacement is being done in coordination with the roof installation for the Membrane Water Treatment Plant (MWTP).

Your consideration in this matter is greatly appreciated.

No action required for this item.

www.ae2s.com

May 31, 2017

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

Re: Fargo LSWTP Roof Replacement
Engineer's Bid Review and Award Recommendation
Fargo Water Project #WA1707

Dear Mr. Hall:

Bids were received at 11:30 a.m. on Wednesday, May 31st at the City Auditor's Office and opened immediately following in the Centennial Lobby at the Fargo City Hall for the above referenced project. A total of three different bidders submitted a total of three sealed bids. Two of the bids that were submitted met all of the prescribed requirements and were opened and read aloud. One bid did not include all of the required forms in the bid bond envelope and was not opened. A bid tabulation is attached to this letter for your review.

The project was bid as one (1) contract: Contract No. 1 – General Construction. Based on a review of the base bids, the apparent low base bid is M.J. Dalsin Co. of ND, Inc. As such, the project team recommends the following construction contracts:

- Contract No. 1 – General Construction: M.J. Dalsin Co. of ND, Inc. in the amount of **$681,600.00**

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

AE2S

Ryan Grubb, PE
Project Engineer

Attachments

Advanced Engineering and Environmental Services, Inc.
4170 28th Avenue South • Fargo, ND 58104 • (t) 701-364-9111 • (f) 701-364-9979

Tabulation of Bids
LSWTP Roof Replacement
Fargo, ND
P0083-2016-063, WA 1707
5/31/2017 11:30

		Outside of Bid Envelope	Inside Attached Envelope				Inside Bid Envelope	
	Contractor	Acknowledge Addenda 1 and 2	Bid Bond	Non-Collusion Affidavit	Certification Regarding Debarement	Contractor's License	Bid Form	Contract No. 1 - General Construction
1	M.J. Dalsin Co. of ND, Inc.	✓	✓	✓	✓	✓	✓	$681,600.00
2	Tecta America Dakotas	✓	✓	✓	✓	✓	✓	$1,337,514.00
3	Herzog Roofing		✓			✓		Bid not opened.
	Engineer's Estimate							*$665,000*

True Tabulation of Bids
Respectfully Submitted by:

Ryan Grubb, PE

Advanced Engineering and Environmental Services, Inc.
4170 28th Ave S
Fargo, ND 58104
Tel: 701-364-9111
Fax: 701-364-9979

(13)

Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM
April 21, 2017

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: WA1503 Change Order No. 3 – Water Towers 6 and 9 Reconditioning

---

Introduction

Attached, please find a proposed change order for Project WA1503. This is the Fargo Reservoirs 6 & 9 Reconditioning Project. On March 28, 2016, the City Commission approved a contract with Maguire Iron, Inc. (Maguire) to complete this work. This change order reduces the contract with Maguire by $44,218. Maguire was late in project delivery, resulting in additional consultant fees for inspection and engineering. The proposed contract reduction with Maguire will exactly cover the additional engineering contract obligations for the City of Fargo due to the extended project duration. Water Utility staff is recommending approval of this change order.

City of Fargo Logo Installation at Water Tower 9 (near Courts Plus).

Background

The following are relevant dates and information in the project timeline:

October 1, 2015: Fargo Utility Committee approves Task Order #6 with Houston Engineering, Inc. for Project WA1503

- Phase 4 – Warranty Inspection: $9,218
- Warranty inspection service fees that were for utilization one year after project completion was needed for inspection services during the actual project.

March 28, 2016: Fargo City Commission approves contract with Maguire

- Original Substantial Completion – Water Tower 9: May 20, 2016
- Original Substantial Completion – Water Tower 6: July 1, 2016
- Original Final Completion: August 1, 2016

June 20, 2016: Fargo City Commission approves Change Order No. 1 with Maguire

- Add 2nd City of Fargo Logo and Time Extensions
- New Substantial Completion – Water Tower 9: June 24, 2016
- New Substantial Completion – Water Tower 6: August 19, 2016
- New Final Completion: September 19, 2016

Dates for Completion of Water Tower Reconditioning Work by Maguire

- Actual Substantial Completion – Water Tower 9: July 27, 2016
- Actual Substantial Completion – Water Tower 6: October 26, 2016
- Actual Final Completion: December 15, 2016

December 20, 2016: Fargo Utility Committee approves Amendment No. 1 with Houston Engineering, Inc. for Project WA1503

- Additional Engineering and Inspection Services
- Amendment Amount: $35,000

January 30, 2017: Fargo City Commission approves Change Order No. 2 with Maguire

- Time Extensions: 11-days for Water Tower 9 and 9-days for Water Tower 6.
- New Substantial Completion – Water Tower 9: July 5, 2016
- New Substantial Completion – Water Tower 6: September 11, 2016
- New Final Completion: October 12, 2016

Plan of Financing

Funding for this project has come from infrastructure sales tax (Fund 450). This change order will reduce the contract amount with Maguire Iron, Inc. With this change order, the total project cost will match that expected for construction and engineering when bid approval occurred with exception of the addition of a second logo at Water Tower 9.

SUGGESTED MOTION:

Approve the change order with Maguire Iron, Inc. for a contract reduction of $44,218 for reconditioning work at Water Tower 6 and Water Tower 9.

Your consideration in this matter is greatly appreciated.

Change Order No. 3

Date of Issuance: 4/12/2017		Effective Date:	4/12/2017
Owner:	City of Fargo, ND	Owner's Contract No.:	WA1503
Contractor:	Maguire Iron, Inc.	Contractor's Project No.:	
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	HEI-6059-107
Project:	Fargo Reservoirs 6 & 9 Reconditioning Project	Contract Name:	

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

Description: Deduct Owner's accrued Liquidated Damages from the Contract in the amount of $45,890.50. Owner will complete remaining landscaping repairs and assess no further Liquidated Damages.

Attachments: *None*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 438,206.00	Original Contract Times: Substantial Completion 1: May 20, 2016 Substantial Completion 2: July 1, 2016 Ready for Final Payment: August 1, 2016 dates
Increase from previously approved Change Orders No. 1 to No. 2 : $ 8,000.00	Increase from previously approved Change Orders No. 1 to No. 2 : Substantial Completion 1: 35 Substantial Completion 2: 48 Ready for Final Payment: 48 days
Contract Price prior to this Change Order: $ 446,206.00	Contract Times prior to this Change Order: Substantial Completion 1: June 24, 2016 Substantial Completion 2: August 19, 2016 Ready for Final Payment: September 19, 2016 dates
Decrease of this Change Order: $ 44,218.00	Increase of this Change Order: Substantial Completion 1: 11 Substantial Completion 2: 23 Ready for Final Payment: 23 days
Contract Price incorporating this Change Order: $ 401,988.00	Contract Times with all approved Change Orders: Substantial Completion 1: July 5, 2016 Substantial Completion 2: September 11, 2016 Ready for Final Payment: October 12, 2016 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: L J. L, P.E.	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title:	Title: Div. of Operations
Date: 4/12/2017	Date:	Date: 4/13/17

Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM
May 25, 2017

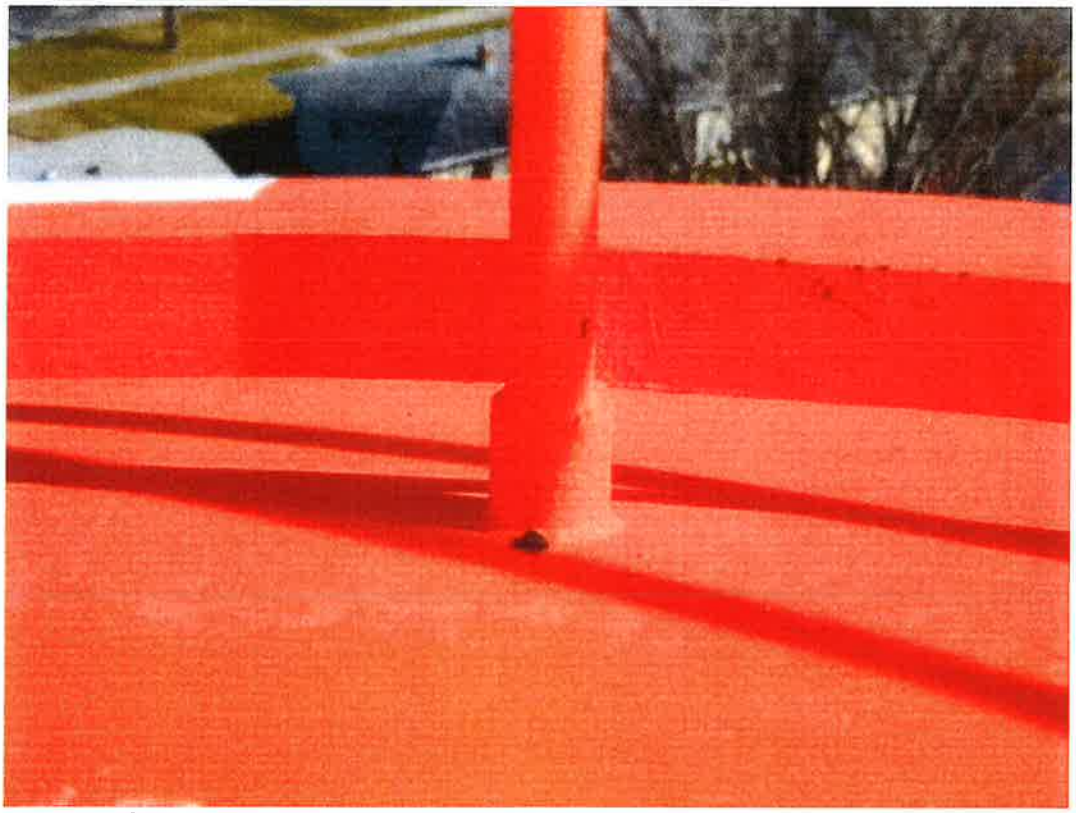
To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Project WA1601 Change Order #1 – Water Tower 5 Changes

TMI Coating, Inc. is current performing reconditioning work on Water Tower #5. The following are change order item that Water Utility staff is requesting approval for at this time.

- Adjust toe plate gap to ¼-inch to meet OSHA requirements: $1,900
- Replace obstruction light with double LED FAA compliant light: $3,400
- Extend contract time bv 18 days due to tank drain down date: No cost



The lower toe plate gap needs to be adjusted to ¼ - inch or less to meet OSHA requirements at Water Tower No. 5.

Plan of Financing

It is suggested that the funding for this tower reconditioning work come from infrastructure sales tax (Fund 450). Within the 2017 budget, there is a line item in amount of $2,750,000 for water tower rehabilitation. This line item funding is intended to be used to fund reconditioning work or water tower replacement.

SUGGESTED MOTION:

Approve Change Order No. 1 with TMI Coatings, Inc. in the amount of $5,300

Your consideration in this matter is greatly appreciated.

Change Order No. 1

Date of Issuance: 4/28/2017		Effective Date:	4/28/2017
Owner:	City of Fargo, ND	Owner's Contract No.:	WA1601
Contractor:	TMI Coatings, Inc.	Contractor's Project No.:	
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	HEI-6059-125
Project:	Fargo Reservoirs 5 & 10 Reconditioning Project	Contract Name:	

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

Description:

Remove and dispose of existing Reservoir 5 toe board and Add a new 3/16-inch thick by 4-inch high steel OSHA compliant toe board to the roof railing. Weld the toe board to existing railing supports with ¼" gap between toe board and roof. Perform surface preparation and apply coating to the new toe board and connection points in accordance with the specifications. This work will add $1,900 to the total compensation for the project.

Remove and dispose of the existing obstruction lighting on Reservoir 5 and replace with a new double LED FAA compliant Obstruction lighting system with new mounting hardware and supports as necessary. Existing Mounting may be re-used if compliant with all applicable codes and regulations as determined by the Engineer. Re-use existing electrical service and extend if necessary. This work will add $3,400 to the total compensation for the project.

Extend the Contract times by 18 days for both Milestones and Final Completion due to the change in agreed upon Tank Drain Dates with a tank out-of-service date of May 5 for Reservoir 5.

Attachments: *None*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 639,000.0	Original Contract Times: Substantial Completion 1: July 31, 2017 Substantial Completion 2: August 25, 2017 Ready for Final Payment: September 15, 2017 dates
[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: $ 0.00	Increase from previously approved Change Orders No. N/A to No. N/A: Substantial Completion 1: 0 Substantial Completion 2: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 639,000.00	Contract Times prior to this Change Order: Substantial Completion 1: July 31, 2017 Substantial Completion 2: August 25, 2017 Ready for Final Payment: September 15, 2017 dates

Increase of this Change Order:	Increase of this Change Order: Substantial Completion 1: 18 days Substantial Completion 2: 18 days Ready for Final Payment: 18 days days
$ 5,300.00	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders: Substantial Completion 1: August 18, 2017 Substantial Completion 2: September 12, 2017 Ready for Final Payment: October 3, 2017 dates
$ 644,300.00	

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: L J. W, PE	By:	By: Scott Sel
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title:	Title: Construction Manager
Date: 4/28/2017	Date:	Date: 5/10/17

(146)

Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM
May 25, 2017

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Project WA1601 Change Order #2 – Water Tower 10 Internal Coating

---

TMI Coating, Inc. is current performing reconditioning work on Water Tower #10. There were know failures with the interior coatings at this water tower. The project was bid as spot repair up to a maximum square footage in an effort to be efficient with capital dollars. Water Utility personnel was notified that the spot repair would exceed the maximum square footage on the week of May 15, 2017 and that the coating conditions were generally poor on the existing coatings as work was progressing. Therefore, a change order would be necessary.

Several options to address the interior coatings issue were discussed and evaluated. KLM Engineering, Inc. is the project inspector and a tank engineering specialist. Rebidding the project was an option that was discuss, but viewed as higher cost when considering engineering and contractor mobilization. After review the options, Water Utility staff is recommending a change order with TMI Coating, Inc, to replace the entire interior coating system. This is perceived as the best option under the circumstances. KLM communicated to Water Utility staff that the coating replacement cost provided by TMI Coatings was reasonable. Please see that proposed change order that is attached.

Plan of Financing

It is suggested that the funding for this tower reconditioning work come from infrastructure sales tax (Fund 450). Within the 2017 budget, there is a line item in amount of $2,750,000 for water tower rehabilitation. This line item funding is intended to be used to fund reconditioning work or water tower replacement.

SUGGESTED MOTION:

Approve Change Order No. 2 with TMI Coatings, Inc. in the amount of $323,500 to replace the interior coating system at Water Tower #10.

Your consideration in this matter is greatly appreciated.

Change Order No. 2

Date of Issuance:	5/24/2017	Effective Date:	5/25/2017
Owner:	City of Fargo, ND	Owner's Contract No.:	WA1601
Contractor:	TMI Coatings, Inc.	Contractor's Project No.:	
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	HEI-6059-125
Project:	Fargo Reservoirs 5 & 10 Reconditioning Project	Contract Name:	

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

Tower No. 10: Perform full interior wet recoat in lieu of spot repair for a contract increase of $323,500.00. Add an additional 8 weeks of contract time for Milestone 2 substantial completion (with a revised start date of May 5 for a total out of service time on Tower No. 10 of 14 weeks). All work shall be completed according to the applicable specification sections.

Attachments: *None*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 639,000.0	Original Contract Times: Substantial Completion 1: July 31, 2017 Substantial Completion 2: August 25, 2017 Ready for Final Payment: September 15, 2017 dates
[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: $ 5,300.00	Increase from previously approved Change Orders No. 1 to No. 1: Substantial Completion 1: 14 days Substantial Completion 2: 14 days Ready for Final Payment: 14 days days
Contract Price prior to this Change Order: $ 644,300.00	Contract Times prior to this Change Order: Substantial Completion 1: August 14, 2017 Substantial Completion 2: September 8, 2017 Ready for Final Payment: September 29, 2017 dates
Increase of this Change Order: $ 323,500.00	Decrease of this Change Order: Substantial Completion 1: 0 days Substantial Completion 2: 47 days Ready for Final Payment: 22 days days
Contract Price incorporating this Change Order: $ 967,800.00	Contract Times with all approved Change Orders: Substantial Completion 1: August 14, 2017 Substantial Completion 2: August 11, 2017 Ready for Final Payment: September 7, 2017 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: CJW, PE	By:	By: Scott Sol
Engineer	Owner (Authorized Signature)	Contractor (Authorized
Title: Project Manager	Title:	Title: Construction Manager
Date: 5/24/2017	Date:	Date: 5/25/17

CITY OF Fargo

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

May 26, 2017

(15)

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

Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements - Project #FM-15-K0

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of (2) permanent easements & a temporary easement in association with Project #FM-15-K0. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of (2) permanent easements & a temporary easement from **Megan N. & Ryan J. Ditterick** in association with Project #FM-15-K0 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
April Walker
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-15-K0	Cass	01-2490-00220-000
Landowner Megan N. & Ryan J. Ditterick		
Mailing Address 4114 15 ST S Fargo, ND 58104		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 5,335.40 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	5,335.40
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	5,335.40

*Description of Damages to Remainder are as follows:

Megan Ditterick

Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

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

CITY OF Fargo

Timothy J. Mahoney

MAYOR

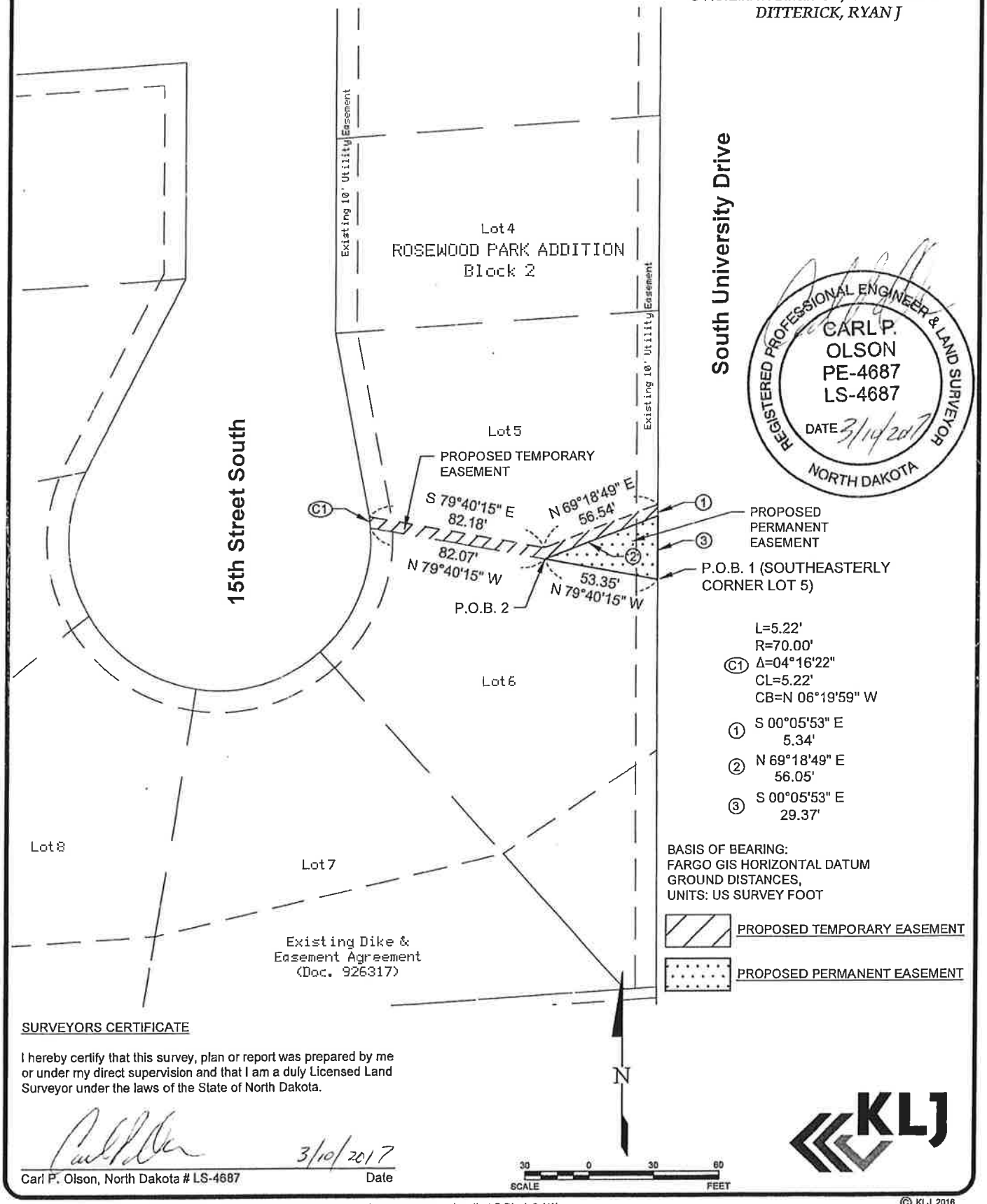
SIGNATURE

DATE

PAGE 1 OF 2

EXHIBIT "A"

PART OF LOT 5, BLOCK 2
ROSEWOOD PARK ADDITION TO
THE CITY OF FARGO
IN CASS COUNTY, NORTH DAKOTA
OWNER: DITTERICK, MEGAN N &
DITTERICK, RYAN J



REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
CARL P. OLSON
PE-4687
LS-4687
DATE 3/10/2017
NORTH DAKOTA

C1
L=5.22'
R=70.00'
Δ=04°16'22"
CL=5.22'
CB=N 06°19'59" W

1 S 00°05'53" E 5.34'
2 N 69°18'49" E 56.05'
3 S 00°05'53" E 29.37'

BASIS OF BEARING:
FARGO GIS HORIZONTAL DATUM
GROUND DISTANCES,
UNITS: US SURVEY FOOT

PROPOSED TEMPORARY EASEMENT

PROPOSED PERMANENT EASEMENT

SURVEYORS CERTIFICATE

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

Carl P. Olson, North Dakota # LS-4687 — Date 3/10/2017

KLJ

Mar 10, 2017 - 3:21pm - P:\City\ND\Fargo\14415102\CAD\ROW\14415105_Easements.dwg (Lot 5-Block 2 (1))

© KLJ 2016

EXHIBIT "A"

PART OF LOT 5, BLOCK 2
ROSEWOOD PARK ADDITION TO
THE CITY OF FARGO
IN CASS COUNTY, NORTH DAKOTA
OWNER: DITTERICK, MEGAN N &
DITTERICK, RYAN J

Permanent Easement

That part of Lot 5, Block 2, ROSEWOOD PARK ADDITION, to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeasterly corner of said Lot 5; thence North 79 degrees 40 minutes 15 seconds West, along the southerly line of said Lot 5, a distance of 53.35 feet; thence North 69 degrees 18 minutes 49 seconds East a distance of 56.05 feet to the easterly line of said Lot 5; thence South 00 degrees 05 minutes 53 seconds East, along said easterly lot line, a distance of 29.37 feet to the point of beginning.

Said tract of land contains 770 square feet, more or less.

Temporary Easement

That part of Lot 5, Block 2, ROSEWOOD PARK ADDITION, to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southeasterly corner of said Lot 5; thence North 79 degrees 40 minutes 15 seconds West, along the southerly line of said Lot 5, a distance of 53.35 feet to the true point of beginning; thence continue North 79 degrees 40 minutes 15 seconds West, along said southerly lot line, a distance of 82.07 feet to the westerly line of said Lot 5 and a point on a non-tangential curve concave to the west with a chord that bears North 06 degrees 19 minutes 59 seconds West; thence northwesterly 5.22 feet, along said westerly lot line and said curve having a radius of 70.00 feet and a central angle of 04 degrees 16 minutes 22 seconds; thence South 79 degrees 40 minutes 15 seconds East, parallel with said southerly lot line, a distance of 82.18 feet; thence North 69 degrees 18 minutes 49 seconds East a distance of 56.54 feet to the easterly line of said Lot 5; thence South 00 degrees 05 minutes 53 seconds East, along said easterly lot line, a distance of 5.34 feet; thence South 69 degrees 18 minutes 49 seconds West a distance of 56.05 feet to the point of beginning.

Said tract of land contains 692 square feet, more or less. Temporary easement shall expire upon the completion of City of Fargo Project No. FM-15-K0 or five years from signing date, whichever occurs first.

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
CARL P. OLSON
PE-4687
LS-4687
DATE 3/10/2017
NORTH DAKOTA

SURVEYORS CERTIFICATE

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

3/10/2017

Carl P. Olson, North Dakota # LS-4687 Date

KLJ

© KLJ 2016

CITY OF Fargo

(16)

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

May 31, 2017

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

Re: Approval of Street Closure Permit on Arterial Roadway

Dear Mayor and Commissioners:

The Moorhead Business Association has filed for a street closure permit to close the 1st Avenue N bridge over the Red River for one day, September 7, to host a back to school type event. They expect over 1000 people to attend the gathering. The reason for this being on the agenda is that staff has made it a priority to limit the amount of street closures affecting arterial roadways and steer applicants to other, lower volume local streets. Staff believes that if arterial roadways are requested to be closed for community events such as this, the approval should come from the City Commission, as they impact thousands of people that rely on that street on a daily basis. Staff discussed this application at the April Traffic Technical Advisory Committee and made a recommendation to try to move this event from the 1st Avenue N bridge to the NP/Center Avenue bridge, as that is a lesser volume river crossing and have less impact to traffic. The applicant would still like to hold this event on the 1st Avenue N bridge.

I believe that closing this bridge for one day in September for this community event is doable. This application is supported by both Mayor Mahoney and Mayor Williams.

Recommended Motion
Approve Street Closure Permit for the Moorhead Business Association to close the 1st Avenue N bridge over the Red River for one day, September 7, 2017 for a community event.

Sincerely,

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachment

CITY OF Fargo

FARGO POLICE NORTH DAKOTA

General Special Permit / Street Closing / Block Party Request

FOR OFFICE USE

Received by: _____ Date: _____

Approved (___) **Denied (___)** **By:** _____ **Date:** _____

Requesting party notified: Yes (___) No (___) Date: _____

CC: APPROVED REQUESTS:

- Requesting party
- Fire Chief
- FM Ambulance
- Street Department
- Dispatch
- Police Supervisor
- City Traffic Engineer
- Mat Bus

- _____
- _____
- _____
- _____
- _____

Contact Information

Name: Tristan Larson

Business / Organization (if applicable): Moorhead Business Association

Address: PO Box 612, Moorhead, MN 56560

*Information in this box will be released to the public, if requested, per North Dakota Open Records Law (NDCC 44-04-18.21)

Daytime phone #: 218-236-1224 Evening phone #: 701-367-7782

Cell phone #: 701-367-7782 Fax #: _____

Email address: tristan@firstavepromo.com

APPLICATIONS MUST BE SUBMITTED 45 DAYS PRIOR TO EVENT

Event Information

Description of proposed event (include **date, specific times and estimated number of people attending**). If the proposed event is a parade indicate the number of vehicles, animals and / or other special equipment. When applicable include a diagram or map:

Date: 9-7-2017 **Time:** 5:00PM - 10:00PM

A back to school festival type event on the First Avenue bridge with food trucks, live music, local businesses with booths, yard games.

Estimated attendance: 1000+. Setup beginning 6:00am, cleanup finishing 12:00am at event conclusion.

CITY OF Fargo

FARGO POLICE GATEWAY NORTH DAKOTA

Street Closing

Does your event require a street closing? ***If yes,*** *answer below.* ***If no,*** *leave blank.*
Yes (☑) No (☐)

LIST THE **STREET AND SPECIFIC BLOCK** YOU WOULD LIKE TO CLOSE:
First Avenue bridge by Viking Ship park, from 2nd St in Fargo to to 3rd St in Moorhead

If you are requesting to block a street, two barricades at each end of the block will be required to discourage vehicular traffic. **Four barricades will be required and the requesting party is responsible for making arrangements through the City of Fargo Street Department by calling 241-1453.**

Do you need barricades at your special event?
Yes (☑) No (☐)

History

Have you been denied any permit by the City of Fargo during the past five years?
Yes (☐) No (☑)

If yes, *give a brief description of the circumstances below.* ***If no,*** *leave blank:*

CITY OF Fargo

FARGO POLICE NORTH DAKOTA

Insurance

The City of Fargo requires certain events to obtain insurance prior to approval. Those events include parades and/or other mobile events utilizing City of Fargo streets events open to the public with the expectation of a large number of attendees, events including exotic animals and any other events deemed necessary by the City of Fargo.

Do you believe your event may require insurance? ***If yes,*** *fill out the 3rd page of this form.* ***If no,*** *leave blank.*

Yes (☑) No (☐)

As a condition of the permit the applicant shall:

- Procure and maintain insurance, **which includes the City of Fargo as named insured or additional named insured**
- This insurance will need to provide the level of coverage that the City of Fargo determines to be necessary and adequate under the circumstances
- Proof of insurance shall be submitted to the City of Fargo at least ten days prior to the event

Insurance Company: _____

Policy Holder: _____

Insurance Company Address: _____

Policy Number: _____

Has proof of insurance been submitted?

Yes (☐) No (☐)

By signing you are verifying you understand and agree to abide by the bulleted points listed below.

- **Requests to close major thoroughfares may not be approved**
- **No bands or amplified music will be allowed at block parties**
- **The applicant has a copy of the *General Special Permit / Street Closing / Block Party Request* procedure of the City of Fargo, and is familiar with the conditions and requirements set forth and contained therein**
- **The applicant is familiar with the questions, answers and information as now appears in this completed application and that the answers and information are, to the applicant's knowledge, true, correct and complete**
- **The applicant, if granted a Special Event Permit, will obey and comply with the City of Fargo Special Event Permit requirements and any amendments which may be made**

I hereby agree to indemnify the City of Fargo from any claims arising from the events or activities under the permit including, but not limited to, compliance with the Americans with Disabilities Act, the Fargo Building Code and all other health and safety laws and regulation:

Signature: _____ Date: _____

Please return to:

Fargo Police Department
222 4th Street North
Fargo, ND 58102
Office: (701) 241-1437
Fax: (701) 241-8272

***Please do not include any documents larger than legal size (8.5 in. X 14) ***

17

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement

Location: 721 1st Ave N

Date of Hearing: 5/16/2016

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Kristy Schmidt

Staff has received a request to encroach into City Right of Way. The applicant has an undocumented existing encroachment into the sidewalk that consists of brick pavers. The pavers are in a state of disrepair and require replacement.

Staff is recommending that should the Committee desire to grant the encroachment, the following conditions apply:

- The encroacher must agree to hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the encroacher. The encroacher must provide the City a certificate of insurance indicating acceptance by the insurer of its obligation to defend and hold harmless the City.
- Application fee for the encroachment is $500.
- The encroacher will be responsible for paying all costs above and beyond what the City would have incurred to restore the area to a flat concrete sidewalk in association with future Improvement Districts.
- The agreement expires upon sale or transfer of the property.

The Committee indicated a desire to have staff work with the encroacher to provide guidance on an acceptable installation method. It was discussed that there may be a need in the future to provide for a pedestrian corridor that is free from this type of treatment in order to remain compliant with proposed ADA rules.

On a motion by Mark Bittner, seconded by Jim Gilmour, the Committee voted to recommend approval of the proposed agreement and to direct staff to work with the applicant to finalize an agreement.

RECOMMENDED MOTION
Concur with the recommendations of PWEPC and approve the encroachment agreement.

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

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, Enterprise Director/Interim City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

April E. Walker

April E. Walker, P.E., C.F.M.
City Engineer

Item 5

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Kristy Schmidt, Project Engineer KCS

CC: Jaclyn Hanson

Date: May 11, 2016

Re: Encroachment Request 721 1st Ave N - Dawson Insurance

We have received a request to replace the existing pavers in the sidewalk at 721 1st Ave N. This has triggered us to formalize the existing encroachment that has existed without an agreement. The map shows the location of the existing pavers. Pictures have been included to show the deterioration.

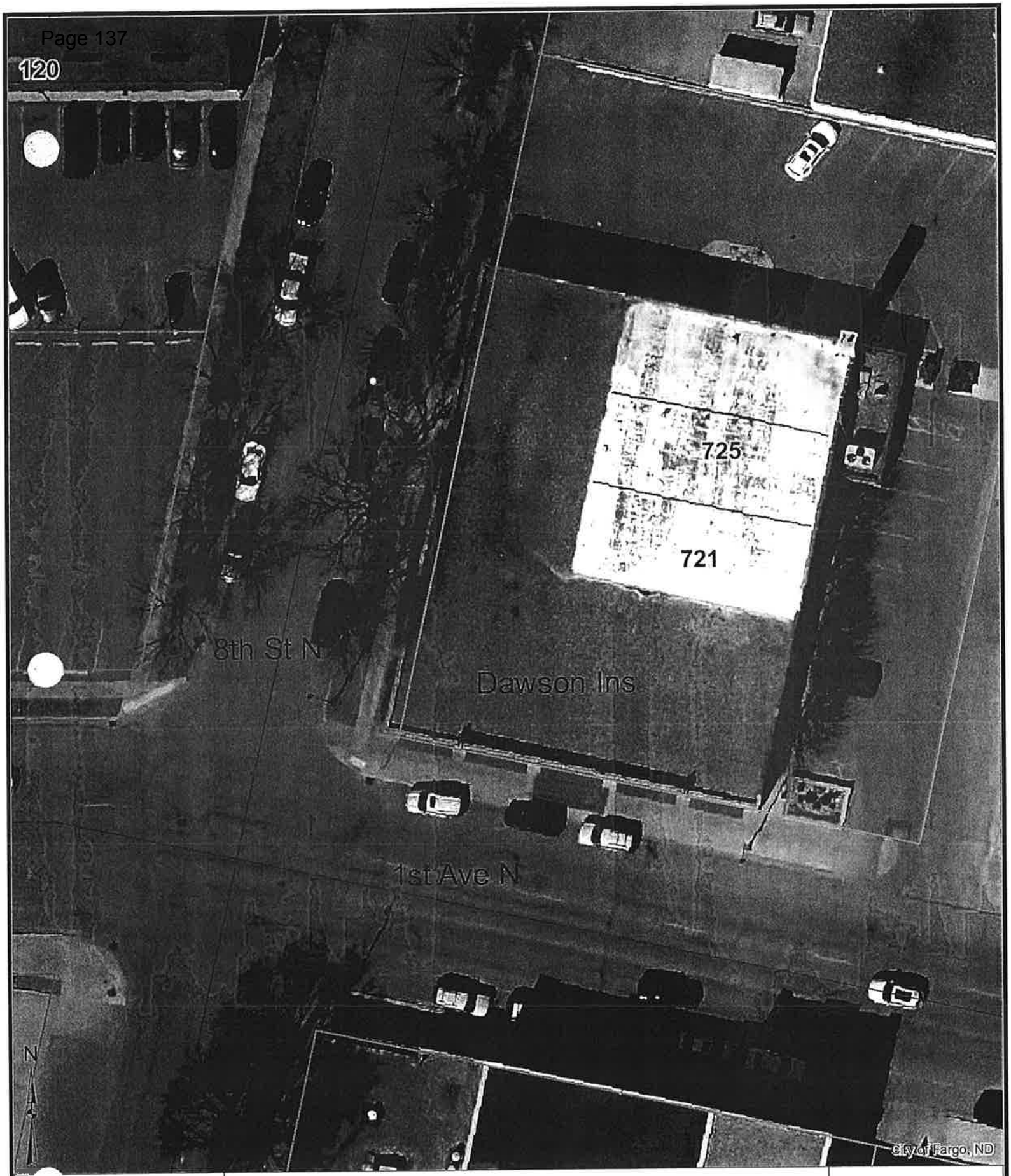
Staff is recommending to formalize the existing encroachment with the following stipulation:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the encroacher.
- Will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a vegetated surface in association with future improvement districts.
- Application fee for the encroachment in the amount of $500.
- Agreement expires upon sale or transfer of the property.

Recommended Motion:

Approve the existing encroachment at 721 1st Ave N contingent upon the owner meeting the above criteria.

KLS/bem
Attachment



Th data are provided on an AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

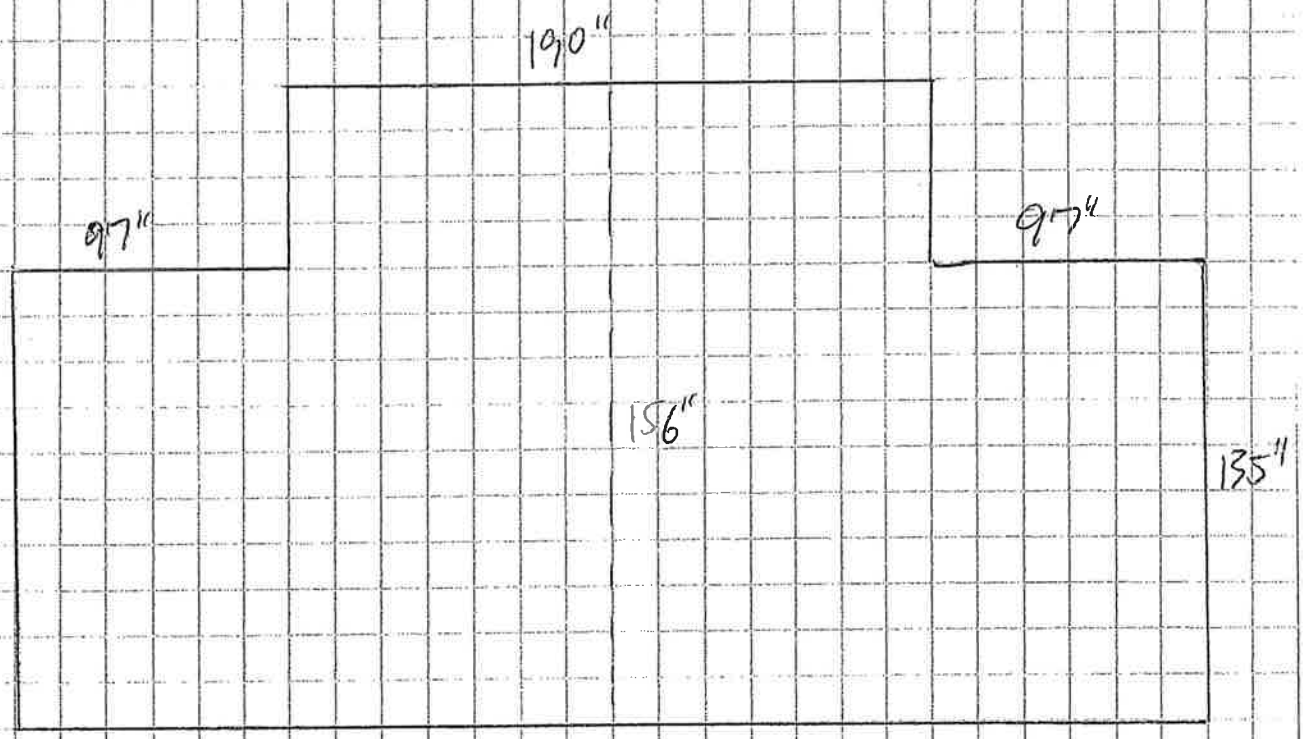
Dawson Ins Landscape

1:564	5/11/2016 2:58:19 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF Fargo

Dawson Ins.



Kristy Schmidt

From: Jaclyn Hanson [jaclyn@dawsonins.com]
Sent: Wednesday, May 04, 2016 8:40 AM
To: Kristy Schmidt
Cc: Brandon Beaudry; 'Mike Svaleson'; Tom Dawson
Subject: RE: Landscaping Encroachment with the City of Fargo
Attachments: Dawson Drawing.pdf; Certificate.pdf

Hi Kristy and Brandon,

We have a sketch from the landscaper and a certificate of insurance attached. If you need additional pictures taken, I can do that also.

The area we are looking to have replaced with brick pavers is the sidewalk just to the south of our building, along 1st Avenue North and is approximately 32' x 13', as shown in the attached sketch, provided by TurfTamers, the contractor we have hired to handle this project.

Please tell me if there is anything else we need to provide to you before you can send us an updated encroachment agreement. We would like to get this project taken care of as soon as possible.

Thank you.

Jaclyn Hanson
Executive Assistant | jaclyn@dawsonins.com

From: Kristy Schmidt [mailto:KSchmidt@cityoffargo.com]
Sent: Tuesday, April 26, 2016 4:08 PM
To: Jaclyn Hanson
Cc: Brandon Beaudry
Subject: Landscaping Encroachment with the City of Fargo

Jaclyn,

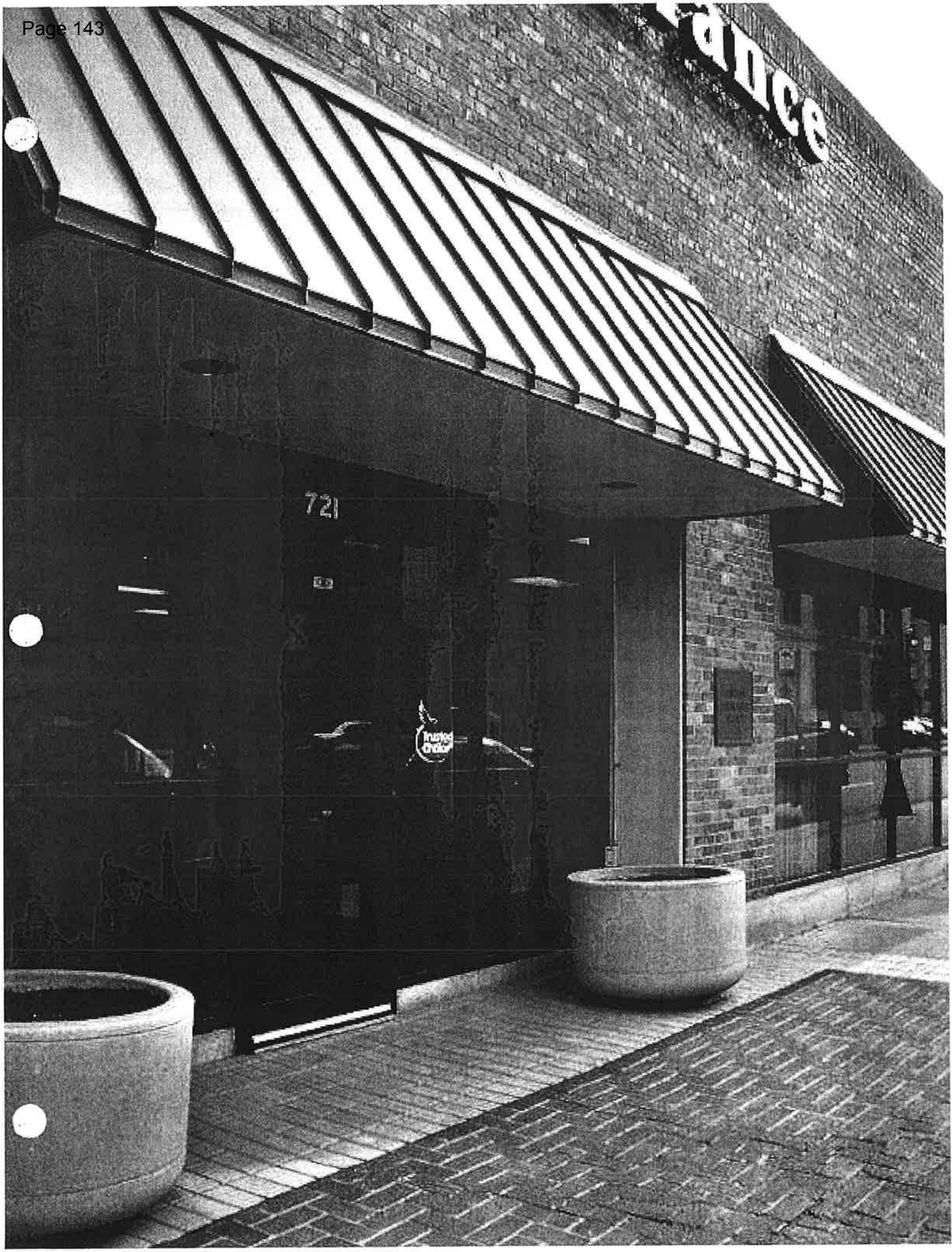
Here is the portion that will apply to a landscaping encroacher agreement with the City.

- Encroachment agreements will include the following:
  - The encroacher agrees to hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the encroacher. The encroacher must provide the City a certificate of insurance indicating acceptance by the insurer of its obligation to defend and hold harmless the City.
  - Application fee for the encroachment in the amount of $500.
    - Areas behind the driveway/sidewalk crossing plate may be exempt from an application fee.

The first attachment included is our entire encroachment policy.
The second attachment included is an example of an executed encroachment agreement. This is more complex than a landscaping encroachment agreement. I just included so that you can see what one looks like.

Call if you have any questions. You should send a formal request for what you want to do with some sort of map indicating the dimensions. Your landscaper should be able to provide you with a map.

Kristy Schmidt
Civil Engineer
200 3rd St N
City of Fargo
701-241-1571
kschmidt@cityoffargo.com


721

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City", and **NEXT MILLENNIUM PARTNERS, L.L.P.**, hereinafter referred to as "Next Millennium" or "Owner",

WITNESSETH:

WHEREAS, Next Millennium desires to encroach on a portion of City right-of-way (described below) to replace existing pavers in the sidewalk;

WHEREAS, Next Millennium has requested permission to encroach on a portion of the right-of-way hereinafter particularly described, thus allowing it to utilize City rights-of-way for such purpose;

WHEREAS, the Public Works Projects Evaluation Committee has approved such encroachment; and,

WHEREAS, Next Millennium has agreed to execute this agreement required by City for encroachment on City right-of-way;

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

1. Next Millennium, its successors and assigns, is hereby granted the right to encroach and use a portion of the right-of-way, said encroachment being for the purpose of replacing pavers in the sidewalk, located as follows:

> That portion of First Avenue North to the City of Fargo, Cass County, North Dakota described as follows:
>
> Commencing at the southwest corner of Lot Fourteen (14), Block Eight (8), ROBERTS ADDITION to the City of Fargo; thence easterly along the south line of said Lot Fourteen (14) a distance of 35.00 feet to the point of beginning; thence continuing easterly along said south line a distance of 24.00 feet; thence 90 degrees to the right a distance of 12.00 feet; thence westerly and parallel with said south line a distance of 24.00 feet; thence 90 degrees to the right a distance of 12.00 feet to the point of beginning.
>
> Said tract contains 288.00 square feet, more or less.

Said encroachment is more particularly described and indicated in attached Exhibit "A" showing the property involved and the location of the pavers. Exhibit "A" is attached hereto and incorporated herein by reference.

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purpose of replacing existing sidewalk pavers.

3. Owner, its successors and assigns 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, Owner will restore and replace all public property, or pay all costs above those that would be incurred by City to restore such surface.

4. It is understood and agreed by and between the parties that Owner, its successors and assigns, 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 for

replacing the existing sidewalk pavers. Next Millennium agrees to accept all maintenance responsibility for the sidewalk pavers.

5. Owner, its successors and assigns, agrees to further 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. Owner 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. This agreement is personal to Owner and cannot be sold, transferred or otherwise assigned. This agreement shall immediately terminate upon Owner's sale, transfer or assignment of the encroaching property. Subsequent owners may request permission to encroach, and enter into a separate agreement with City. City shall not withhold permission to encroach under the terms herein without due cause.

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 Owner written notice ninety (90) days in advance to remove the encroaching private facilities. Further, this agreement shall terminate if the encroaching property is repaired, reconstructed or improved at a cost of 25% or more of the market value of the property prior to

such improvement or repair. If the encroaching property is damaged, market value will be determined as the value before the damage occurred.

9. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

10. Owner agrees to pay City a $500 processing fee. The annual fee will be waived by the City.

Dated this 30th day of May, 2017.

NEXT MILLENNIUM PARTNERS, L.L.P.

Thomas C. Dawson
By THOMAS C. DAWSON
Its Partner

JACLYN HANSON
Notary Public
State of North Dakota
Commission Expires Dec. 1, 2017

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

On this 30th day of May, 2017, before me, a notary public in and for said county and state, personally appeared Tom Dawson to me known to be the partner of **NEXT MILLENNIUM PARTNERS, L.L.P.**, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Jaclyn Hanson
Notary Public
Cass County, North Dakota

(SEAL)

JACLYN HANSON
Notary Public
State of North Dakota
My Commission Expires Dec. 1, 2017

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By_____
Timothy J. Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

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

(SEAL)

_____
Notary Public
Cass County, North Dakota

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

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
nmorris@lawfargo.com

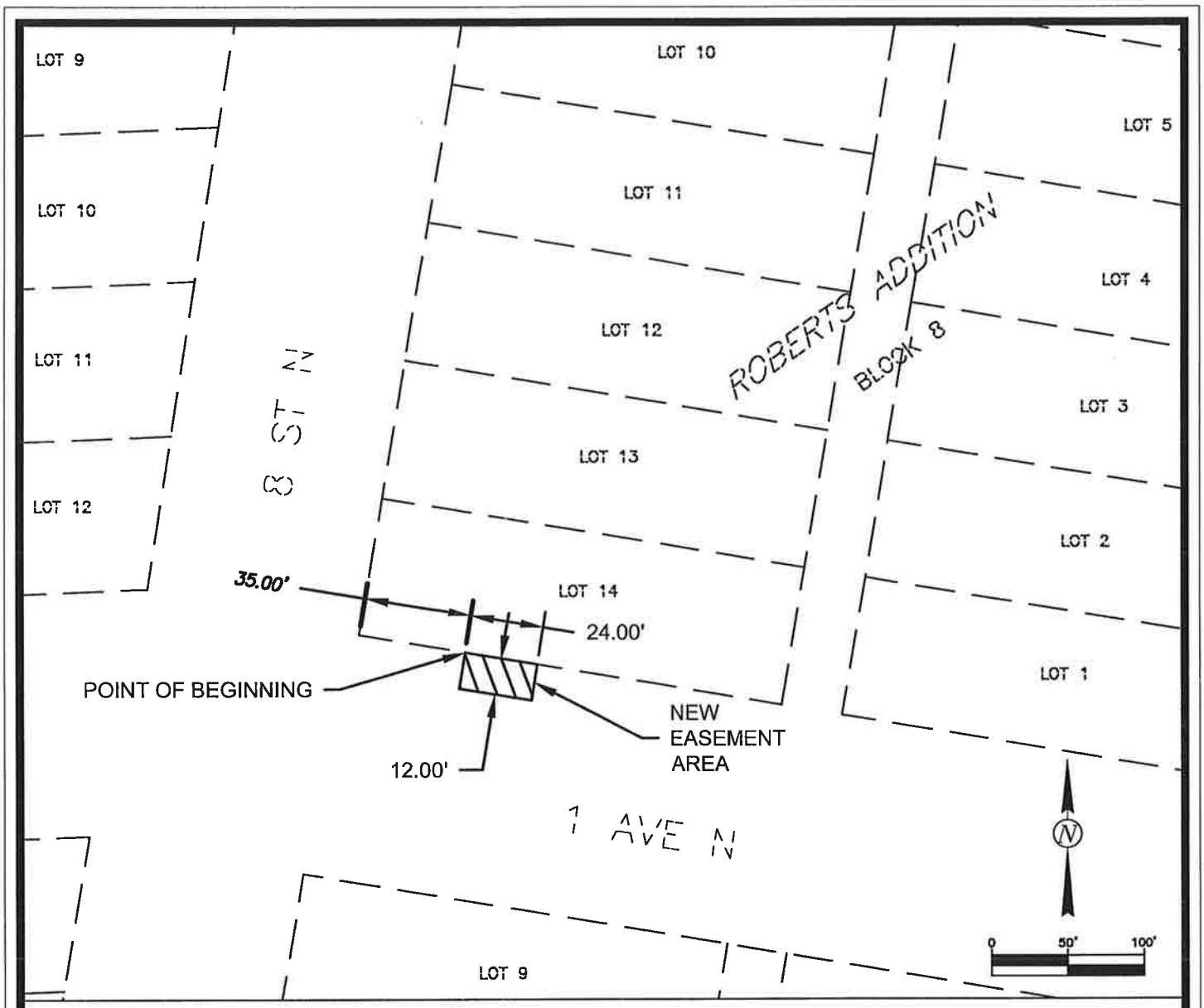


Exhibit A

▨ - Encroachment Easement

Purpose: Brick Sidewalk Encroachment Easement

Description:

That portion of First Avenue North to the City of Fargo, Cass County, North Dakota described as follows:

Commencing at the southwest corner of Lot 14, Block 8, ROBERTS ADDITION to the City of Fargo; thence easterly along the south line of said Lot 14 a distance of 35.00 feet to the point of beginning; thence continuing easterly along said south line a distance of 24.00 feet; thence 90 degrees to the right a distance of 12.00 feet; thence westerly and parallel with said south line a distance of 24.00 feet; thence 90 degrees to the right a distance of 12.00 feet to the point of beginning.

Said tract contains 288.00 square feet, more or less.

Bearings based on the City of Fargo ground control system.

CITY OF Fargo ENGINEERING DEPT.	ENCROACHMENT EASEMENT
	DAWSON INSURANCE
DRAWN BY: SDK	DATE: July 2016
APPROVED BY: BWW	SHEET 1 OF 1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2017

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

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

PRODUCER Dawson Insurance, a Marsh & McLennan Agency LLC co 721 1st Avenue North Fargo ND 58102	**CONTACT NAME:** Melissa Krystosek **PHONE (A/C, No, Ext):** 701-237-3311 **FAX (A/C, No):** 701-232-4442 **E-MAIL ADDRESS:** melissa@dawsonins.com
INSURED NEXTM-2 Next Millennium Partners, LLP PO Box 1958 Fargo ND 58107	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Insurance Companies / 10677 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2019145471 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			ECP 0350027	10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ECP 0350027	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0			ECP 0350027	10/31/2016	10/31/2017	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Re: Sidewalk Work

CERTIFICATE HOLDER

City of Fargo
200 North 3rd Street
Fargo ND 58102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Thomas C. Dawson

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

REPORT OF ACTION 18

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement

Location: 64 Broadway

Date of Hearing: 5/1/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Project Engineer, Kristy Schmidt pertaining to a request she has received for the City to grant an encroachment into the public right of way for a patio and associated features to support a sidewalk-marketing request for outdoor dining. The encroachment is into a public alley. The alley runs east west and has no vehicular access. It cannot be vacated due to underground utilities that exist.

Staff has reviewed the request and is supportive of granting the request with the following standard provisions:

- The Encroacher agrees to hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher. The Encroacher must provide the City a Certificate of Insurance indicating acceptance by the Insurer of its obligation to defend and hold harmless the City.
- Application fee for the encroachment in the amount of $500.
- An annual fee for the encroachment:
  - As determined by taking the assessed value of the land adjacent to the right of way and determining a SF value (.10 of assessed value) or a minimum of $500 annually. This site would be subject to the minimum payment.
- Agreement expires upon sale or transfer of the property.
- Agreement would need to be signed by the owner and the lessee.

The petitioner has requested that the annual fee be waived.

On a motion by Mark Bittner, seconded by Jim Gilmour, the Committee voted to recommend approval of the encroachment agreement with an annual fee applied.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Encroachment Agreement.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

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

PWPEC ROA
5-1-17 -- Page 2

COMMITTEE	Present	Yes	No	Unanimous
	☐	☐	☐	☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

April E. Walker

April E. Walker, P.E., C.F.M.
City Engineer

Item 7

THE CITY OF Fargo FAR MORE

Memorandum

To: Members of PWPEC

From: Kristy Schmidt, Project Engineer KLS

CC: Chuck Ilogui, Lessee at 64 Broadway
64 Broadway Investments LLC, Owner at 64 Broadway
Derrick LaPoint, Planning

Date: April 27, 2017

Re: JuiceIt-64 Broadway

We have received a request from the owner/lessee at 64 Broadway for outdoor dining that is intended to be semi-permanent. The dining encroachment would be into a City alley were existing City utilities exist. The current alley's configuration at this location does not have a paved surface that connects to Broadway. The owner/lessee would not be allowed to impact the paved alley surface.

If approved at PWPEC, this request will also require approval at the Sidewalk Marketing Review Committee (SMRC). Due to the request of semi-permanent (not removed at the end of the business day) this type of dining encroachment cannot be permitted under the Outdoor Dining Areas ordinance. The owners are requesting that patio tables and fencing remain in place throughout the warm season and not be removed at the end of the business day.

Staff is recommending to formalize the encroachment with the following stipulation:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained through use of the public right of way by the encroacher.
- Will be responsible for paying all costs above and beyond those the City would have incurred to return the area to the current conditions.
- Application fee for the encroachment in the amount of $500.
- Agreement expires upon sale or transfer of the property.

Recommended Motion:

Approve the semi-permanent dining encroachment at 64 Broadway contingent upon the owner to meet the above criteria.

Attachment

KLS/kdv

April 21, 2017

To Whom It May Concern,

This letter is to formally request an agreement to encroach on the alley easement/ right-of-way that is adjacent to my lease space, which is currently used as green space. The building owner supports this request and agrees that it will be a welcomed addition. I would request permission to construct a 10' x 32' Patio directly adjacent to the south wall of my lease space (see plan) located at 64 Broadway. The intent is that this patio would be colored and stamped concrete with a maintenance free see-through railing/ fence to encompass the perimeter. This lease space will soon house a smoothie bar called Juice-It. This will be the third location that we have opened within the city of Fargo, and I believe that it will fit in well with the downtown atmosphere and lifestyle. We will have very limited seating inside the building, which is what makes this patio so important to us. It is our intention that the patio furniture will be stationary and possibly bolted down, and thus the reason for the fence/ railing. I request that the annual fee be waived for the use of this space since it will fit-in very well with the walking traffic and the pedestrian-friendly downtown area. Please note that this request would be in addition to any current agreement between the City and the building Owner (Landlord). Thank you for taking the time to review my request,

Sincerely,

Chuck Ilogu- Owner, Juice It

Th data are provided on an -IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

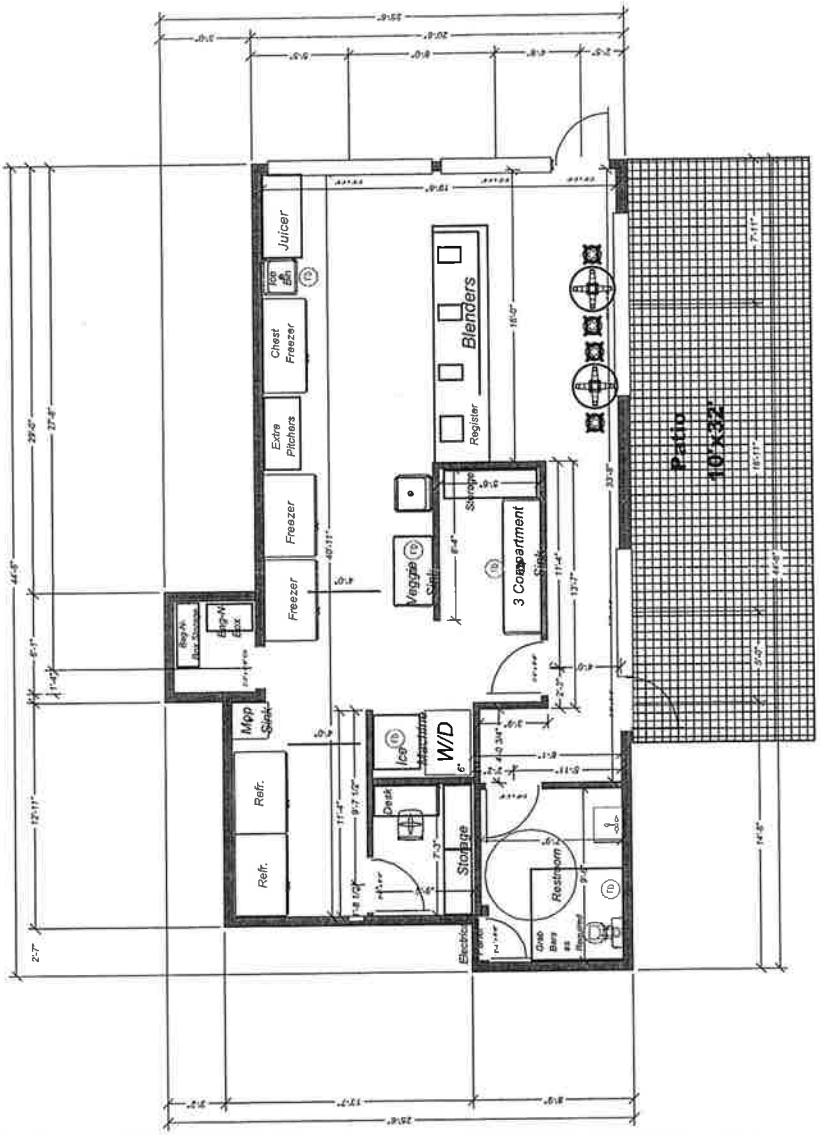
64 Broadway

1:564

4/27/2017 11:31:29 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF Fargo



Juice It #3
64 N Broadway
Fargo, ND 58102

General Contractor:
Vision Construction, LLC
West Fargo, ND
Plan by Ben Koppelman - Version 001-4/15/17
Scale: 1/4"=1'

Contact:
Ben Koppelman
701-491-0665
ben@visionconstruction.net

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City", and **JUICE IT, LLC**, a North Dakota limited liability company, hereinafter referred to as "Juice It" or "Tenant" and **64 BROADWAY INVESTMENTS, LLC**, hereinafter referred to as "Owner",

WHEREAS, Tenant and Owner desire to encroach on a portion of City right-of-way (described below) for purposes of maintaining a fence; and

WHEREAS, Owner and Tenant have requested permission to encroach on a portion of the right-of-way hereinafter particularly described, thus allowing it to utilize City right-of-way for the purpose of establishing an outside dining area; and

WHEREAS, Owner and Tenant have agreed to execute this agreement required by City for encroachment on City right-of-way; and

WHEREAS, the city of Fargo Sidewalk Marketing Review Committee has approved tenant's request to establish an outside dining area, in accordance with Article 18-03 of the Fargo Municipal Code provided approval of the fixtures and furniture is accomplished in accordance with

the permitting process; and

WHEREAS, the Public Works Projects Evaluation Committee has approved the requested encroachment.

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

1. Owner is the owner of certain real property situate in the County of Cass, State of North Dakota, more fully described as:

> Lot twenty two (22), in Block One (1), of the Roberts Addition to the City of Fargo.
>
> Street Address: 64 Broadway

Hereafter referred to as "Owner's property".

2. Owner and Tenant are hereby granted the right to encroach and use a portion of the right-of-way, said encroachment more particularly described and indicated in Exhibit "A" showing the property involved. Exhibit "A" is attached hereto and incorporated herein by reference. The property which is the subject of this encroachment is situate in the city of Fargo, County of Cass, North Dakota, more particularly described as follows:

> The East 38.6 feet and the North 10.2 feet of the 20' wide alley adjacent and South of Lot 22, in Block 1, of Roberts Addition to the City of Fargo, Cass County, North Dakota, said tract contains 393.72 square feet, more or less.

3. It is the intent of this agreement that Owner and Tenant may utilize City right-of-way only for establishing an outdoor patio dining area adjacent to the Owner's property. Owner and Tenant agree no additional encroachment may occur. Owner and Tenant may not increase its presence in the encroachment area.

4. This encroachment agreement is specifically subject to the Owner and Tenant

obtaining all necessary approvals including, but not limited to the necessary approvals in accordance with Article 18-03 of the Fargo Municipal Code in order to engage in the contemplated activity in the encroachment area, approval of the Health Department, and all necessary building permits. The obtaining of said approvals constitutes a specific condition precedent to the effectiveness of this agreement.

5. Owner or Tenant shall be permitted to install metal fencing on a seasonal basis to be used in conjunction with the dining encroachment associated with this agreement. The fence shall be no more than 42" high, and be at least 50% transparent. The fence shall include at least one gate, installed in accordance with the building code, and not be less than 36" wide, and include panic hardware release mechanism. No part of the fence shall be extended beyond the legal encroachment area, including installation hardware. The fence may be affixed to the pavement in a manner consistent with the manufacturer specifications. When the dining encroachment is not in use, the fence may remain, but all furniture and fixtures must be removed from the encroaching area.

6. Owner and Tenant are permitted to remove a grass area approximately 4 ½' x 19' immediately to the south of the permitted encroachment area, replacing the same with stamped poured concrete substantially similar to the installed surface in the encroachment area.

7. Owner and Tenant agree and understand that the encroachment area and adjacent alley are over a City sanitary sewer and that should repair or replacement of the sanitary sewer become necessary, City shall have no responsibility to Owner or Tenant for damage to any improvements permitted by this agreement in the alley right of way.

8. It is understood and agreed by and between the parties that Owner and Tenant will

be responsible for the repair or replacement of the fence, and further any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right-of-way. Owner and Tenant accept all maintenance responsibility for the space encompassed by the fence within the City right-of-way.

9. Owner's or Tenant's failure to maintain the encroachment as stated herein shall result in the City undertaking the removal of the encroaching fence and restoring the alley to green space or other suitable material, including gravel overlay. Any costs incurred by the City as a result of removing the fence or returning the encroachment area to public space shall be Owner's and/or Tenant's responsibility. Costs incurred by the City shall be collected from the Owner or Tenant, or alternatively, assessed against the Owner's property if not paid upon demand.

10. Owner and Tenant agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right-of-way as aforesaid. Owner or Tenant 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, and identifying City as an additional insured.

11. This agreement is personal to Owner and Tenant and cannot be sold, transferred or otherwise assigned. This agreement shall immediately terminate upon Owner's sale, transfer or assignment of the encroaching property. Subsequent Owners or Tenants may request permission to encroach, and enter into a separate agreement with City. City shall not withhold permission to encroach under the terms herein without due cause.

12. 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.

13. 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 Owner written notice thirty (30) days in advance to remove the encroaching fence and all private facilities.

14. Owner and Tenant agree and understand that they are responsible for restoration and replacement of all public property to its pre-encroachment condition, or pay all costs above those that would be incurred by City to restore such surface, in the event of voluntary or involuntary termination of this agreement.

15. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

16. Owner or Tenant agrees to pay City a $500 processing fee. Owner of Tenant further agree to pay City an annual fee of $500. Owner and Tenant agree and understand that failure to pay the annual fee in a timely manner may result in termination of this agreement upon 30 days written notice of default.

(The remainder of this page intentionally left blank)

Dated: _____

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

_____
Timothy J. Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

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

(SEAL)

_____
Notary Public
Cass County, North Dakota

Dated: 6/1/2017

OWNER:

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

On this 1 day of June, 2017, before me, a notary public in and for said county and state, personally appeared David J. Paulson (Owner) to me known to be the [person/persons] described in and that executed the within and foregoing instrument, and acknowledged to me that [he/she/they] executed the same.

CRAIG L. MARSHALL
Notary Public
State of North Dakota
My Commission Expires Mar. 25, 2022

(SEAL)

Notary Public
Cass County, North Dakota

Dated: 06/01/17

TENANT:

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

On this 1st day of June, 2017, before me, a notary public in and for said county and state, personally appeared Iloqu Chuck (Tenant) to me known to be the [person/persons] described in and that executed the within and foregoing instrument, and acknowledged to me that [he/she/they] executed the same.

(SEAL)

CORRINE POLIPNICK
Notary Public
State of North Dakota
My Commission Expires Aug. 7, 2018

Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo
Engineering Department
200 North Third Street
Fargo, ND 58102

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
505 North Broadway
Suite 206
Fargo, ND 58102

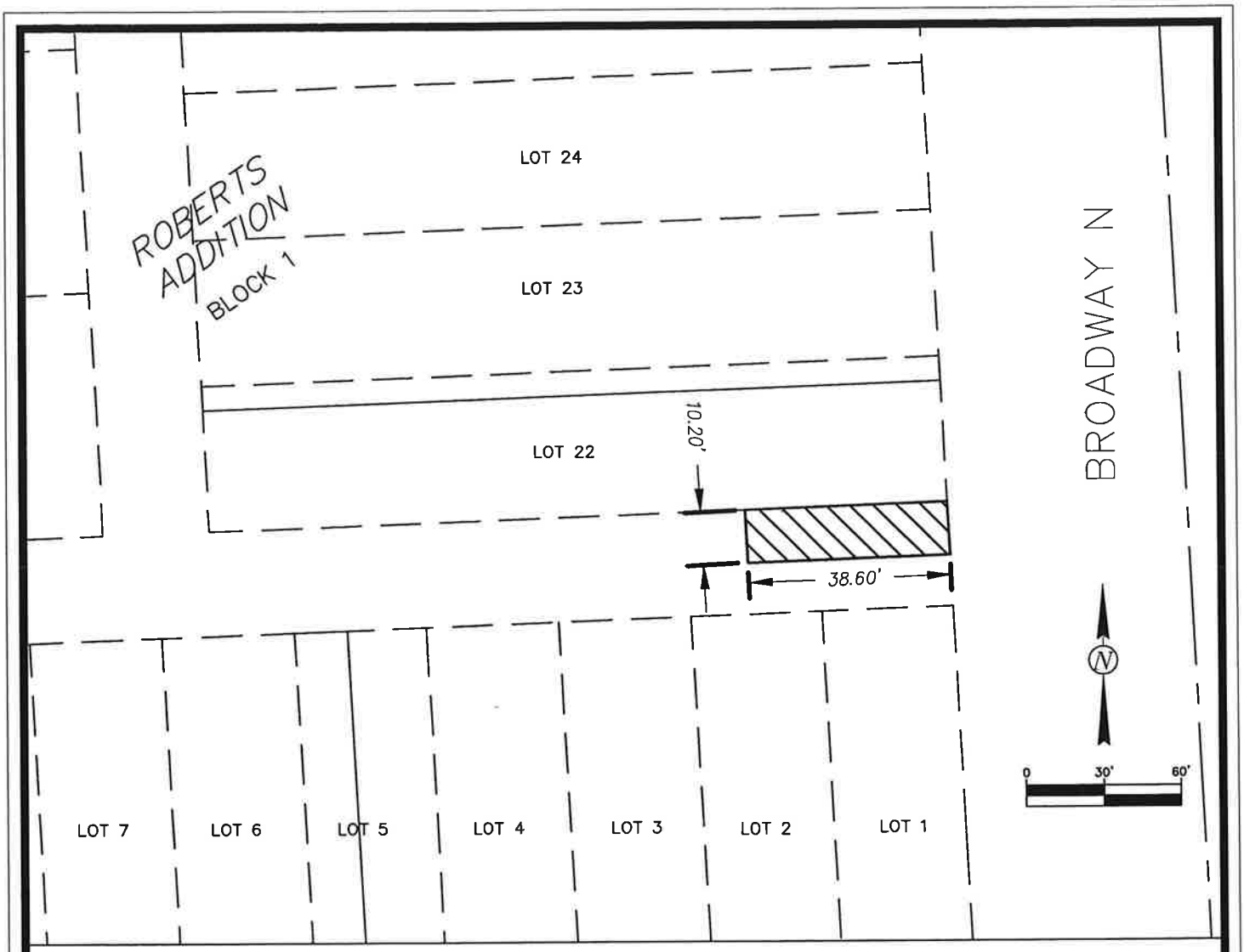


Exhibit A

▨ - New Encroachment Easement

Purpose: Encroachment Easement

Description:

The East 38.6 feet and the North 10.2 feet of the 20' wide alley adjacent and South of Lot 22, in Block 1, of Roberts Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 393.72 square feet, more or less.

Bearings based on the City of Fargo ground control system.

CITY OF Fargo ENGINEERING DEPT.	Encroachment Easement
	Alley adjacent and South of Lot 22, Block 1, Roberts Addition
DRAWN BY: SDK	DATE: MAY 30, 2017
APPROVED BY: BWW	SHEET 1 OF 1

19

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-B2

Type: Utility Relocation Agreement-Consolidated Communications

Location: Rosecreek Golf Course

Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed a communication from Project Engineer, Roger Kluck regarding the need to relocate Consolidated Communications lines out of the path of a levee project. The estimated cost of all work is $12,000.00.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to recommend approval of the relocation of utilities in support of the flood risk management project.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and authorize the Utility Relocation for Consolidated Communications.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax 460

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

COMMITTEE

	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer

ITEM 4

CITY OF Fargo

Memorandum

To: PWPEC REK, PE

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

Cc: Jody Bertrand, April Walker

Date: May 24, 2017

Re: Project #FM-15-B2 – Rose Creek Golf Course Flood Risk Management Project Utility Relocation

---

The Rose Creek Golf Course Flood Risk Management Project has been constructing nearly 4,400 linear feet of earthen levee, which will be either constructed or reconstructed to FEMA certified standards on the south side of Rose Coulee from 25th Street South to University Drive South. This project is occurring in two phases; with Phase One completed in 2016 and Phase Two construction planned for 2017. The plans for Phase 2 are complete and the project has been awarded to Excavating Inc.

The Rose Creek Phase II project will require the adjustment of utilities to facilitate levee construction. One of those utilities is Consolidated Communications. Consolidated Communications is relocating their line by going joint trench with Cass County Electric Cooperative. They have to move their line along University and then along the south side of Rose Coulee to stay out of the new levee foot print. The quoted cost from Consolidated Communications Enterprise Services, Inc. is $12,000.00 and the agreement is attached.

Recommended Motion
To approve payment to Consolidated Communications Enterprise Services, Inc. for $12,000.00 for relocation of their utilities and to recommend that the Mayor be approved to sign the contract.

REK/jmg
Attachment

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

REIMBURSEMENT AGREEMENT FOR UTILITY INFRASTRUCTURE

This REIMBURSEMENT AGREEMENT FOR UTILITY INFRASTRUCTURE (the "Agreement") is entered into between CITY OF FARGO, (the "City"), and CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC., a Delaware corporation ("Consolidated"), to be effective as of the last date executed below. The parties agree as follows:

1. Consolidated operates facility based telecommunications services and provides services to customers in the greater Fargo area. City now desires for Consolidated to relocate facilities to accommodate its plan for a project known as Rose Creek Phase 2 Project: FM-15-B2. Pursuant to the request of City and in accordance with the terms of this Agreement, Consolidated agrees to perform certain work on the Site as described on the work order attached as Exhibit A (the "Project").

2. City represents and warrants to Consolidated that City has all necessary right, title, license, and authority from Owner and otherwise authorizing Consolidated to perform the Project on the Owner's property and to grant Consolidated access to the Site.

3. The City agrees to reimburse Consolidated's costs of the Project (the "Costs") as set forth on Exhibit A (the "Construction Crew").

4. The Costs for the Project will be invoiced by Consolidated upon completion and will be due within thirty (30) days following receipt by the City of the invoice. In the event the City fails to pay any amounts due under the terms of this Agreement, City agrees to pay interest on the amounts past due at the rate of 1½% per month.

5. Each party maintains, at a minimum, the insurance coverage set forth on attached Exhibit B.

6. Upon execution of this Agreement by the parties, Consolidated will commence and endeavor to complete the Project as soon as possible, subject to force majeure events, including without limitation, unavailability of materials, labor unrest, acts of God, acts of public enemies, or any law, order, regulation, ordinance or requirement of any government or legal body or any representative of any such government or legal body.

7. The following miscellaneous provisions shall additionally apply to this Agreement:

   a. This Agreement comprises the complete and exclusive statement of the agreement of the parties concerning the subject matter hereof, and supersedes all previous statements, representations, and agreements between the parties. No subsequent agreement concerning modification to this Agreement shall be binding upon the parties unless it is made in writing by an authorized representative of each party.
   b. Each party agrees to take such further or additional action and execute and deliver to the other party such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other party in order to complete, assure and/or

evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein.

c. The relationship between City and Consolidated shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes.

d. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR FROM ANY BREACH OR PARTIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF THE PARTY OR ITS OR ITS AFFILIATES' DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS, CITYS AND/OR AGENTS.

e. This Agreement is for the sole benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement shall give or be construed to give any person or entity, other than the parties to this Agreement and their respective successors and assigns, any legal or equitable rights under this Agreement.

f. The parties agree that this Agreement shall be construed under the laws of the State of North Dakota without regard to choice of law principles and venue shall be in Cass County, North Dakota.

g. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile and pdf signatures to this Agreement shall be acceptable and binding.

h. Notices delivered under this Agreement shall be delivered to a party at the address set forth on Exhibit A and must be either (i) delivered by hand delivery to the, with written acceptance of said delivery by the other party, and shall be deemed given on the date so accepted, (ii) mailed by certified or registered mail, postage prepaid, return receipt requested and shall be deemed given on the third (3rd) business day after the date of posting in a United States Post Office, or (iii) given by a nationally recognized overnight courier and shall be deemed given one day after delivery to the overnight courier.

[signature page(s) follow]

By executing below, each of the undersigned represents and warrants that the undersigned has authority to execute this Agreement and that the Agreement has been fully authorized by the applicable party.

EXECUTED to be effective as of the last date set forth below.

CITY OF FARGO

By: _____
Print Name: Timothy J. Mahoney
Title: Mayor
Date: _____

CONSOLIDATED COMMUNICATIONS ENTERRPISE SERVICES, INC.

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A
Work Order for Project FM-15-B2

Date: May 22, 2017

Project Name: **Rose Creek Phase 2 Project #FM-15-B2**

City: **Fargo North Dakota**

Address: **City of Fargo**
200 Third Street North
Fargo, ND 58102
Attn: Roger Kluck

Telephone: **701-241-1537**

Consolidated:

Address: **Consolidated Communications Enterprise Services, Inc.**
121 South 17th St.
Mattoon, IL 61938
Attn: Ross Branstner

Telephone: **701-356-6004**

Project Description:

Consolidated will work jointly with Cass County Electric as well as CableOne to place new underground facilities along the North and East side of the new levee. This work will relocate our existing utilities that are currently located in the location of where the new levee wall will be built. The project will include relocating facilities on the upcoming Rose Creek Phase 2 Flood Wall Levee Project# FM-15-B2 along University Dr. S. in Fargo, ND. Consolidated currently have fiber optic lines that were placed jointly with Cass County Electric and CableOne which are in conflict with the new levee wall that is being constructed. The three utility companies have been working with Houston Engineering and have come up with an approved route to jointly relocate our facilities so that we will not be in conflict with this project (see attached exhibits).

Work Order Estimate: **$12,000.00**

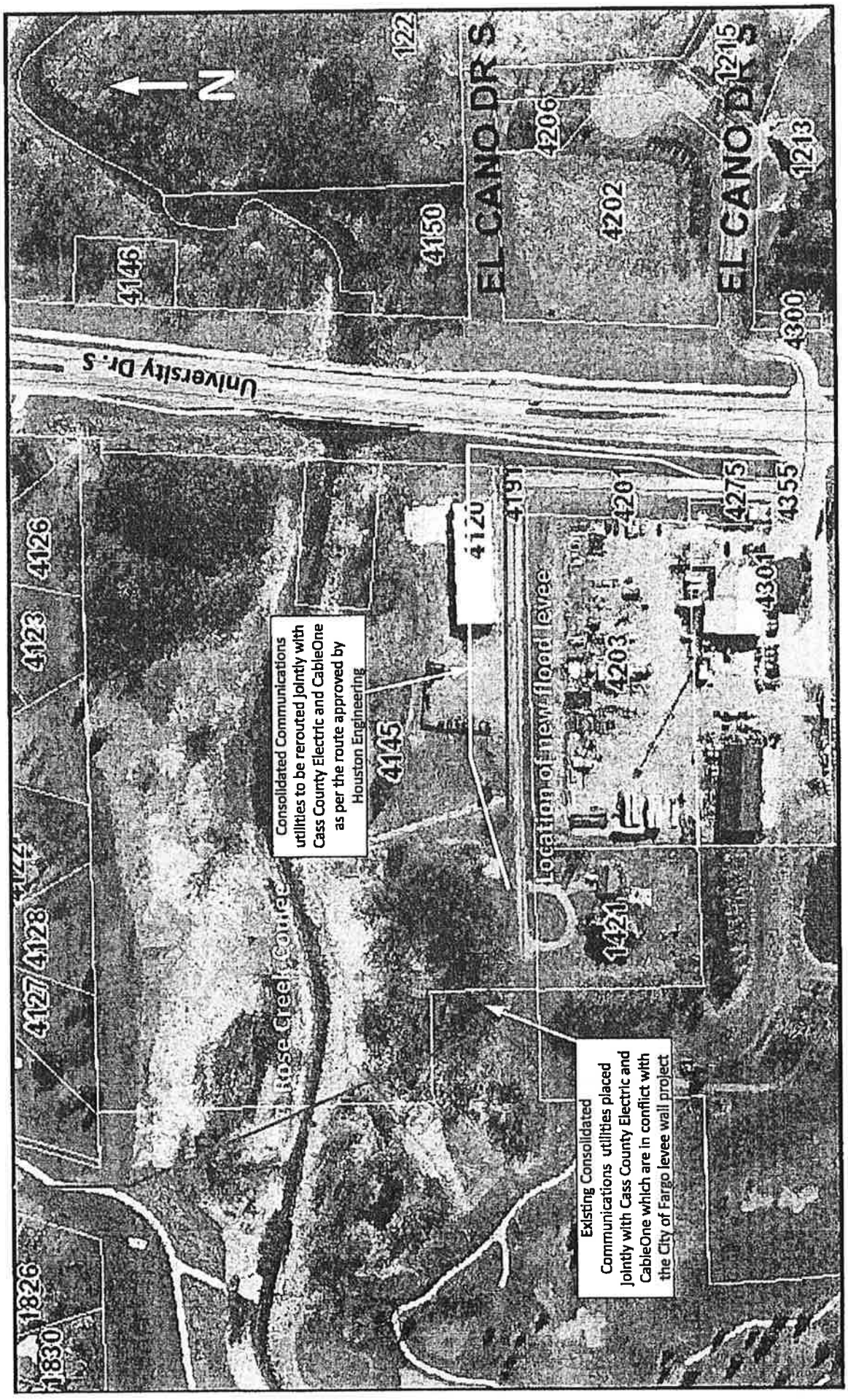
EXHIBIT B
Insurance

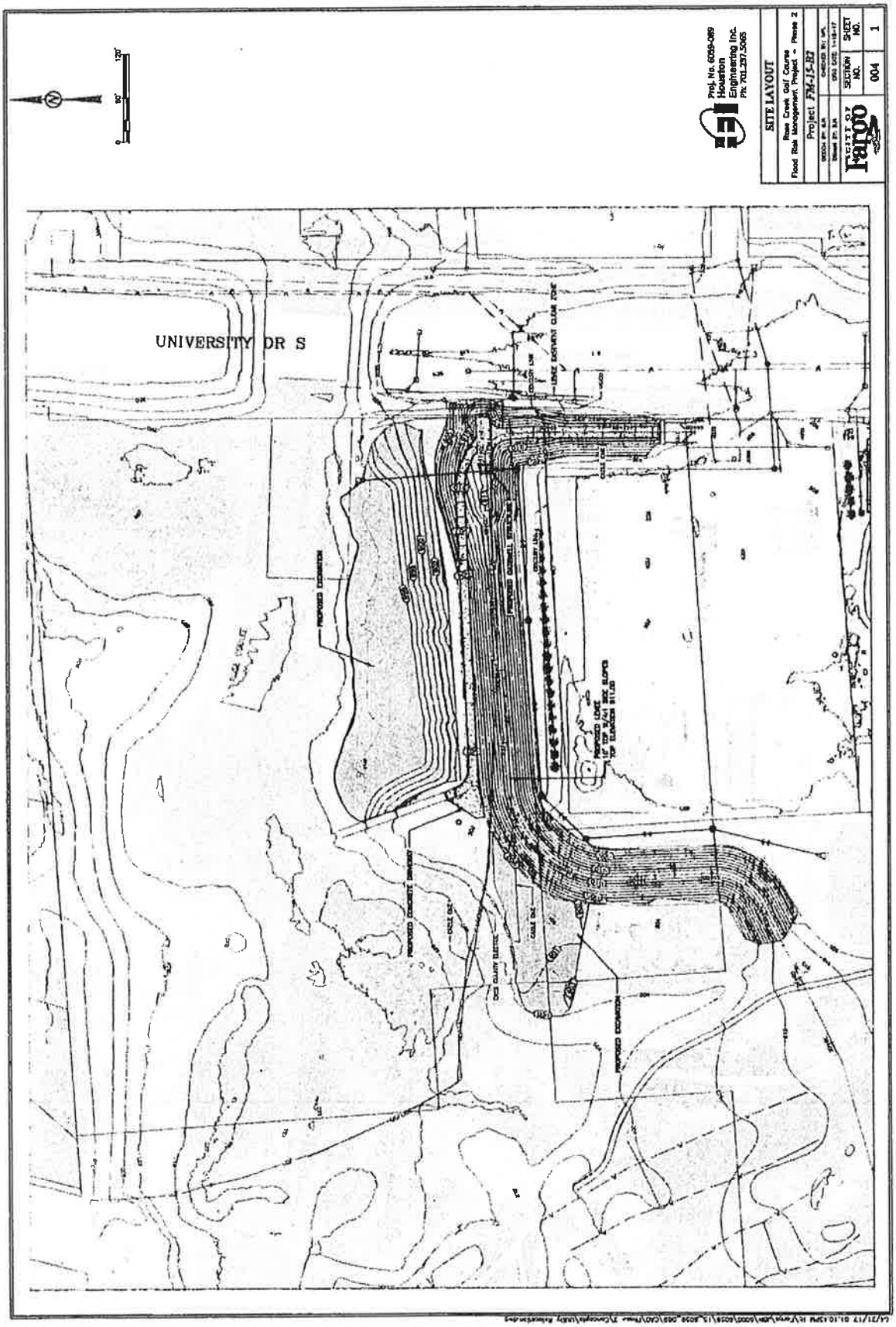
Each party will maintain the following minimum insurance coverage:

(a) Worker's compensation insurance covering all workers engaged in performance of the work for the Project in amounts not less than minimum coverage required by law, including employer's liability coverage of not less than $500,000.00

(b) Comprehensive general liability insurance. This insurance provides limits of not less than $1,000,000.00 per occurrence and $2,000,000 in aggregate.

(c) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with limits of not less than $1,000,000.00.


N
University Dr. S
EL CANO DR S
EL CANO DR
Rose Creek Coulee
Location of new flood levee
Consolidated Communications utilities to be rerouted jointly with Cass County Electric and CableOne as per the route approved by Houston Engineering
Existing Consolidated Communications utilities placed Jointly with Cass County Electric and CableOne which are in conflict with the City of Fargo levee wall project
1826
1830
4127
4128
4123
4126
4145
4120
4191
4201
4203
4275
4355
4301
4421
4146
4150
4202
4206
4300
1213
1215
122


UNIVERSITY DR S
SITE LAYOUT
Rose Creek Golf Course
Flood Risk Management Project - Phase 2
Project FM-15-132
SECTION NO. 004
SHEET NO. 1
Houston Engineering Inc.
Ph: 701.297.5065

REPORT OF ACTION (20)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-15-P0 Type: Consultant Amendment #1

Location: Citywide Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Jody Bertrand, Roger Kluck

The Committee reviewed a communication from Project Engineer, Roger Kluck regarding an amendment to the contract with AE2S regarding to prepare a revenue adequacy model and a Storm Sewer Rate model to accommodate the appropriate revenue level. AE2S has been asked to modify the model to contain additional scenarios that were not a part of the original project scope. The changes are estimated at $17,000 worth of effort.

Staff is recommending approval.

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

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Consultant Amendment in the amount of $17,000.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Federal, Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

April E. Walker

April E. Walker, P.E., C.F.M.
City Engineer

ITEM 6

CITY OF Fargo

Memorandum

To: PWPEC

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

Cc: Jody Bertrand, April Walker

Date: May 24, 2017

Re: Project #MS-15-P0 – Storm Water Utility Fee Study – Change Order #1

In the fall of 2016, the City developed an RFP to base their storm water utility fee on individual property's parcel parameters rather than the existing method that charges a fixed rate per water meter based on whether a parcel is residential or non-residential. The Consultant was tasked to review current utility fees, analyze the costs assigned to storm water with an emphasis on system operation and maintenance, and look at areas where storm water system maintenance is being funded by other City sources. The goal of the study is to develop a funding model to make sure there is sufficient funding to operate and maintain the existing and projected storm water system needs as the City grows. The final report was intended to include recommendations on how to improve the level of service for operations and maintenance. On January 26, 2017, a contract was entered into with AE2S/Houston for $77,500.00 to provide the study services. Thru the winter, the Consultant set about the study and collecting data.

Originally, AE2S was directed to use in their funding model sources of funding that included the Diversion Sales Tax. In 2016, a list of major storm water projects that would be funded thru the Diversion Sales Tax was developed. This list was included in the model and helped slow the pace of increases in storm water utility fees in the first five years of implementation of the new model.

Recently, Engineering was advised that the Diversion Sales Tax monies might not be available as planned. This resulted in having to redo the funding model to account for funding new and major upgrades to storm sewer lift stations out of the new storm water utility fee model from the beginning.

AE2S has asked for a contract amendment to revise the Storm Water funding model to stand alone without assistance from the Diversion Sales Tax. More specifically the Consultant has outlined their added work as follows:

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

1. **Additional Revenue Requirements and Rate Design Efforts:** The original quantification of revenue requirements as well as calculation of rate design alternatives (from the multiple variations of quantified revenue requirements) has amounted to more project hours than originally anticipated in the original project scope and fee budget for these tasks. This was due to multiple factors including a change in anticipated use of Diversion Sales Tax funding within the storm water fund and a shift in rate design philosophy to maintaining existing minimum fees. This additional effort resulted in some rework as well as additional progress meetings/reviews with City Staff to determine final revenue requirements from which the preferred rate strategy will be calculated.

2. **Extended Timeline:** The City and AE2S project team had originally envisioned completion of this project by May 5, 2017. In general, and due to the additional evaluations undertaken as described above, extension of the project schedule is anticipated to result in additional project hours to completion.

The quoted request for Change Order 1 from AE2S is $17,000.00 and the request is attached.

Recommended Motion
To approve Change Order 1 to AE2S for $17,000.00 for additional work on their study contract.

REK/jmg

AE2S NEXUS
The Financial Link

May 18, 2017

City of Fargo
Attn: Roger Kluck, P.E.
200 3rd St North
Fargo, ND 58102

Re: Scope, Fee, and Schedule Amendment Request: Storm Water Utility Fee Study
Project #MS-15-P0

Dear Roger:

The purpose of this letter is to request a scope and fee amendment under Section 3 of the existing Agreement between the City of Fargo and Advanced Engineering and Environmental Services, Inc. (AE2S) for the Storm Water Utility Fee Study, Project # MS-15-P0. Section 3 of the Agreement, dated January 26, 2017, notes that the consultant will provide a contract amendment setting out the fees for the requested change. AE2S is requesting additional payment in an amount up to $17,000, increasing the total contract maximum to $94,500. The following outlines the justification for this additional project cost with a summary table outlining remaining tasks, estimate to complete, and resulting amendment request.

1. **Additional Revenue Requirements and Rate Design Efforts:** The original quantification of revenue requirements as well as calculation of rate design alternatives (from the multiple variations of quantified revenue requirements) has amounted to more project hours than originally anticipated in the original project scope and fee budget for these tasks. This was due to multiple factors including a change in anticipated use of Diversion Sales Tax funding within the storm water fund and a shift in rate design philosophy to maintaining existing minimum fees. This additional effort resulted in some rework as well as additional progress meetings/reviews with City Staff to determine final revenue requirements from which the preferred rate strategy will be calculated.

2. **Extended Timeline:** The City and AE2S project team had originally envisioned completion of this project by May, 5 2017. In general and due to the additional evaluations undertaken as described above, extension of the project schedule is anticipated to result in additional project hours to completion. The following table has been constructed to indicate project budget remaining through April 2017, remaining hours by task estimated from the beginning of May to project completion, and the resultant estimated fee amendment required to completion.

4050 Garden View Drive, Suite 200 Grand Forks, ND 58201 Phone: 701-746-8087 Fax: 701-746-0370

AE2S NEXUS
The Financial Link

Task	Estimated Fee To Complete
Tasks 1-4:	
Revised Rate Design/Revenue Adequacy Scenario Analysis	$7,600
Preparation of Materials for Revised Analysis and Attendance at Progress Meeting with City	$1,900
Finalize Rate Scenario/Revenue Adequacy Projections	$2,700
Finalize Credit Memorandum	$1,000
Rate Design/Revenue Adequacy Technical Memorandum	$4,000
Task 5: Public Presentation and Stakeholder Outreach/Implementation Planning	
Edits to Communications Plan, as needed	$400
Develop General Presentation/Modifications for Specific Audiences	$4,500
Brown Bag with Commission	$1,350
Attendance at Final Presentation	$1,350
Task 6: Revised Fee Structure Implementation Planning and Training	
Finalize Master Account File	$2,500
Master Account File Maintenance Protocol	$1,600
Draft Ordinance Development	$2,200
Billing Test Runs	$2,000
Storm Water Fees 101 Fact Sheet	$400
Total	**$33,500**
Less Remaining Budget 4/30/17	-$16,500
Contract Amendment Request	**$17,000**

In consideration of the above outlined scope additions and schedule of the work extension, we are respectfully requesting an amendment to the Agreement as indicated in the table provided. AE2S greatly appreciates the continued opportunity to provide professional service to the City of Fargo. If you have any questions or require any additional information regarding this amendment request, please do not hesitate to contact me at (701) 746-8087.

Sincerely,

AE2S

Shawn Gaddie, PE
Project Manager

4050 Garden View Drive, Suite 200 Grand Forks, ND 58201 Phone: 701-746-8087 Fax: 701-746-0370

REPORT OF ACTION (21)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-03

Type: Final Balancing Change Order #6

Location: Between 10th and 12th Avenue on 4th Street South

Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Project Engineer, Jody Bertrand, related to a Final Balancing Change Order in the amount of $41,842.40 bringing the total contract amount to $3,184,501.25. This change order also reconciles the estimated quantities used in the contract with the final quantities as measured in the field. The Final Balancing Change Order reflects a slight reduction of work completed on this project.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Bruce Grubb, the Committee voted to recommend approval of the Final Balancing Change Order #6.

RECOMMENDED MOTION
Approve Final Balancing Change Order #6 in the amount of $-41,842.40 for, the reduction of work needed to complete, Project FM-14-03, bringing the total contract amount to $3,184,501.25.

PROJECT FINANCING INFORMATION:
Recommended source of refunding for project: Flood Sales Tax

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

April E. Walker

April E. Walker, P.E., C.F.M.
City Engineer

C: Kathy Volk

ITEM A1

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jody Bertrand, Division Engineer

Date: 5/29/2017

Re: Project #FM-14-03 – 4th Street South Flood Risk Management Phase 3, Final Balancing Change Order #6

Background:

Project #FM-14-03 is for the construction of new levee and floodwall along with the associated storm system components with a gatewell structure and concrete pavement located between 10th and 12th Avenue on 4th Street South.

Attached is a Final Balancing Change Order #6 for Project #FM-14-03 in the amount of $41,842.40 bringing the total contract amount down to $3,184,501.25. This change order also reconciles the estimated quantities used in the contract with the final quantities as measured in the field. The Final Balancing Change Order reflects a slight reduction of work completed on this project. The amount of existing topsoil on site, allowed the topsoil import volume to be reduced for a cost savings of over $42,000, along with an additional reduction of $87,000 for the removal of the F & I Temporary Shoring bid item. The two largest increased bid items were the clay volume needed to be hauled from the site in combination with additional excavation for that process. The overall cost of the project was 0.6% below the original Contractor bid amount of $3,203,188.05 which resulted in an -$18,686.80 reduction. The project has $62,500.00 in liquidated damages incurred by the Contractor for not meeting completion dates per the contract.

This project is funded 100% through the City's Flood sales tax.

Recommended Motion:

Approve Final Balancing Change Order #6 in the net amount of $41,842.40.

JRB/kdv
Attachment

CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-14-03	**Change Order No**	6
Project Name	4th Street Flood Risk Management Project - Phase 3		
Date Entered	5/11/2017	**For**	Industrial Contract Services

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 ($)	C/O Ext Price ($)
Miscellaneous	2	Temp Fence - Safety	LF	2,396.00	0.00	2,396.00	22.00	2,418.00	4.50	99.00
	3	Remove Fence	LF	185.00	0.00	185.00	-155.00	30.00	12.00	-1,860.00
	6	Remove Tree	EA	36.00	0.00	36.00	-6.00	30.00	250.00	-1,500.00
	7	Silt Fence - Standard	LF	1,142.00	0.00	1,142.00	13.00	1,155.00	2.00	26.00
	8	Sediment Control Log 10" to 15" Dia	LF	790.00	0.00	790.00	-445.00	345.00	3.00	-1,335.00
									Miscellaneous Sub Total ($)	-4,570.00
									Grand Total ($)	**-4,570.00**
Sanitary Sewer	14	Plug Pipe 8" Dia	EA	1.00	0.00	1.00	1.00	2.00	1,500.00	1,500.00
									Sanitary Sewer Sub Total ($)	1,500.00
									Grand Total ($)	**1,500.00**
Water Main	15	F&I Fittings Ductile Iron	LB	1,900.00	0.00	1,900.00	590.00	2,490.00	5.00	2,950.00
	18	F&I Insulation 4" Thick	SY	4.00	0.00	4.00	12.00	16.00	65.00	780.00
	19	Plug Pipe 6" Dia	EA	1.00	0.00	1.00	-1.00	0.00	1,500.00	-1,500.00
	20	F&I Pipe C900 DR 18 - 4" Dia PVC	LF	22.00	0.00	22.00	-12.00	10.00	40.00	-480.00
	21	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	12.00	0.00	12.00	6.00	18.00	50.00	300.00
	22	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	30.00	0.00	30.00	-9.00	21.00	60.00	-540.00
	23	Remove Pipe All Sizes All Types	LF	264.00	28.00	292.00	-102.00	190.00	20.00	-2,040.00
	24	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	35.00	0.00	35.00	-3.00	32.00	80.00	-240.00

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Water Main	26	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	76.00	0.00	76.00	-4.00	72.00	80.00	-320.00
									Water Main Sub Total ($)	-1,090.00
									Grand Total ($)	**-1,090.00**
Storm Sewer	35	Remove Inlet	EA	4.00	0.00	4.00	1.00	5.00	1,500.00	1,500.00
	40	F&I Pipe 12" Dia Reinf Conc	LF	54.00	0.00	54.00	14.00	68.00	90.00	1,260.00
	42	Remove Pipe All Sizes All Types	LF	412.00	0.00	412.00	14.00	426.00	30.00	420.00
	43	F&I Pipe w/GB 12" Dia Reinf Conc	LF	74.00	0.00	74.00	-37.00	37.00	120.00	-4,440.00
	44	F&I Pipe w/GB 21" Dia Reinf Conc	LF	10.00	0.00	10.00	16.00	26.00	200.00	3,200.00
									Storm Sewer Sub Total ($)	1,940.00
									Grand Total ($)	**1,940.00**
Paving	46	Remove Gravel Surfacing All Thicknesses	SY	637.00	0.00	637.00	284.00	921.00	6.50	1,846.00
	47	Remove Pavement All Thicknesses All Types	SY	952.00	0.00	952.00	44.00	996.00	15.00	660.00
	48	Subgrade Preparation	SY	798.00	0.00	798.00	50.00	848.00	6.50	325.00
	49	F&I Woven Geotextile	SY	798.00	0.00	798.00	50.00	848.00	1.50	75.00
	50	F&I Class 5 Agg - 8" Thick	SY	798.00	0.00	798.00	50.00	848.00	15.00	750.00
	51	F&I Curb & Gutter Standard (Type II)	LF	462.00	0.00	462.00	122.00	584.00	50.00	6,100.00
	52	Remove Curb & Gutter	LF	282.00	0.00	282.00	-6.00	276.00	10.00	-60.00
	53	F&I Pavement 6" Thick Reinf Conc	SY	319.00	0.00	319.00	27.00	346.00	90.00	2,430.00
	54	F&I Pavement 8" Thick Reinf Conc	SY	586.00	0.00	586.00	30.00	616.00	110.00	3,300.00
	55	F&I Sidewalk 4" Thick Reinf Conc	SY	170.00	0.00	170.00	-4.00	166.00	75.00	-300.00
	57	F&I Driveway 6" Thick Reinf Conc	SY	133.00	0.00	133.00	18.00	151.00	85.00	1,530.00
	63	Traffic Control - Type 1	LS	1.00	0.00	1.00	-0.40	0.60	10,000.00	-4,000.00
	66	F&I Retaining Wall	SF	173.00	0.00	173.00	32.00	205.00	60.00	1,920.00
	68	Remove Retaining Wall	SF	914.00	0.00	914.00	104.00	1,018.00	6.00	624.00
									Paving Sub Total ($)	15,200.00
									Grand Total ($)	**15,200.00**

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Flood Mitigation	72	Topsoil - Strip	CY	592.00	0.00	592.00	31.00	623.00	2.50	77.50
	73	Topsoil - Spread	CY	1,867.00	0.00	1,867.00	467.00	2,334.00	3.00	1,401.00
	74	Topsoil - Import	CY	1,275.00	0.00	1,275.00	-1,202.00	73.00	35.00	-42,070.00
	75	Fill - Haul	CY	10,402.00	0.00	10,402.00	3,098.00	13,500.00	18.00	55,764.00
	76	Embankment	CY	2,467.00	540.00	3,007.00	549.00	3,556.00	5.00	2,745.00
	77	Excavation	CY	9,242.00	540.00	9,782.00	4,071.00	13,853.00	3.00	12,213.00
	78	Mulching Type 1 - Hydro	SY	16,940.00	0.00	16,940.00	-702.00	16,238.00	0.50	-351.00
	79	Seeding Type B	SY	16,940.00	0.00	16,940.00	-88.00	16,852.00	0.20	-17.60
	80	Overseeding	SY	16,940.00	0.00	16,940.00	-1,370.00	15,570.00	0.15	-205.50
	81	Weed Control Type B	SY	16,940.00	0.00	16,940.00	-16,940.00	0.00	0.10	-1,694.00
	82	Inspection Trench	CY	22.00	0.00	22.00	40.00	62.00	25.00	1,000.00
								Flood Mitigation Sub Total ($)		28,862.40
								Grand Total ($)		28,862.40

Summary

Source Of Funding	
Net Amount Change Order # 6 ($)	41,842.40
Previous Change Orders ($)	-60,529.20
Original Contract Amount ($)	3,203,188.05
Total Contract Amount ($)	3,184,501.25

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
11/23/2015	0.00	11/23/2015

Description

APPROVED

GARY BEETER

For Contractor

ICS, INC.

APPROVED DATE

5/31/17

Department Head

Arnold E Walker

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title	V.P.	Mayor	
		Attest	

REPORT OF ACTION 22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. HD-17-A1

Type: Contract Amendment -Time Extension
Width Approval

Location: 4117 15th Street South

Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the attached letter from Project Manager, Rob Hasey regarding two requests. One is for a contract time extension, and the other is related to the maximum allowable width of the structure during the move.

With regard to the first request, the deadlines were established in the hopes that we would be building the flood control project in 2017. We have been unable to secure all of the property necessary to execute the project, therefore staff is recommending approval of the time extension as follows:

Original Completion Date	Previous Revisions	Current Revisions
Intermediate-July 15, 2017 **Substantial-August 15, 2017** **Final-September 15, 2017**	None	Intermediate-August 15, 2017 Substantial-August 15, 2017 Final-September 15, 2017

With regard to the second request on the width of the Structure, the contract Special Instructions to bidders included a maximum width of 45'. This width was established through discussions with the City Forester and reflected decisions made by the House Moving Committee in an attempt to protect curb and gutter from being damaged. Previously, this Committee (PWPEC) had recommended a maximum width of 54.5' for a house in the same neighborhood that was being auctioned by the City. Engineering staff is still comfortable that this is a workable width that would allow this house to be moved. The Contractor is asking for 57.5' measured at the top of house and 53.5' at the base. As the portion of the house that is 57.5' would not be in conflict with any trees. In addition, the portion of the structure that would be in conflict would not be in conflict a maximum width of 54.5'. The home mover will still be subject to the House Moving Committee's decisions regarding damages to curbs and medians and will have to work with them to provide for appropriate conditions to the permit to address concerns.

Staff is recommending a maximum width for the portion of the structure in conflict with infrastructure of 54.5'.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the time extension and for a 54.5' maximum width.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the contract amendment as well as the maximum width designation at 54.5' for this particular home move.

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

	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

PWPEC ROA
5/30/17 -- Page 2

COMMITTEE

	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☐	☑	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

B. L. E. Dennis for April Walker

April E. Walker, P.E., C.F.M.
City Engineer

ITEM A2

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Rob Hasey, Project Manager RH

Date: May 29, 2017

Re: Project #HD-17-A1 –Change Order #1 – Time Extension and Moving Width Approval

---

Background:

Project #HD-17-A1 is the demolition project for the removal of eleven structures in various areas throughout the City for future flood risk reduction projects.

The buyer of the home located at 4117 15th Street South is requesting a time extension for the intermediate completion date from July 15th to August 15th, 2017 to coincide with the substantial completion date of the other ten structures. The original intent of the intermediate completion date was to facilitate the commencement of construction on the Rosewood flood control project along Rose Coulee. Another buyout property located to the west at 4122 17th Street South has still not been acquired and the presence of 4117 15th Street South for an additional 30 days will not delay the Rosewood project. Engineering proposes to amend the intermediate completion date to correspond with the substantial completion for this project.

The buyer has consulted a moving company to transport the structure at 4117 15th Street South out of town on University to a final destination of Mapleton, ND. As part of the Special Instructions to Bidders for project HD-17-A1 the maximum moving width allowed for this house was set at 45'. To facilitate the moving of the structure without separating portions of the home into smaller segments, a width of 54.5 feet is required to allow for movement of the home. On a previous house auction held in 2014, the home at 4120 15th Street South was allowed a maximum moving with of 54' and ultimately was moved from the neighborhood at a width of 44.5 feet. With the moving width being presently requested at 54.5 feet, no trees along the removal route need to be trimmed or removed. The mover will still need to get approval from the City moving committee to complete the transfer. An attached letter to this memo from the mover describes the route to be taken and obstacles to be encountered through the moving process.

Recommended Motion:

Approve a time extension of an additional 30 days to the intermediate completion date for the property located at 4117 15th Street S, and approve the maximum moving width of 54.5 feet for the relocation of the same property.

Original Completion Dates	Revised Previously	Recommended by Staff
Intermediate – July 15, 2017 Substantial – August 15, 2017 Final – September 15, 2017		Intermediate – August 15, 2017 Substantial - August 15, 2017 Final - September 15, 2017

RJH
Attachment

Thein Moving Co. Inc.
23 N. Main St. PO Box 298
Clara City, MN 56222

RE: 4117 15th Street South

Jody R. Bertrand:

We were contacted by Jake Antony to look at the possibility and feasibility of moving the home located at 4117 15th Street South. After looking at the home and measuring the dimensions of the home, we determined the base of the home would have a loaded width of 54'6", which would be roughly 7' off the ground during transport. The eve width is 57', which would be roughly 17' off the ground loaded on dollies. The tightest spot, on the route, is on 15th Street just before we would turn onto 40th Avenue (64' roughly from branch to branch). There are 2 light poles that would need to be set down on 15th Street. The home would then turn onto 40th Avenue to head east towards University Avenue (only signage would be affected). At the intersection of 40th Avenue and University one of the traffic signals will need to be temporarily swung out of the way. As the home heads south on University, the home will have to cross over the median. In the areas where the truck or dollies have to cross over the grass medians, steel plates or mats can be laid down to protect against any damage. As the home approaches the first median south of the bridge south of University and 40th Avenue, the home will need to hug the west side of the road to miss the trees on the median. Therefore, several street lights (4 or 5 in total from the distance of 40th and 52nd) will need to be temporarily laid down, then reinstalled after the home has passed by. If the dolly wheels enter the grass beyond the edge of the curb, mats or steel plates will placed to protect the grass and to ensure that no damage is done to this area.

At the 2nd median, near Rose Creek Golf Course, there are three trees on the west side of the road that the home will lightly brush. The measurement of this area is 52' from tree to tree. The branches of these trees are smaller and soft which will not pose an issue. As the home approaches 52nd Avenue, it will move around the signals to continue heading south on University Avenue.

The last set of signals the home will encounter is at 58th Street South, both signals will need to be swung out of the way in order for the home to move through. There will also, be some signage that will need to be temporarily removed along this route. Jake will be in contact with a qualified company, that will be responsible for the removal and replacement of the signage (possibly 3D Specialties).

This is a beautiful home that has an opportunity to be saved instead of being demolished. Your consideration of our proposal to increase the current width restriction of 45' to accommodate this home is greatly appreciated.

Please, feel free to contact me with any questions you may have in regards to this move I will be happy to provide you with any information that you may need.

Sincerely,

Matt Thein
Thein Moving Co.
320-894-7056
matt@theinmoving.com

REPORT OF ACTION (23)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-16-F0 — Type: Contract Amendment #1

Location: Citywide — Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Jeremy Gorden

As you are aware, Flint Communications has been working with the Engineering Department and with the Communications Manager to improve outreach to the public on construction projects. As a part of this process, additional tasks that were not in the original scope have been identified and due to the success of the work that has occurred so far, staff would like to extend the services through the end of this year. A new RFP will be conducted to secure services for 2018 and beyond. The cost of this amendment is $102,408.95 bringing the total contract amount to $250,408.95. It is recommended that the additional funding be allocated from the Traffic Engineering 2017 Striping line item. This year's striping project has been awarded and excess budget exists.

Staff is recommending approval of the Contract Amendment.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the contract amendment.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the agreement.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Traffic Engineering Budget Funds

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

B. E. Dunn for April Walker
April E. Walker, P.E., C.F.M.
City Engineer

CITY OF Fargo

ITEM 3

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

May 26, 2017

To: Members of PWPEC

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

Subject: Contract Amendment No. 1 to Professional Services Agreement with the Flint Group for Public Information Coordinator Services
Project No. MS-16-F0

I have attached Amendment No. 1 to the Professional Services Agreement from Melissa Reichert with the Flint Group that covers the additional services associated with this project, as well as a proposal to extend their contract to the end of 2017.

The first section of the amendment is necessary to address the contract with Flint that was outside of the original scope of work. The items are as follows:

- Fargo Streets logo development
- Accessing and refining communications materials
- Community event planning, staffing and assets – Downtown Street Fair
- City of Fargo website conversion
- Hands on staff tutorial/training for website and social platform with multiple departments

The second part of the amendment relates to our desire to extend Flint's services to us to the end of 2017. We would like to do this as the current contract ends in June and we would like services throughout the construction season. Ending it at year end enables us to budget for these services throughout our normal budgeting procedures.

This contract was originally funded with Sales Tax funds in the amount of $148,000. In January I requested permission from the Finance Committee to enter into discussions for this contract extension and would fund it with remaining funds from the 2016 Traffic Engineering (TE) budget. The Finance Committee approved this request. However, upon further accounting review, there were no remaining funds from the 2016 TE budget. I now propose to use 2017 Traffic Engineering budget funds from the Striping line item to fund both the out of scope services as well as the extension of the contract. We have bid out our annual pavement marking contract and have the capacity to fund this work from that budget line item. I have attached the Flint Group's proposed scope of work for your review. The out of scope work amount is $27,656.55, and the contract extension amount is $74,752.40, making the total contract amendment amount $102,408.95.

Recommended Motion

Approve Contract Amendment No. 1 with the Flint Group in the amount of $102,408.95, using existing 2017 Traffic Engineering funds to fund this work.

Attachments

FLINT GROUP

101 N 10th Street
Fargo, ND 58102
701-237-4850

Contact: Melissa Reichert
melissa.reichert@flint-group.com, 701-499-2133

CONTRACT AMENDMENT AND EXTENSION

City of Fargo
Engineering Department
200 3rd St. N, Fargo, ND 58102

MS-16-F0 –
Public Information Coordinator Services

May 31, 2017

Contact Information:

Company Name:	Flint Communications (dba Flint Group)
Contact for this Proposal:	Melissa Reichert, melissa.reichert@flint-group.com, 701-499-2150
Physical Mailing Address:	101 N 10th Street, Fargo, ND 58102
Telephone Number:	701-237-4850
Federal Tax ID:	45-0216764

Statement of Responsible Agent

We understand the requirements of the PIC contract and will gladly continue to comply with the provisions. Neither our company nor any of the individuals who will work on this contract has a conflict of interest.

This proposal is respectfully submitted by the President/CEO, who is authorized to legally bind Flint Communications to the terms and conditions described herein.

Roger Reierson, President/CEO

FLINT GROUP

Mr. Jeremy Gorden
CC: Gregg Schildberger

It's been a pleasure working with the City of Fargo Engineering Department (Department) in the capacity of the Public Information Coordinator (PIC). Our team has integrated to create a streamlined approach, as well as a great working relationship, across your department and the additional city departments that support Engineering.

For any additional clarification, on what we've outlined in each proposal, please don't hesitate to contact us. Thank you for your considerations of continuing this collaboration and partnership!

PIC OUT OF SCOPE CONTRACT AMENDMENT – April 1 - June 7, 2017

This is a proposal for services rendered above the initial scope of the first year of PIC services.

Moving from a reactive to a proactive communications strategy and content rich department, Flint Group increased our scope of work with additional services and creation of resources for the City of Fargo Engineering Department beyond time estimates and initial scope of the original Public Information Coordinator (PIC) services. The additional services rendered include:

- FargoStreets logo development
- Accessing and refining communications materials
    - PO Memo
    - Project fact sheets
    - Website content
- Community event planning, staffing and assets – Downtown Street Fair
- City of Fargo website conversion
- Hands on staff tutorial/training for website and social platform with multiple departments

As requested, below is a summary of services rendering in April and anticipated services for the rest of May through June 2017. Our current contract expires on June 8, 2017.

ADDITIONAL SERVICES

- April – services rendered
    - Weekly Engineering team meeting and project related follow up
    - Account and communication plan management – Monthly invoices and execution of plan tactics
    - Draft project news releases and work zone updates to PIC managed projects – Distribution to zone email and social content
    - Pre-con meeting for PIC managed project – Broadway and 2nd Avenue N/Roberts Ramp
    - Downtown Access/Street Fair Map – Joint meeting with planning and MATBUS
    - Creative services for maps, public meetings and PO memos for PIC managed projects
    - Remaining radio (at NET; two radio spots rotating for work zone awareness and 32nd Ave) media plan for part one
    - Social sponsored/boosted content for Facebook
    - Post project related updates and content to FargoStreets.com
    - FargoStreets signage creative for CIP project awareness – Design/rendering for City
    - FargoStreets.com CMS and interactive map management
    - Community management for FargoStreets Facebook page and social content development for Twitter includes photo and video content development

FLINT GROUP

  - Response to FargoStreets email questions
  - City of Fargo new website platform IT training and content strategy
  - NDDOT and guest speaker City of Fargo work zone safety news conference – Planning, talking points and media relations for City of Fargo presence
- May – services rendered/services anticipated
  - Weekly Engineering team meeting and project related follow up
  - Account and communication plan management – Monthly invoices and execution of plan tactics
  - Draft project news releases and work zone updates to PIC managed projects – Distribution to zone email/business outreach and social content
  - Creative services for maps, public meetings and PO memos for PIC managed projects
  - Budget to support sponsored/boosted content for Facebook – Project starts
  - Post project related updates and content to FargoStreets.com
  - FargoStreets signage creative for CIP project awareness – Design/rendering for City
  - FargoStreets.com CMS and interactive map management
  - Community management for FargoStreets Facebook page and social content development for Twitter includes photo and video content development
  - Response to FargoStreets email questions
  - City of Fargo new website platform – Additional IT training and content input
  - Downtown Street Fair Planning – Draft map and engagement strategy for booth
  - Resident communication – Seal coat project postcard time, hard cost in contract amendment two
    - Approve cost estimate
    - Finalize mailing batches
    - Mail project-related postcards
- June – services anticipated, June 1 – 7
  - Weekly Engineering team meeting and project related follow up
  - Draft project news releases and work zone updates to PIC managed projects – Distribution to zone email/business outreach and social content
  - Creative services for map updates
  - Budget to support sponsored/boosted content for Facebook – Project starts
  - Post project related updates and content to FargoStreets.com
  - FargoStreets.com interactive map management
  - Community management for FargoStreets Facebook page and social content development for Twitter includes photo and video content development
  - Response to FargoStreets email questions
  - Engineering meeting and project related follow up
  - Downtown Street Fair Planning – Updates to map and booth logistics

It is understood that, in addition to the deliverables outlined above, we will maintain written documentation of our work and communicate it to the Department on a monthly basis.

OUT OF SCOPE CONTRACT AMENDMENT COST PROPOSAL

2017 PIC [4/1/17 – 6/7/17]	SLATED BUDGET
April (includes remaining Q2 media at NET)	$16,706.55
May	$8,450
June 1 – 7	$2,500
TOTAL	$27,656.55

FLINT GROUP

PIC CONTRACT EXTENSION – June 8 - December 31, 2017

Flint Group would like the opportunity to continue working with Division engineers, civil engineers and the traveling public by extending the PIC services contract until December 31, 2017. Our current contract expires on June 8, 2017, and we will be very active communicating project updates for the large projects through Fargo.

SCOPE OF WORK

Flint has assembled a diverse team to support the responsibilities of the Department's PIC services and manage our strategic approach to public and community relations, media planning and placement, radio and social ad development, hosting and maintenance of FargoStreets.com and creative messaging of project information. Our efforts focus on helping spread the mission of the Department – moving forward growth of the city – with sharing positive and proactive key messages about the capital improvement programs in a relatable way to the public.

Flint understands the Department's goal of keeping the public informed about the status of and potential impacts of construction and infrastructure related projects as well as promoting safety in construction zones for the traveling public and construction workers. We understand and appreciate the amount of pressure and responsibility placed on City of Fargo engineers. The way we see it, the most important role of the PIC is to manage the exchange of public information, across the multiple channels today's traveling public needs to stay updated, needs so that the engineers can focus on all other challenges associated with their projects.

With the remaining budget, Flint will continue to manage the PIC role with a dedicated focus on 4th Street N, 2nd Avenue N, 25th Street S, 19th Avenue, and city-wide preventive maintenance projects as well as where project support is needed. This includes all the full responsibilities of the PIC:

- Draft and distributing project updates
- Manage Downtown, North and South zone distribution lists
- Plan and facilitate media interviews
- Manage social handles for FargoStreets
- Transfer content and manage Department's FargoStreets.com website content and/or manage the current FargoStreets.com Content Management System (until COF site is launched)
- Provide media and creative services
- Develop media and community resources such as project maps and printed brochures
- Lead community relations initiatives for the Department
- Attend project-related contractor meeting
- Monitor media conversations and share highlights
- Key messages and talking points for Department and community relations opportunities
- Advising Jeremy Gorden and Gregg Schildberger in the case of unexpected situations

Flint is recommending the Department continue to utilize a paid media schedule to support messaging to the hard-to-reach audiences we need to address. Radio (at Net rate) and social advertising will create more frequency and longer discussion periods about changes in traffic control or access to area businesses for the wide range of audience that travels through the work zones.

According to research done by Katz Radio Group, radio reaches 9 out of 10 people in every demographic segment, in real time every week.

- Radio ads will be used to create awareness of the project as well as inform audiences of major changes, including lane closures or alternative routes et al.
- Stations and programming will be analyzed and purchased based on cost efficiency, audience composition and format/programming, as well as added value.

In social media, Flint would recommend running Facebook ads for key project updates and public information events. We will have the ability to be flexible and make adjustments in real time.

- Both platforms allow us to specifically target our audiences, while still being timely with the message.
- Paid social media will assist helping make people aware of the project and will drive people to the website to get more information.

Additional budget has been defined to continue to support the approved communications plan:

- Event support – Downtown Street Fair FargoStreets Booth
- Printing costs – Postcard mailer for city wide projects (quantity is 10,000)
- Communications planning/reporting –
    - End of the year planning session(s) for next season
    - After the construction season has wrapped up, a high level Year-in-Review report for the 2017 season.

Per Jeremy Gorden's advisement, included in the extended budget is media services rendered for the launch of the 32nd Avenue South reconstruction project. The NET rates for the joint City of Fargo/NDDOT Fargo District radio spot and digital billboard plus media and creative services time for development of the concept. The NET rates covered the three weeks of paid media services that could not be included in the labor hour only contract, PR-17-A2.

It is understood that, in addition to the deliverables outlined above, we will maintain written documentation of our work and communicate it to the Department on a monthly basis.

OUT OF SCOPE CONTRACT AMENDMENT COST PROPOSAL

2017 PIC [6/8/17 – 12/31/17]	**SLATED BUDGET**
Planning/Reporting/Acct Management	$4,500
Paid Media (Radio + Social Media) [Second half 2017]	$8,000
Creative Services/Maps/Postcards	$17,000
Website	$2,000
Public relations (Earned Media + Social Media + Community Relations)	$30,000
Events (Downtown Street Fair)	$3,500
Communications Planning	$3,000
SUB-TOTAL	$68,000
32nd Avenue Billboard and Radio (NET + Creative Services)	$6,752.40
TOTAL	$74,752.40

FLINT GROUP

ADDITIONAL INFORMATION

FLINT GROUP RATE CARD	
Job Classification	Hourly Rate ($)
Account Management	130
Art Direction/Graphic design	135
Art Production	115
Concept	150
Copywriting	135
Crisis Mgmt Strategy	175
Graphic Design & Illustration	125
Layout & Art Direction	135
Media Buying	125
Media Planning	150
Photography	120
PR Implementation	130
PR Content Strategy	150
PR Strategy	150
PR Support	120
PR Writing	125
SEM Optimization	115
SEM Strategy	150
Social Media Analytics Services	115
Social Media Strategy	150
Social Media Monitoring	150
Strategic Planning	150
Travel	85
User Experience	150
Web Development	135

Approvals and authority are provided as follows:
Flint will submit the following to the City of Fargo for approval: all communication plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, printing specs and cost estimates of these various items; and other specified projects.

Changes may be made, but the City of Fargo will reimburse Flint for all time incurred and materials purchased for the project as defined in budget. Upon payment for services, all communication, custom built data bases and creative files will be owned by the City of Fargo.

Term of Contract:
The term of this contract begins on the date it has been signed by both parties and ends December 31, 2017. Upon written agreement of the parties the contract ends, the contract may be extended.

If this estimate meets your approval, please sign and date below and return with your signature to Melissa Reichert (Melissa.reichert@flint-group.com). Pricing estimates valid for 90 days. Any shipping, postage or other incidental expenses (i.e. signage) are not included in this estimate unless otherwise noted. The estimate includes the scope of work as outlined in this document. For items not mentioned, a revised scope of work will be completed with an accompanying estimate.

Approved By City of Fargo:
Printed Name: Timothy J. Mahoney, Mayor

Signature: _____

Date: _____

Approved By City of Fargo:
Printed Name: Steve Sprague, City Auditor

Signature: _____

Date: _____

Flint Group Approval:
Printed Name: _____

Signature: _____

Date: _____

REPORT OF ACTION (24)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer and Maintenance Agreement

Location: NDSU Foundation Addition

Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Brenda Derrig

Staff has been working with the NDSU Foundation Addition Development Company to provide for an Agreement on the responsibilities that will be taken on by the Developer upon vacation of a portion of the alley.

The Developer agrees to repave the portion of the alley that will remain, with concrete and will accommodate drainage when laying out the design. During the process of reconstructing the alley, they will provide access to the remaining property owner. The closure of the alley will be limited to a period of 30 days. The alley will not be used as a construction access. The Developer will take over all maintenance of the remaining alley including snow removal, sweeping, and other maintenance activities. On University Drive, the Developer will line the sanitary sewer, and remove and replace the curb as necessary. On 12th Street, the Developer will edge mill and overlay the east side of the street after killing the waterlines at the corps. Following the mill and overlay, a seal coat will be installed on the entire street. The Developer will also make a payment of $22,430 to the City Forester for the tree impacts.

Staff is recommending approval of the agreements.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer and Maintenance Agreements with NDSU Foundation Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

April E Walker

April E. Walker, P.E., C.F.M.
City Engineer

ITEM 2

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Brenda Derrig, Division Engineer

Date: May 24, 2017

CC: Casey Jackson, BC Contracting

Re: Developer and Alley Maintenance Agreements w/ NDSU Foundation for the NDSU Foundation Addition

---

Background:

As part of the NDSU Foundation Addition plat, the Developer has been working with the City to enter into a Developer's Agreement along with an Alley Maintenance Agreement. Attached you will find the two agreements for your review. The following are some bullet points of the agreements:

- Partial Alley Vacation:
  - Developer will reconstruct the remaining alley with concrete and will accommodate drainage.
  - Access for remaining owner.
    - Developer will not use the remaining alley as a construction access.
    - During the reconstruction, there will be a 30-day limit for closure unless the private owner agrees to an extension.
  - Developer will take over all snow removal, sweeping, and maintenance activities pertaining to the remaining alley.

- Impacts on North University Drive associated with the removal/abandonment of existing services.
  - Developer to line the sanitary sewer.
  - Developer to remove and replace curb and gutter as necessary.

- Impacts on 12th Street North associated with the removal/abandonment of existing services.
  - Developer will kill the service corps on the water main, which is on the east side of 12th Street then edge mill and overlay the east side.
  - Developer will seal coat all of 12th Street.

- Developer shall pay the City $22,430 for the tree impacts associated with the abandonment of the services.

Staff is asking that the Committee review and approve or recommend changes to move forward to Commission for final approval.

Recommended Motion:

Approve the attached Developers and Alley Maintenance Agreements with the NDSU Foundation in association with the NDSU Foundation Addition Plat.

ALLEY MAINTENANCE AGREEMENT

THIS ALLEY MAINTENANCE AGREEMENT ("Agreement"), made and entered by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City", and North Dakota State University Foundation and Alumni Association ("NDSUF") a North Dakota non-profit, hereinafter referred to as "Owner",[1]

WITNESSETH:

WHEREAS, Owner owns the property, legally described as follows:

Lots 1 through 9, inclusive; Lot 11; Lots 14 through 24, inclusive; and the alley adjacent to Lots 1 through 9, Block Eight (8) Chandlers Broadway Addition, to be platted as NDSU Foundation Addition.

Hereinafter, "Development Property."

WHEREAS, City maintains a right of way interest in the alley described above in the Development Property (the "Existing Alley"); and

WHEREAS, Owner intends to develop a housing project and retail center on the Development Property, including parking and necessary appurtenances; and

WHEREAS, as part of the development, Owner intends to reconstruct and maintain only a

[1]References to Owner throughout this Agreement include references to any entities engaged by Owner to complete the work outlined by this Agreement. Owner shall be responsible for acts of its Contractors and others engaged by Owner.

portion of the Existing Alley (the "Remaining Alley") to provide access to a property legally described as Lot 10, Block 8, Chandlers Broadway Addition to the City of Fargo, County of Cass, State of North Dakota, and adjacent to the Development Property (the "Adjacent Property"); and

WHEREAS, Owner has requested permission from the City to vacate the remainder of the Existing Alley not presently serving a public need as part of the plat being presented simultaneous to this Agreement; and

WHEREAS, City will agree to allow Owner to use the Remaining Alley for access to the Development Property, under certain terms and conditions as stated herein; and

WHEREAS, Owner has agreed to execute this Agreement and the corresponding Developer Agreement, required by City in order to record a plat vacating part of the Existing Alley.

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

1. Owner holds all right, title and interest in the Development Property, which replat is pending final approval by the City.

2. City holds a right of way interest in the Existing Alley located on the Development Property, and the City agrees to vacate its right of way interest in the Existing Alley with the exception of the Remaining Alley, located as follows:

   The public alley adjacent to Lots 10 and 11, Block 8, Chandlers Broadway Addition.

3. Owner, its successors and assigns, is hereby granted the right to use the Remaining Alley, said use being for the purpose of driveway and access to the Development Property.

4. It is the intent of this Agreement that Owner may utilize the Remaining Alley for the purpose of a driveway and access. Owner intends to privately fund the installation of certain agreed-upon modifications to the Remaining Alley, including: (i) concrete paving of the Remaining Alley, (ii) an expansion of the Remaining Alley in order to provide a 24' drive lane, (iii) removal and re-installation of the driveway apron and curb and gutter necessary to ensure proper drainage from the Adjacent Property, (iv) storm sewer, and (v) any other safety features deemed necessary by City (the items listed in clauses (i) – (v), collectively, "Modifications"). See attachment titled "Site Plan" for an illustration of the "Modifications" scope of work associated with items (i) through (v) above. Owner is responsible for all engineering and construction expenses and services required for the Modifications. All of the engineers and contractors utilized by Owner for the Modifications must be licensed under the laws of the State of North Dakota and otherwise be responsible engineers or contractors as reasonably determined by City.

5. Owner shall be responsible for ensuring construction of Modifications are in compliance with all City Construction Standards and Specifications, including but not limited to

compliance with the City of Fargo Requirements for Engineering Services on Public Construction Projects, dated April 2007, which can be found at:

http://engineering.cityoffargo.com/07_PROJECT%20INFORMATION/_COF%20Engineering%20Consultant%20Files/2007-Requirements%20for%20Engineering%20Services%20on%20Public%20Projects.pdf

All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

6. City shall have no obligation, liability, or responsibility for the costs incurred by the Owner to complete the Owner's work under this Agreement, including, but not limited to, contractor and engineering fees. In no event will City be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

7. Owner agrees that the use of the Remaining Alley for construction access is prohibited. Owner agrees to repair and maintain the Remaining Alley in the same or similar condition until such time as Owner reconstructs the Remaining Alley in accordance with the terms of this Agreement.

8. Owner agrees to maintain constant access to the Adjacent Property either by way of 12th Street North or on the Remaining Alley. Owner agrees that Remaining Alley access to the Adjacent Property will not be impaired or impeded for longer than a thirty (30) day period, unless otherwise agreed to by the parties hereto.

9. Owner agrees that failure to complete the Modifications by October 1, 2018 may result in City completing the work and assessing the cost to the Development Property. Owner waives its right to protest the resolution of necessity for the Modifications for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, if any, and specifically consents to the construction of the Modifications to City Standards and Specifications. Owner further consents to the assessment of cost thereof to the Development Property. Owner further waives any right to protest the amount, benefit or any other assessment attribute related to the Modifications. Project costs which may be assessed against the Development Property include all costs of completing the Modifications.

10. It is understood and agreed by and between the parties that Owner, its successors and assigns, will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a result of Owner's use of the public rights of way, including but not limited to the Remaining Alley. Any repair or replacement of such public property must

be completed in accordance with City Standards and Specifications, and must be approved and accepted by the City.

11. Owner agrees to accept all maintenance, repair, and replacement responsibility for the Remaining Alley. Owner shall be responsible for snow removal from the Remaining Alley and for clearing any and all obstructions from the Remaining Alley that may hinder or prevent access to the Adjacent Property.

12. Owner agrees to indemnify, release and hold harmless City for any and all design and construction deficiencies of the Modifications following the City's acceptance of the Modifications, and any foreseeable damages arising as a result thereof.

13. Upon completion of the construction of the Modifications, Owner shall submit a written final inspection request indicating substantial completion. Owner shall include as-built plans and specifications of the Modifications, as applicable, and City will promptly conduct a final inspection thereof. The Modifications shall be clean and free of debris at the time of inspection. City, following its inspection, shall note deficiencies, if any, and indicate intended course and timing of resolution by Owner. City shall provide a Certificate of Acceptance letter upon final acceptance.

14. Owner, its successors and assigns, agrees to further 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 Owner's use of the Remaining Alley. Owner agrees to provide to City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

15. Owner, its successors and assigns, agrees to hold the City harmless for any expenses, damages, demands, claims or losses of any kind to any of Owner's property located adjacent to the Remaining Alley occasioned by normal City operations in its right of way on the Remaining Alley, including but not limited to snow removal, light maintenance, and water or sewer repairs, except for any expenses, damages, claims or losses of any kind resulting from City's negligence. In no event shall City be responsible for any damage to the Owner for any reason by any City personnel acting in the course of their employment duties except for damage resulting from the negligence of City personnel.

16. If Owner acquires the property adjacent to the Remaining Alley, Owner agrees to commence the process and procedures necessary to vacate the Remaining Alley, including the preparation and recordation of a vacation plat, if necessary, all to be done at no expense to City.

17. Notice:

As to City:	As to Developer:
City Auditor	NDSU Foundation and Alumni Association
200 North 3rd Street	John Glover, CEO
Fargo, ND 58102	1241 University Drive North
	Fargo, ND 58102
(701) 241-1310	(701) 231-6825

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

19. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

20. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of City to enforce each and every term of this Agreement.

21. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

22. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

23. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

24. It is specifically agreed between the parties that this Agreement shall be recorded in conjunction with the filing of the plat.

Dated this 31 day of MAY, 2017.

North Dakota State University Foundation and Alumni Association

By: John R. Glover
Its: President/CEO

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

On this 31 day of MAY, 2017, before me, a notary public in and for said county and state, personally appeared John GLOVER to me known to be the CEO of the North Dakota State University Foundation and Alumni Association, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

JUSTIN HELGESON
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
May 14, 2018

(SEAL)

Notary Public
CASS County, NORTH DAKOTA

Dated this 31 day of MAY, 2017.

CITY OF FARGO, NORTH DAKOTA,

a municipal corporation

By_____
Timothy J. Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

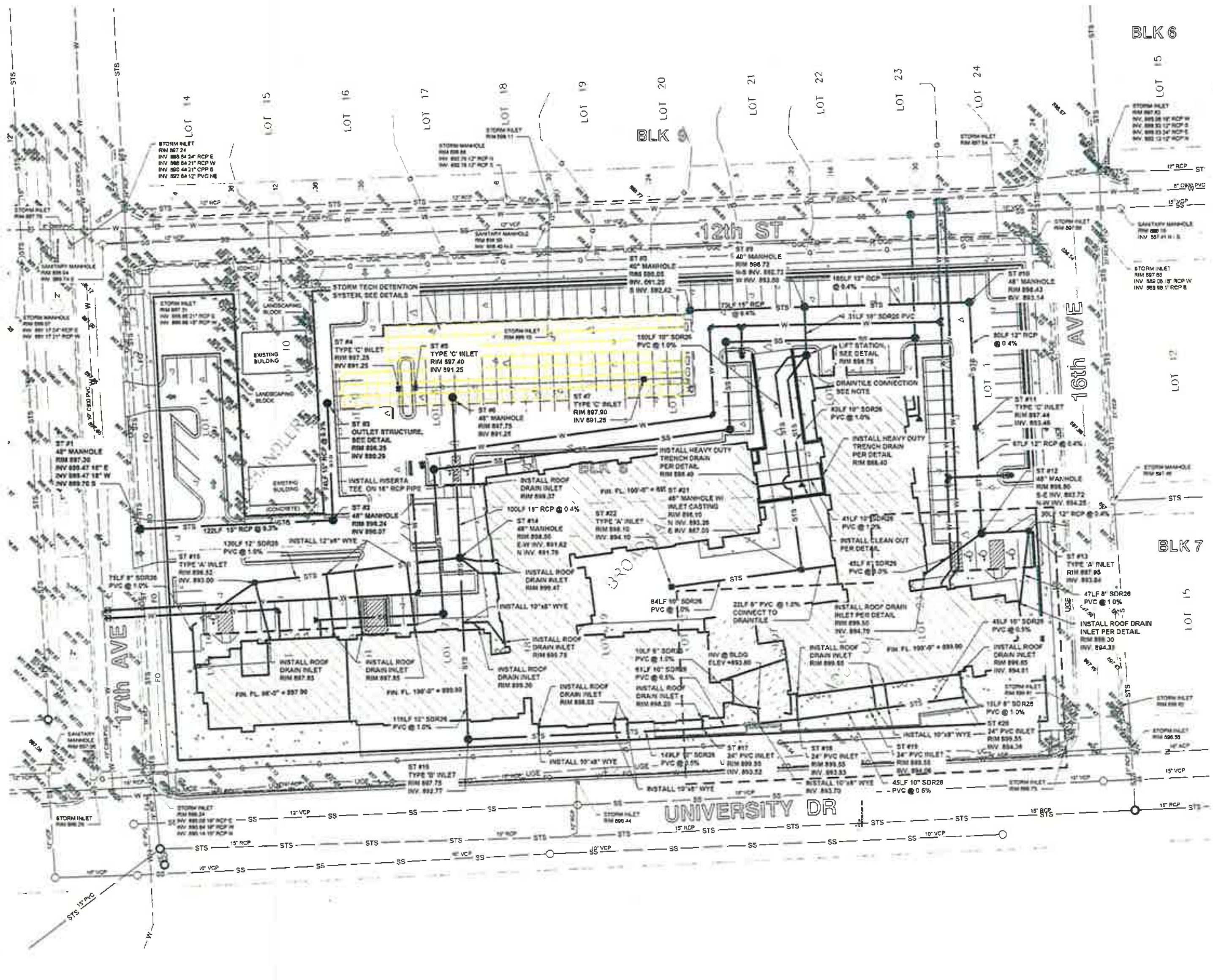
On this ____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation described in and that executed the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

(SEAL)

_____
Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering
200 N. 3rd St.
Fargo, ND 58102

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
NMorris@lawfargo.com



LEGEND

	EXISTING	NEW
WATER MAIN	W	W
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	STS	STS
STORM INLET		
MANHOLE		
CLEANOUT		
FIRE HYDRANT		
GATE VALVE		
CURBSTOP		
UTILITY POLE W/ GUY WIRE		
LIGHT POLE		
TELEPHONE RISER		
OVERHEAD POWER	OHP	
UNDERGROUND ELECTRIC	UGE	
UNDERGROUND TELEPHONE	UGT	
UNDERGROUND FIBER OPTIC	FO	
CABLE TV	CTV	
GAS MAIN	G	
CONIFEROUS TREE		
DECIDUOUS TREE		
SIGN		
SPOT ELEVATION		898.55TC 898.05G
STANDARD CURB & GUTTER		
MOUNTABLE CURB & GUTTER		
BUILDING		
NEW 4" CONCRETE		
NEW 6" CONCRETE		
CONCRETE ROOF SYSTEM		
THICKENED EDGE SIDEWALK		
DRAINAGE DIRECTION		
SOIL BORING		

UTILITY NOTES

1. ALL DISTANCES AND SLOPES ARE CALCULATED ON CENTER OF STRUCTURE TO CENTER OF STRUCTURE
2. ALL CONNECTIONS TO STORM SEWER STRUCTURES SHALL BE GROUTED ON BOTH THE INTERIOR AND EXTERIOR OF THE STRUCTURE
3. EITHER MONOLITHIC MANHOLE STYLE BOOT CONNECTOR FACTORY INSTALLED OR CONCRETE TO PVC PIPE ADAPTORS SHALL BE USED TO CONNECT PVC PIPE TO THE MANHOLE. PVC MANHOLE ADAPTER SHALL BE A GPK PRODUCT OR APPROVED EQUIVALENT.
4. ALL WATERLINES SHALL HAVE THRUST BLOCKING INSTALLED ON ALL BENDS, TEES, AND PLUGS. REFER TO DETAIL FOR SIZING. RESTRAINED JOINTS SHALL ALSO BE ALLOWED IN LIEU OF THRUST BLOCKS; REFER TO DETAIL.
5. ALL WATERLINES SHALL HAVE A MINIMUM OF 7.5' OF COVER ABOVE THE TOP OF PIPE.
6. THE CONTRACTOR SHALL CONFIRM EXACT LOCATION, INVERT, AND SIZE OF BUILDING SERVICES WITH MECHANICAL ENGINEER PRIOR TO THE START OF CONSTRUCTION.
7. THE CONTRACTOR MAY SUBSTITUTE CORRUGATED HDPE PIPE FOR RCP EXCEPT AT CONNECTION TO ANY EXISTING RCP, IN THE CITY RIGHT-OF-WAY, AND AT INLETS AND OUTLET TO PONDS.
8. STORM SEWER PIPE MATERIAL MAY ONLY BE CHANGED AT STRUCTURES. CHANGES OF PIPE MATERIAL AT LOCATIONS OTHER THAN STRUCTURES SHALL NOT BE ALLOWED.
9. HDPE PIPE SHALL HAVE A MINIMUM OF 18" OF COVER OVER THE TOP OF THE PIPE PRIOR TO ALLOWING CONSTRUCTION TRAFFIC OVER THE TOP OF THE PIPE.
10. ALL WORK DONE IN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF FARGO STANDARD SPECIFICATIONS.
11. THE CONTRACTOR SHALL COORDINATE WITH CITY OF FARGO MAINS AND HYDRANTS TO TAP EXISTING WATERMAIN.
12. REMOVE AND REPLACE EXISTING PAVEMENT, CURB AND GUTTER, AND SIDEWALK AS NECESSARY TO INSTALL UTILITIES.
13. ALL PVC INLETS LOCATED IN PLAZA AND WALKWAY AREAS SHALL HAVE PEDESTRIAN GRATE CASTINGS.
14. ALL PVC INLETS LOCATED IN PLAZA AREA SHALL HAVE CONCRETE SLAB THICKENED TO 8" FOR A DISTANCE OF 18" FROM EDGE OF CASTING.
15. ALL ROOF DRAIN INLET LEADERS SHALL BE 8" SDR26 PVC UNLESS NOTED OTHERWISE AND SHALL HAVE A MINIMUM SLOPE OF 1.0%. CONTRACTOR SHALL ADJUST SLOPE TO TIE INTO WYE ON MAINLINE.

DRAINTILE CONNECTION:

CONTRACTOR SHALL PROVIDE CONNECTION TO PERIMETER DRAINTILE SYSTEM. DRAINTILE INVERT IS 897.00. REFER TO SPECIFICATIONS AND ARCHITECTURAL PLANS FOR DETAILS ON DRAINTILE.

This document was originally issued and sealed by Brian T. Pezenger Registration Number PE-7125 on 04/28/17 and the original document is stored at Houston Engineering Inc.

No.	Revision	Date	By

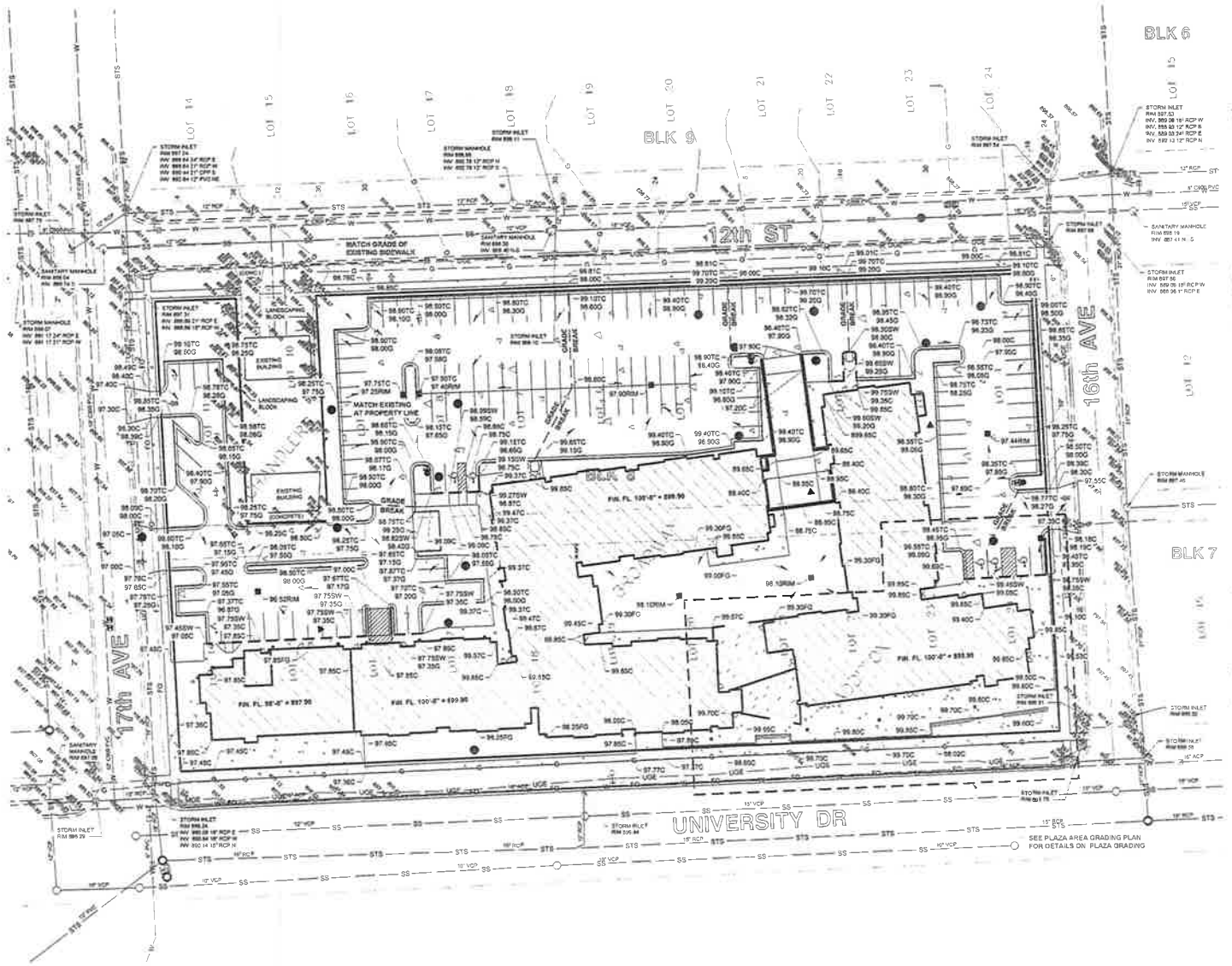
Houston Engineering Inc

Drawn by	Date		
RLA, KNS	4-28-17		
Checked by	Scale		
BTP	AS SHOWN		

NDSUF STUDENT HOUSING PROJECT
FOUNDATION AND SITE WORK BID PACKAGE
FARGO, NORTH DAKOTA

STORM SEWER
UTILITY PLAN
PROJECT NO. 6823-012

SHEET
3 of 23



N

30 0 30 60
Scale Feet

LEGEND

	EXISTING	NEW
WATER MAIN	W	W
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	STS	STS
STORM INLET		
MANHOLE		
CLEANOUT		
FIRE HYDRANT		
GATE VALVE		
CURBSTOP		
UTILITY POLE		
W / GUY WIRE		
LIGHT POLE		
TELEPHONE RISER		
OVERHEAD POWER	OHP	
UNDERGROUND ELECTRIC	UGE	
UNDERGROUND TELEPHONE	UGT	
UNDERGROUND FIBER OPTIC	FO	
CABLE TV	CTV	
GAS MAIN	G	
CONIFEROUS TREE		
DECIDUOUS TREE		
SIGN		
SPOT ELEVATION		
STANDARD CURB & GUTTER		
MOUNTABLE CURB & GUTTER		
BUILDING		
NEW 4" CONCRETE		
NEW 6" CONCRETE		
CONCRETE ROOF SYSTEM		
THICKENED EDGE SIDEWALK		
DRAINAGE DIRECTION		
SOIL BORING		

GRADING NOTES

1. ALL SIDEWALKS SHALL HAVE A MAXIMUM 2% CROSS SLOPE AND LONGITUDINAL SLOPE OF 5% EXCEPT CURB RAMPS WHICH SHALL HAVE A MAXIMUM SLOPE OF 1:12, REFER TO DETAIL
2. ALL CURB RAMPS SHALL HAVE DETECTABLE WARNING PANELS INSTALLED
3. ALL WORK DONE IN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF FARGO STANDARD SPECIFICATIONS
4. ALL HANDICAPPED STALLS SHALL HAVE SIGNING INSTALLED PER DETAILS.
5. ALL HANDICAPPED STALLS SHALL BE STRIPED PER DETAIL

NOTE

ALL ELEVATIONS SHOWN AS XX.XX SHALL BE TAKEN TO MEAN 8XX.XX

This document was originally issued and sealed by Brian T. Pohergske Registration Number PE-7125 on 04/28/17 and the original document is stored at Houston Engineering Inc

No.	Revision	Date	By

Houston Engineering Inc

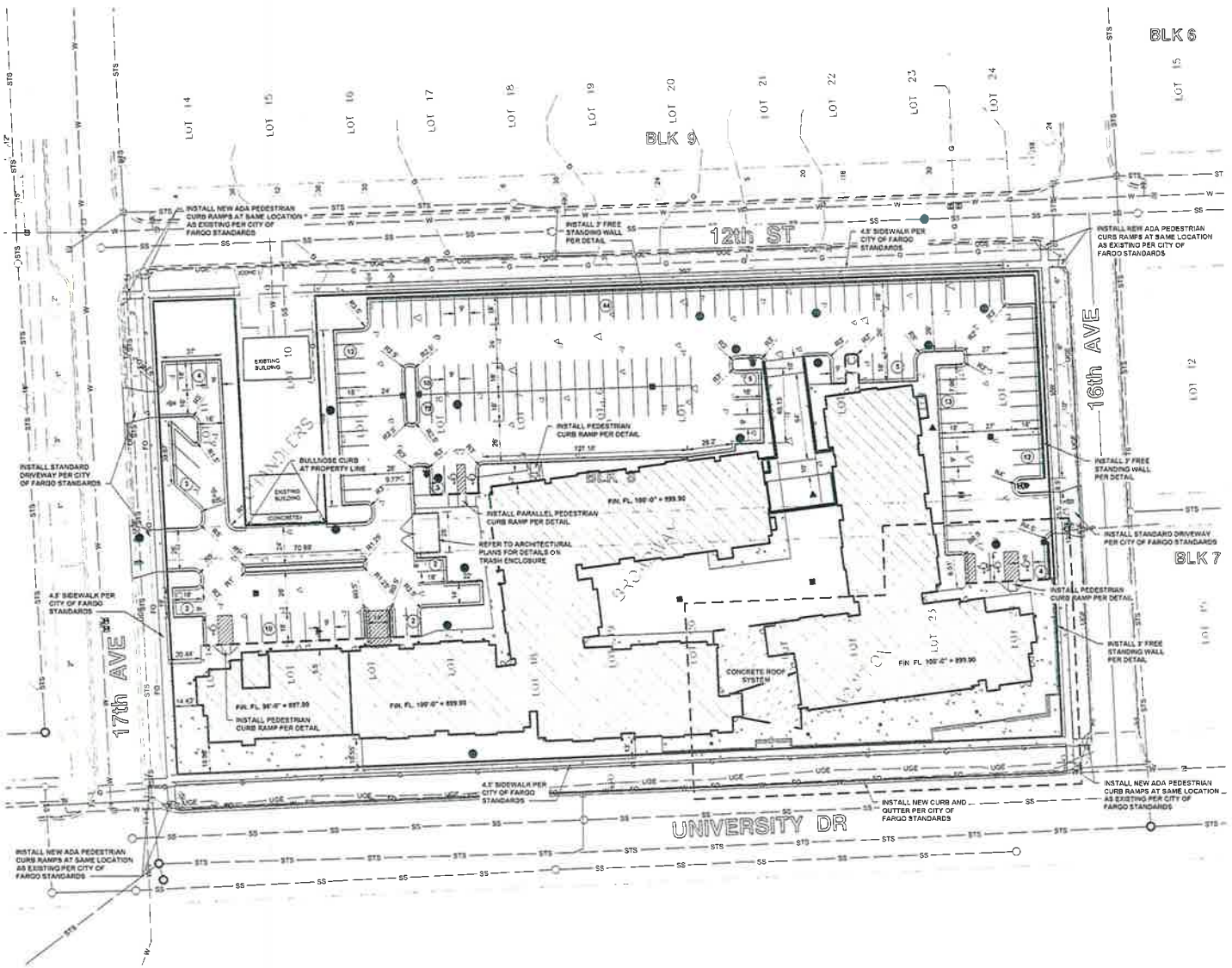
Fargo

Drawn by	Date
RLA, KNS	4-28-17
Checked by	Scale
BTP	AS SHOWN

NDSU STUDENT HOUSING PROJECT
FOUNDATION AND SITE WORK BID PACKAGE
FARGO, NORTH DAKOTA

GRADING PLAN
PROJECT NO. 6823-012

SHEET
6 of 23



30 0 30 60
Scale Feet

LEGEND

	EXISTING	NEW
WATER MAIN	W	W
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	STS	STS
STORM INLET		
MANHOLE		
CLEANOUT		
FIRE HYDRANT		
GATE VALVE		
CURBSTOP		
UTILITY POLE		
W/ GUY WIRE		
LIGHT POLE		
TELEPHONE RISER		
OVERHEAD POWER	OHP	
UNDERGROUND ELECTRIC	UGE	
UNDERGROUND TELEPHONE	UGT	
UNDERGROUND FIBER OPTIC	FO	
CABLE TV	CTV	
GAS MAIN	G	
CONIFEROUS TREE		
DECIDUOUS TREE		
SIGN		
SPOT ELEVATION		896.55TC 896.05C
STANDARD CURB & GUTTER		
MOUNTABLE CURB & GUTTER		
BUILDING		
NEW 4" CONCRETE		
NEW 6" CONCRETE		
CONCRETE ROOF SYSTEM		
THICKENED EDGE SIDEWALK		
DRAINAGE DIRECTION		
SOIL BORING		

PAVING NOTES

1. ALL WORK DONE IN THE RIGHT OF WAY SHALL CONFORM TO THE CITY OF FARGO STANDARD SPECIFICATIONS.
2. ALL HANDICAPPED STALLS SHALL HAVE SIGNING INSTALLED PER DETAIL.
3. HANDICAPPED STALLS SHALL BE STRIPED PER DETAIL.
4. SLOPE IN HANDICAP LOADING/UNLOADING ZONES SHALL NOT EXCEED 2% CROSS SLOPE AND ON ANY HANDICAP ACCESSIBLE ROUTE SHALL NOT EXCEED 2%.
5. ALL CURB RAMPS SHALL HAVE DETECTABLE WARNING PANELS INSTALLED.
6. ALL MANHOLES AND STORM SEWER INLETS LOCATED IN THE PAVEMENT SHALL HAVE CONCRETE COLLARS INSTALLED PER THE DETAILS.
7. ALL DISTANCES SHOWN ARE TO BACK OF CURB.
8. REMOVE AND REPLACE EXISTING PAVEMENT, CURB AND GUTTER, AND SIDEWALK AS NECESSARY TO INSTALL UTILITIES.
9. ALL REMOVED DRIVEWAYS SHALL HOUSE NEW CURB AND GUTTER INSTALLED PER CITY STANDARDS.
10. ALL CURB AND GUTTER INSTALLED ON SITE SHALL BE INVERTED PER DETAIL UNLESS NOTED OTHERWISE.

This document was originally issued and sealed by Brian T. Pfennigale Registration Number pe. 7125 on 04/28/17 and the original document is stored at Houston Engineering Inc

No.	Revision	Date	By

Houston Engineering Inc

Drawn by	Date
RLA, KNS	4-28-17
Checked by	Scale
BTP	AS SHOWN

NDSUF STUDENT HOUSING PROJECT
FOUNDATION AND SITE WORK BID PACKAGE
FARGO, NORTH DAKOTA

PAVING PLAN
PROJECT NO. 6823-012

SHEET 8 of 23

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement"), made and entered by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City", and North Dakota State University Foundation and Alumni Association ("NDSUF") a North Dakota non-profit, hereinafter referred to as "Owner",[1]

WITNESSETH:

WHEREAS, Owner owns the property, legally described as follows:

Lots 1 through 9, inclusive; Lot 11; Lots 14 through 24, inclusive; and the alley adjacent to Lots 1 through 9, Block Eight (8) Chandlers Broadway Addition, to be platted as NDSU Foundation Addition.

Hereinafter, "Development Property."

WHEREAS, Owner intends to develop a housing project and retail center on the Development Property, including parking and necessary appurtenances; and

WHEREAS, Owner has agreed to execute this Agreement and the corresponding Alley Maintenance Agreement, required by City in order to record a plat vacating part of the Existing Alley; and

WHEREAS, Owner intends to privately fund installation of certain public improvements, namely Street Repairs, as more fully described below.

---

[1]References to Owner throughout this Agreement include references to any entities engaged by Owner to complete the work outlined by this Agreement. Owner shall be responsible for acts of its Contractors and others engaged by Owner.

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

1. Owner holds all right, title and interest in the Development Property, which replat is pending final approval by the City.

2. As a result of Owner's development of the Development Property, Owner will also be responsible for (i) any edge mill and overlay of 12th Street North necessary as a result of Owner's work on 12th Street North (East side) and seal coat all of the 12th Street North adjacent to the property, and (ii) lining of the sanitary sewer and replacement and repair of the curb and gutter located on University Drive North immediately West of the Development Property as a result of Owner's work on University Drive North ("Street Repair"). See attachment titled "Demo Plan" for an illustration of the "Street Repair" scope of work associated with item (i) and (ii) above. Owner is responsible for all engineering and construction expenses and services required for the Street Repair. Owner's contractor(s) and engineer(s) must be licensed under the laws of the State of North Dakota and otherwise be responsible contractors and engineers as reasonably determined by City.

3. Owner shall be responsible for ensuring construction of the Street Repairs are in compliance with all City Construction Standards and Specifications, including but not limited to compliance with the City of Fargo Requirements for Engineering Services on Public Construction Projects, dated April 2007, which can be found at:

   http://engineering.cityoffargo.com/07_PROJECT%20INFORMATION/_COF%20Engineering%20Consultant%20Files/2007-Requirements%20for%20Engineering%20Services%20on%20Public%20Projects.pdf

   All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at:
   http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

4. City shall have no obligation, liability, or responsibility for the costs incurred by the Owner to complete the Owner's work under this Agreement, including, but not limited to, contractor and engineering fees. In no event will City be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

5. For all Street Repairs, Owner shall be responsible for, repair and deficiency corrections for a period of one (1) year following City's acceptance of the work. Further, Owner shall assign all remaining warranties for Street Repairs to City one (1) year after final acceptance.

6. Owner agrees that failure to complete the Street Repairs by October 1, 2017, may result in City completing the work and assessing the cost to the Development Property. Owner waives its right to protest the resolution of necessity for the Street Repairs for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, if any, and specifically consents to the construction of the Street Repairs to City Standards and Specifications. Owner further consents to the assessment of cost thereof to the Development Property. Owner further waives any right to protest the amount, benefit or any other assessment attribute related to the Street Repairs. Project costs which may be assessed against the Development Property include all costs of completing the Street Repairs.

7. Owner, its successors and assigns, will, during construction on the Development Property and as permitted herein use due care to protect city streets, utilities and all other public property, and minimize disruption to pedestrian travel in accordance with MUTCD Standards and Specifications.

8. It is understood and agreed by and between the parties that Owner, its successors and assigns, will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a result of Owner's use of the public rights of way, including but not limited to the Remaining Alley. Any repair or replacement of such public property must be completed in accordance with City Standards and Specifications, and must be approved and accepted by the City.

9. Owner agrees to indemnify, release and hold harmless City for any and all design and construction deficiencies of the Street Repairs following the City's acceptance of the Street Repairs and any foreseeable damages arising as a result thereof.

10. Owner agrees to reimburse City for the following trees removed as a part of the construction outlined by this Agreement:

Address	Species	Diameter	Appraised value
1605 NUD	Cathedral elm	9	$610
1617 "	American elm	35	$4,950
1621 "	Emerald Lustre maple	17	$2,220
1625 "	American elm	34	$4,670
1633 "	Emerald Lustre maple	13	$1,320
1637 "	American elm	39	$6,600
1641 "	Emerald Lustre maple	9	$550
1641 "	American elm	20	$1,510

Total $22,430

11. Upon completion of the construction of the Street Repairs, Owner shall submit a written final inspection request indicating substantial completion. Owner shall include as-built plans and specifications of the Street Repairs, as applicable, and City will promptly conduct a final inspection thereof. The applicable Street Repairs shall be clean and free of debris at the time of inspection. City, following its inspection, shall note deficiencies, if any, and indicate intended course and timing of resolution by Owner. City shall provide a Certificate of Acceptance letter upon final acceptance.

12. Owner, its successors and assigns, agrees to further 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 Owner's use of 12th Street North or University Drive North for Street Repairs. Owner agrees to provide to City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

13. Notice:

As to City:

City Auditor
200 North 3rd Street
Fargo, ND 58102

(701) 241-1310

As to Developer:

NDSU Foundation and Alumni Association
John Glover, CEO
1241 University Drive North
Fargo, ND 58102
(701) 231-6825

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

15. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

16. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of City to enforce each and every term of this Agreement.

17. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

18. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

19. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

20. It is specifically agreed between the parties that this Agreement shall be recorded in conjunction with the filing of the plat.

(*Remainder of page intentionally left blank.*)

Dated this 31st day of May, 2017.

North Dakota State University Foundation and Alumni Association

By: John R. Glover
Its: President/CEO

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

On this 31 day of MAY, 2017, before me, a notary public in and for said county and state, personally appeared John Glover to me known to be the CEO of the North Dakota State University Foundation and Alumni Association, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public
CASS County, NORTH DAKOTA

(SEAL)

JUSTIN HELGESON
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
May 14, 2018

Dated this _____ day of _____, 2017.

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By_____
Timothy J. Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

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

(SEAL)

_____
Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering
200 N. 3rd St.
Fargo, ND 58102

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
NMorris@lawfargo.com

LEGEND

- WATER MAIN
- SANITARY SEWER MAIN
- STORM SEWER MAIN
- STORM INLET
- MANHOLE
- FIRE HYDRANT
- GATE VALVE
- UTILITY POLE
- TELEPHONE RISER
- OVERHEAD POWER
- UNDERGROUND ELECTRIC
- GAS MAIN
- CONIFEROUS TREE
- DECIDUOUS TREE
- SIGN
- SPOT ELEVATION
- STANDARD CURB & GUTTER
- MOUNTABLE CURB & GUTTER
- BUILDING
- IRON MONUMENT FOUND
- 1.5" MILL AND OVERLAY
- BUILDING REMOVAL
- PAVEMENT REMOVAL
- GRAVEL REMOVAL
- ALLEY REMOVAL
- PATIO REMOVAL
- CURB AND GUTTER REMOVAL
- UTILITY REMOVAL
- TREE REMOVAL
- APPLICABLE NOTE

DEMOLITION NOTES

1. PRIOR TO REMOVAL, CONTRACTOR SHALL VERIFY PERMITS THROUGH CITY OF FARGO HAVE BEEN OBTAINED.
2. EXISTING GAS UTILITIES TO BE DISCONNECTED AT THE MAIN LINE BY UTILITY COMPANY. CONTRACTOR SHALL VERIFY THE LINES HAVE BEEN DISCONNECTED PRIOR TO BEGINNING CONSTRUCTION AND OR DEMOLITION
3. ALL EXISTING UTILITIES SHALL BE REMOVED IN ACCORDANCE WITH SECTION 3500 OF THE CITY O FARGO'S CONSTRUCTION SPECIFICATIONS
4. EXISTING WATER SERVICES SHALL BE SHUT OFF AT THE CURB STOP AND LINE CRIMPED PRIOR TO CURB STOP DURING PHASE 1 OF REMOVALS. PHASE 2 OF REMOVALS SHALL OCCUR AFTER GROUND THAW. DURING PHASE 2, CURB STOP SHALL BE REMOVED. WATER SERVICES TO BE SHUT OFF AT CORP STOP AT THE WATERMAIN. CONTRACTOR SHALL REMOVE AND REPLACE THE CURB AND GUTTER AS NECESSARY TO PERFORM THE WORK. CONCRETE PANELS SHALL NOT BE CUT.
5. EXISTING SEWER SERVICES CALLED OUT TO BE REMOVED SHALL BE REMOVED AS CLOSE AS POSSIBLE TO THE CURB AND CAPPED. SERVICES TO BE REMOVED/ABAONDED PER CITY OF FARGO STANDARD SPECIFICATIONS. THE REMAINING SANITARY SEWER SERVICE LINES ON UNIVERSITY DRIVE N SHALL BE FILLED AND NULL OF VOIDS AS APPROVED THE CITY ENGINEER
6. EXISTING ELECTRICAL AND CABLE UTILITIES TO BE DISCONNECTED BY UTILITY COMPANY. CONTRACTOR SHALL VERIFY THE LINES HAVE BEEN DISCONNECTED PRIOR TO BEGINNING CONSTRUCTION AND OR DEMOLITION
7. REMOVE AND REPLACE PAVEMENT ACCORDING TO CITY OF FARGO'S CONSTRUCTION SPECIFICATIONS
8. MATERIAL FROM ALLEY DEMOLITION IS TO BE STOCKPILED ON SITE ~~FOR USE AS TEMPORARY LAYDOWN MATERIAL~~
9. FOUNDATIONS AT 1646 AND 1632 SHALL BE FILLED PER CITY OF FARGO STANDARD SPECIFICATIONS
10. ALL SANITARY SERVICES ALONG 12TH STREET NORTH ARE 4" PVC ~~WITH CLAY TILE PIPE PER CITY RECORDS~~
11. CONTRACTOR SHALL INSTALL SEAL COAT ON FULL WIDTH OF 12TH STREET BETWEEN 17TH AVE N AND 16TH AVE N PER CITY OF FARGO STANDARD SPECIFICATIONS, SECTION 2600

This document was originally issued and sealed by Brian T. Pattengale, Registration Number PE-7125 on 05/01/17 and the original document is stored at Houston Engineering Inc.

No.	Revision	Date	By
1	CITY COMMENTS	6-1-17	BTP

Houston Engineering Inc

Drawn by	AMR
Checked by	BTP
Date	4-28-17
Scale	AS SHOWN

NDSUF STUDENT HOUSING PROJECT
FOUNDATION AND SITE WORK BID PACKAGE
FARGO, NORTH DAKOTA

DEMO PLAN

PROJECT NO. 6823-012

SHEET 2 of 23

CITY OF Fargo

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

25

May 31, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-15-J1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 31, 2017, for Lift Station #13 Relocation Belmont Flood Risk Management – Phase 1, Project No. FM-15-J1, located at Lindenwood Park Entrance near 17 Ave S

The bids were as follows:

ICS, Inc.	$1,690,691.70
Tom's Backhoe Service, Inc.	$1,783,658.00
Rice Lake Construction Grp	$2,253,050.00
Engineer's Estimate	$2,080,977.50

The special assessment escrow is not required.

This office recommends award of the contract to ICS, Inc. in the amount of $1,690,691.70 as the lowest and best bid.

Sincerely,

April E. Walker
City Engineer

AEW/klo

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-15-J1

Lift Station #13 Relocation Belmont Flood Risk Management - Phase 1

Lift Station #13 - Lindenwood Park Entrance near 17 Ave S

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE April E. Walker, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Lift Station #13 Relocation Belmont Flood Risk Management - Phase 1 Project # FM-15-J1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Storm Sewer					
1	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	19.00	25.00	475.00
2	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	40.00	50.00	2,000.00
3	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	80.00	75.00	6,000.00
4	F&I Pipe 12" Dia Reinf Conc	LF	19.00	75.00	1,425.00
5	F&I Pipe 30" Dia Reinf Conc	LF	81.00	150.00	12,150.00
6	F&I Pipe 54" Dia Reinf Conc	LF	80.00	450.00	36,000.00
7	F&I Manhole Type E Reinf Conc	EA	2.00	30,000.00	60,000.00
8	F&I Manhole 8' Dia Reinf Conc	EA	1.00	25,000.00	25,000.00
9	F&I Manhole 5' Dia Reinf Conc	EA	1.00	15,000.00	15,000.00
10	Connect Pipe to Exist Structure	EA	1.00	3,500.00	3,500.00
11	Connect Pipe to Exist Pipe	EA	1.00	1,700.00	1,700.00
12	F&I Lift Station	LS	1.00	1,043,700.00	1,043,700.00
13	F&I Lift Station Pumps & Controls	LS	1.00	130,000.00	130,000.00
14	Repair Outfall	EA	1.00	7,000.00	7,000.00
15	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1.00	5,500.00	5,500.00
16	Modify Manhole	EA	1.00	6,000.00	6,000.00
17	Modify Gatewell	EA	1.00	6,500.00	6,500.00
				Storm Sewer Total	1,361,950.00
Paving					
18	Subgrade Preparation	SY	1,300.00	4.00	5,200.00
19	F&I Aggregate for Asph Pavement FAA 43	TON	391.00	75.00	29,325.00
20	F&I Woven Geotextile	SY	1,418.00	1.65	2,339.70
21	F&I Class 5 Agg - 8" Thick	SY	1,418.00	11.00	15,598.00
22	F&I Pavement 8" Thick Reinf Conc	SY	262.00	85.00	22,270.00
23	F&I Sidewalk 4" Thick Reinf Conc	SY	323.00	55.00	17,765.00
24	F&I Curb & Gutter Standard (Type II)	LF	96.00	40.00	3,840.00
25	F&I Curb & Gutter Mountable (Type I)	LF	20.00	40.00	800.00
26	F&I Asphalt Cement PG 58-34	GAL	5,800.00	1.75	10,150.00
27	Paint Epoxy Line 24" Wide	LF	229.00	20.00	4,580.00
28	F&I Edge Drain 4" Dia PVC	LF	23.00	45.00	1,035.00
				Paving Total	112,902.70
Miscellaneous					
29	Mobilization	LS	1.00	15,000.00	15,000.00
30	Traffic Control - Type 1	LS	1.00	6,000.00	6,000.00
31	F&I Landscaping	LS	1.00	4,000.00	4,000.00
32	F&I Fence	LF	97.00	210.00	20,370.00
33	Temp Fence - Safety	LF	1,800.00	1.75	3,150.00
34	F&I Decid Tree 2" Dia	EA	6.00	450.00	2,700.00

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-15-J1

Lift Station #13 Relocation Belmont Flood Risk Management - Phase 1

35 Install Electrical Service	LS	1.00	30,000.00	30,000.00
			Miscellaneous Total	81,220.00
Removals				
36 Remove Tree	EA	2.00	600.00	1,200.00
37 Remove Curb & Gutter	LF	151.00	8.00	1,208.00
38 Remove Pavement All Thicknesses All Types	SY	1,169.00	9.00	10,521.00
39 Remove Sidewalk All Thicknesses All Types	SY	72.00	10.00	720.00
40 Plug Pipe 27" thru 36" Dia	EA	4.00	1,000.00	4,000.00
41 Remove Pipe All Sizes All Types	LF	112.00	45.00	5,040.00
42 Remove Lift Station	EA	1.00	55,000.00	55,000.00
43 Remove Inlet	EA	2.00	650.00	1,300.00
44 Remove Landscaping	LS	1.00	10,000.00	10,000.00
			Removals Total	88,989.00
Erosion & Sediment Control				
45 Inlet Protection - Existing Inlet	EA	8.00	110.00	880.00
46 Sediment Control Log 6" to 8" Dia	LF	2,500.00	3.00	7,500.00
47 Concrete Washout Area	EA	1.00	3,500.00	3,500.00
48 Temp Construction Entrance	EA	3.00	5,500.00	16,500.00
			Erosion & Sediment Control Total	28,380.00
Earthwork				
49 Topsoil - Strip & Spread	LS	1.00	15,000.00	15,000.00
50 Seeding Type B	SY	2,500.00	0.45	1,125.00
51 Mulching Type 1 - Hydro	SY	2,500.00	0.45	1,125.00
			Earthwork Total	17,250.00
			Total Construction in $	**1,690,691.70**

Engineering	4.00 %	67,627.67
Legal & Misc	7.00 %	118,348.42
Contingencies	10.00 %	169,069.17
Interest	4.00 %	67,627.67
Outside Engineering	23.16 %	391,564.20
Total Estimated Costs		**2,504,928.82**
Sales Tax Funds - Flood Control - 460		2,504,928.82
Unfunded Costs		**0.00**

REGISTERED PROFESSIONAL ENGINEER
APRIL E. WALKER
PE - 5462
DATE 5-31-17
NORTH DAKOTA

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/31/2017

April E. Walker

City Engineer

CITY OF
Fargo

(27)

May 24, 2017

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

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

Re: Memorandum of Offer to Landowner – Improvement District #BR-17-C1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-17-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Professional Associates LLC** in association with Improvement District #BR-17-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: April Walker
Rick Larson

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
BR-17-C1	Cass	01-2112-00070-000
Landowner Professional Associates LLC		
Mailing Address 100 4th St S Fargo, Nd 58103		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 1,623.50 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	1,623.50
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	1,623.50

*Description of Damages to Remainder are as follows:

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

CITY OF Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

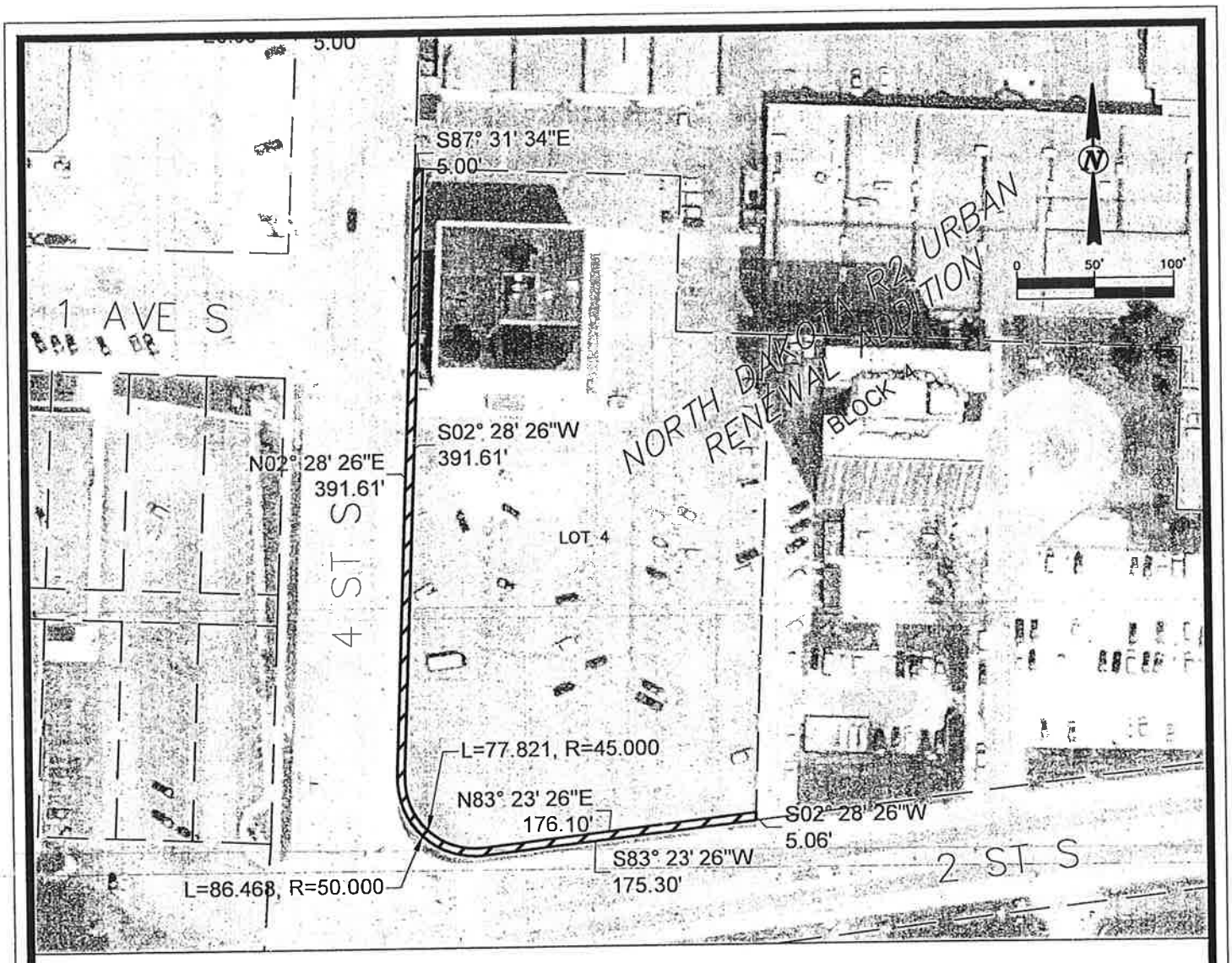


Exhibit A

- Temporary Access Easement

Description:

A tract of land in Block 4 of North Dakota R2 Urban Renewal Addition to the City of Fargo, Cass County, North Dakota described as follows:

Beginning at the NW corner of Lot 4, Block 4, North Dakota R2 Urban Renewal Addition to the City of Fargo, Cass County, North Dakota; thence S87° 31' 34"E along the north line of said lot 4 a distance of 5.00 feet; thence S02° 28' 26"W a distance of 391.61 feet; thence 77.82 feet southeasterly on a tangential curve to the northeast, having a radius of 45.00 feet and a central angle of 99° 05' 06"; thence N83° 23' 26"E a distance of 176.10 feet; thence S02° 28' 26"W a distance of 5.06 feet; thence S83° 23' 26"W a distance of 175.30 feet; thence 86.47 feet northwesterly on a tangential curve to the northeast, having a radius of 50.00 feet and a central angle of 99° 05' 06"; thence N02° 28' 26"E a distance of 391.61 feet to the point of beginning.

Said tract contains 3247 square feet, more or less.

Bearings based on the City of Fargo ground control system.

CITY OF Fargo ENGINEERING DEPT.	TEMPORARY EASEMENT N.D. R2 URBAN RENEWAL ADD. LOT 4, BLOCK 4
	DRAWN BY: RJL — DATE: APRIL, 2017
	SHEET 1 OF 1

REPORT OF ACTION (28)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-16-H1 Type: 2017 CIP Revision

Location: 53rd Ave South Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Mark Miller, Chad Shumake

The Committee reviewed a communication from Project Engineer, Mark Miller, regarding the desire to add the project indicated above to the 2017 CIP. This project was originally slated for construction in 2016. Due to the Department's work load, the project was delayed. It is ready for bidding and staff is recommending approval of adding it to the current CIP.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to approve the addition of Improvement District No. BN-16-H1 to the 2017 CIP.

RECOMMENDED MOTION
Concur with the findings of PWPEC and approve the creation of Improvement District No. BN-16-H1 for implementation in 2017.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derry for April Walker
April E. Walker, P.E., C.F.M.
City Engineer

C: Kathy Volk

CITY OF Fargo

ITEM B

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

Memorandum

To: PWPEC

From: Mark Miller, Civil Engineer - MMM

Cc: Thomas Knakmuhs, April Walker

Date: 05/23/17

Re: Improvement District BN-16-H1 - 53rd Avenue South

Background:

Improvement District BN-16-H1; Storm Sewer, PC Concrete Paving, Street Lights, & Incidentals was originally included in the 2016 CIP. This project would construct a concrete road on 53rd Avenue S between 52nd Avenue S and 63rd Street S. Currently, this road is gravel with ditch drainage. This project was originally included in the 2016 CIP but due to the Department's work load, it was postponed to the 2017 construction year.

The estimated construction cost is $1,296,528 and with all of the miscellaneous fees including contingencies, the total is $1,828,105.40. This project will be 100% special assessed. Engineering is recommending to amend the 2017 Capital Improvement plan to include this Improvement District.

Recommended Motion:

Amend the 2017 Capital Improvement Plan to include Improvement District BN-16-H1.

MMM/jmg

REPORT OF ACTION (29)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-B2

Type: Urban Agreement for Construction of Federal Aid Project Title II Safety Program

Location: 45th Street and 19th Ave N

Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Jeremy Gorden

19th Avenue North is the subject of two construction projects this summer. One from I-29 to 45th Street and one from 45th Street to 57th Street. As a part of this work, 45th Street will be reconstructed from 16th Avenue North to 19th Avenue North. The railroad crossing is also in need of reconstruction. This project is to facilitate the work necessary for the railroad crossing. The work is eligible for federal aid. The split will be 90% federal and 10% local. The total project cost is $416,747 with the federal share being $375,072 and the local share of $41,675.

Staff is recommending approval of the Agreement.

On a motion by Ben Dow, seconded by Mark Bittner, the Committee voted to recommend approval of the Agreement to provide for the federal funding of the project.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Urban Agreement for Construction of Federal Aid Project Title II Safety Program.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

April E. Walker

April E. Walker, P.E., C.F.M.
City Engineer

ITEM 1

CITY OF Fargo

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

May 24, 2017

To: Members of PWPEC

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

Subject: Urban Agreement for Construction of Federal Aid Project Title II Safety Program Upgrading Existing Railroad Signal System in Conjunction with City Roadway Improvement Project – on 45th Street just south of 19th Avenue N
City of Fargo Improvement District No. BN-17-B2
NDDOT Project No. RSU-8-984(157)160
BNSF Crossing No. DOT 071030L

I have received an agreement from NDDOT Local Government Division for a project to upgrade the existing railroad signal system on 45th Street just south of 19th Avenue N as a result of our street reconstruction project. We have included in our CIP a project to construct 45th Street from 16th Avenue N to the new re-alinged 19th Avenue N, as well as on 19th Avenue N from 45th Street to the I-29 West Ramp intersection (BN-17-B1). This project to complete the railroad work is eligible to receive federal aid, with a 90/10 split. The estimated cost of railroad work is $416,747, with $375,072 federal funds and $41,675 local funds.

I support this agreement and the local funding source for this work will be Special Assessment funds.

Recommended Motion
Approve the agreement from NDDOT for upgrading the existing railroad signal system on 45th Street just south of 19th Avenue N.

Attachments

North Dakota Department of Transportation

Grant Levi, P.E.
Director

Doug Burgum
Governor

May 22, 2017

JEREMY GORDEN, PE
City of Fargo
200 3rd Street North
Fargo, ND 58102

PROJECT RSU-8-984(157)160
BNSF, DOT# 071030L
45th STREET NORTH
CITY OF FARGO, NORTH DAKOTA

Enclosed are the Urban Agreements for Construction of Federal Aid Project (Safety Program) for the proposed signal upgrade at the at-grade crossing on 45th Street N in the City of Fargo.

If this is satisfactory, please sign the attached contract agreement, complete the Certification of Local Match and return it to our office for completion. When the contract is fully executed by NDDOT, hard copies will be returned for your files.

If you have any questions, please call Jim Styron at 701-328-4409.

Paul M. Benning

PAUL M. BENNING, PE – LOCAL GOVERNMENT ENGINEER

17/jds

Enclosure

NDDOT Contract No. 17170196

North Dakota Department of Transportation
URBAN AGREEMENT FOR CONSTRUCTION OF FEDERAL AID PROJECT
TITLE II SAFETY PROGRAM

Federal Award Information – To be provided by NDDOT

CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Administration
NDDOT Program Mgr.: Paul M. Benning, PE	Telephone: 701-328-2217

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

Project No. RSU-8-984(157)160 **City of Fargo**

Description: Upgrade Existing Signal System in conjunction with City Roadway Improvement Project

The state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Fargo, North Dakota, hereinafter referred to as the City, hereby agree that:

1. The BNSF Railroad will upgrade the existing signal system at crossing DOT 071030L over 45th Street North, in the City of Fargo North Dakota.

2. The estimated project cost is $416,747.00. This amount will require a minimum of 10% Federal funds. By process, the project will be 90% Federal and 10% City funds.

3. NDDOT will take all steps necessary toward securing cooperation with the United States Government through the Federal Highway Administration (FHWA) in order to obtain federal funds for the project construction, to the extent provided in Title 23 of the United States Code (90% federal funds), as amended and supplemented.

4. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

5. The City will reimburse NDDOT for all construction payments advanced by NDDOT except the amount paid by FHWA. It is specifically agreed and understood that at any time that the City shall fail to reimburse NDDOT within 60 days after billing for funds advanced in behalf of the City, this document shall constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the City out of the Highway Tax Distribution Fund and the state treasurer is hereby directed to pay NDDOT all such funds until the total thereof shall equal the sum billed pursuant to this agreement.

6. Appendices A and E of the Title VI Assurances, attached, is hereby incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this _____ day of _____ 20 17 .

APPROVED:

_____
CITY ATTORNEY (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

City of Fargo

Timothy J. Mahoney
NAME (TYPE OR PRINT)

_____
SIGNATURE

* Mayor
TITLE

_____
DATE

ATTEST:

_____
CITY AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the date last below signed.

APPROVED as to substance by:

_____
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

_____
DIRECTOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

*Mayor or President City Commission

CLA 52175 (Div.17)
L.D. Approved 7-16

Project RSU-8-984(157)160

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the City of will provide non-federal funds, whose source is identified below, as match for the amount the City is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds
used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by City. Please designate the source(s) of funds in the City budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source: Special Assessments

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

ATTEST:

_____
CITY AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

City of Fargo

Timothy J. Mahoney
NAME (TYPE OR PRINT)

_____
SIGNATURE

* Mayor
TITLE

_____
DATE

*Mayor or President of City Commission

CLA 52175 (Div. 17)
L.D. Approved 7-16

NDDOT
North Dakota
Department of Transportation

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 5-09

NDDOT
North Dakota
Department of Transportation

(30)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-F1 Type: Temporary Pavement Marking on 4th Ave N

Location: 4th Ave N from Broadway to 2nd St Date of Hearing: 5/30/2017

Routing	Date
City Commission	6/5/2017
PWPEC File	X
Project File	Jeremy Gorden

In light of some of the anticipated impacts to parking in the downtown in the upcoming years, Staff was asked to evaluate temporary pavement marking scenarios for 4th Avenue North. The intent would be to remove the in street bicycle lane and provide for diagonal parking on one side of the street wherever possible. Three options were evaluated.

The first is the base condition. This is the layout that was designed to be installed upon reconstruction of the road this construction season. This design accommodates 55 parking stalls.

The first option that was evaluated accommodated left turn lanes at Broadway and at 4th Street. Placing diagonal stalls allowed for 66 stalls if implemented all the way to 2nd street and 62 if installed to the intersection of 4th street and leaving the bike lane between 2nd St and 4th St.

The final option removed the left turn lanes at Broadway and 4th Street. Placing diagonal stalls allowed for 74 stalls if implemented all the way to 2nd street and 66 if installed to the intersection of 4th street and leaving the bike lane between 2nd St and 4th St.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of the temporary pavement marking of diagonal stalls between Broadway and 4th Street while continuing to accommodate left turns at both intersections.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the temporary modification of pavement markings to provide diagonal stalls between Broadway and 4th Street on 4th Avenue North while continuing to accommodate left turns at both intersections

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer

CITY OF Fargo

ITEM 8

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

May 24, 2017

To: Members of PWPEC

From: Jeremy Gorden, P.E., PTOE JMG
Division Engineer - Transportation

Subject: 4th Avenue N On-Street Parking Options – Broadway to 3rd Street

With talk of on-street parking being impacted by building construction in the downtown area, I had my staff look at on-street parking options on 4th Avenue N from Broadway to 3rd Street.

Current Plan

Currently the street is striped as a 3-lane roadway with bike lanes and parallel parking on both sides. We plan on fully reconstructing 4th Avenue N from the alley just east of Broadway to the intersection of 3rd Street this summer/fall. The plans call for the roadway to be narrowed by 2', reducing it from 56' wide today to 54' wide once construction is complete. The roadway will be striped as a 2-lane roadway with buffered bike lanes and parallel on-street parking on both sides, with left turn lanes at Broadway and at 4th Street. Please refer to Attachment #1 for this layout. This yields 17 parallel spots in the 500 block, 18 spots in the 400 block, and 20 spots in the 300 block.

Option 1 – Diagonal on south side, parallel on north side, no BIKE LANES

If we modified the design by adding diagonal spots on the south side where driveways aren't an issue and we removed the on-street bike lanes, we'd yield 22 spots in the 500 block, 20 in the 400 block, and 24 in the 300 block. Please refer to Attachment #2 for this layout.

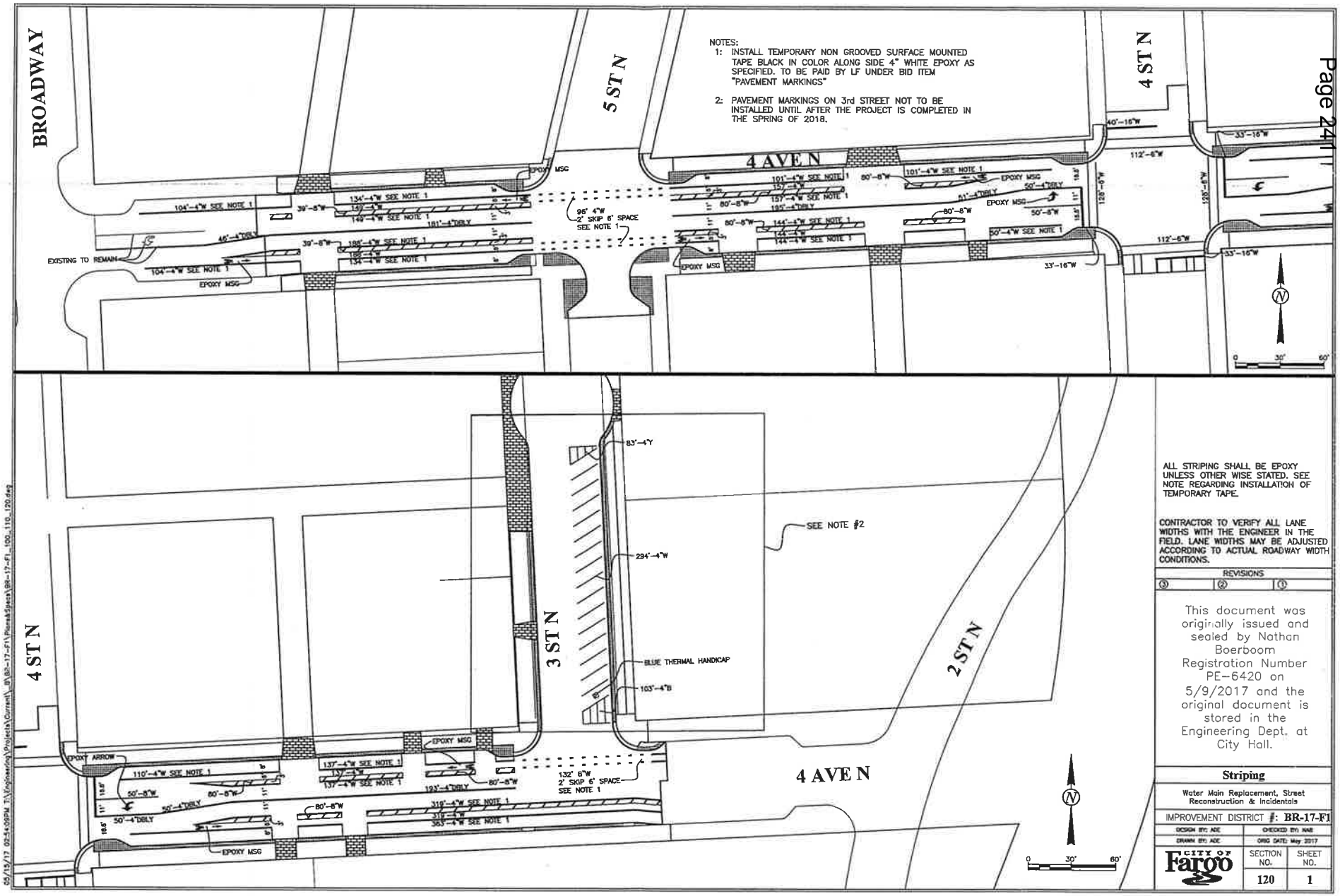
Option 2 – Diagonal on south side, parallel on north side, no BIKE LANES or LEFT TURN LANES

If we modified the design by adding diagonal spots on the south side where driveways aren't an issue, and if we removed the on-street bike lanes, and if we removed the left turn lanes at Broadway and at 4th Street, we'd yield 23 spots in the 500 block, 23 in the 400 block, and 28 in the 300 block. Please refer to Attachment #3 for this layout.

Recommended Action:

Review current striping plans and options for striping plan, select preferred alternative and also recommend if it should be temporarily or permanently marked in that fashion, and forward to City Commission for final approval.

Attachments



ALL STRIPING SHALL BE EPOXY UNLESS OTHER WISE STATED. SEE NOTE REGARDING INSTALLATION OF TEMPORARY TAPE.

CONTRACTOR TO VERIFY ALL LANE WIDTHS WITH THE ENGINEER IN THE FIELD. LANE WIDTHS MAY BE ADJUSTED ACCORDING TO ACTUAL ROADWAY WIDTH CONDITIONS.

REVISIONS

③	②	①

This document was originally issued and sealed by Nathan Boerboom Registration Number PE-6420 on 5/9/2017 and the original document is stored in the Engineering Dept. at City Hall.

Striping

Water Main Replacement, Street Reconstruction & Incidentals

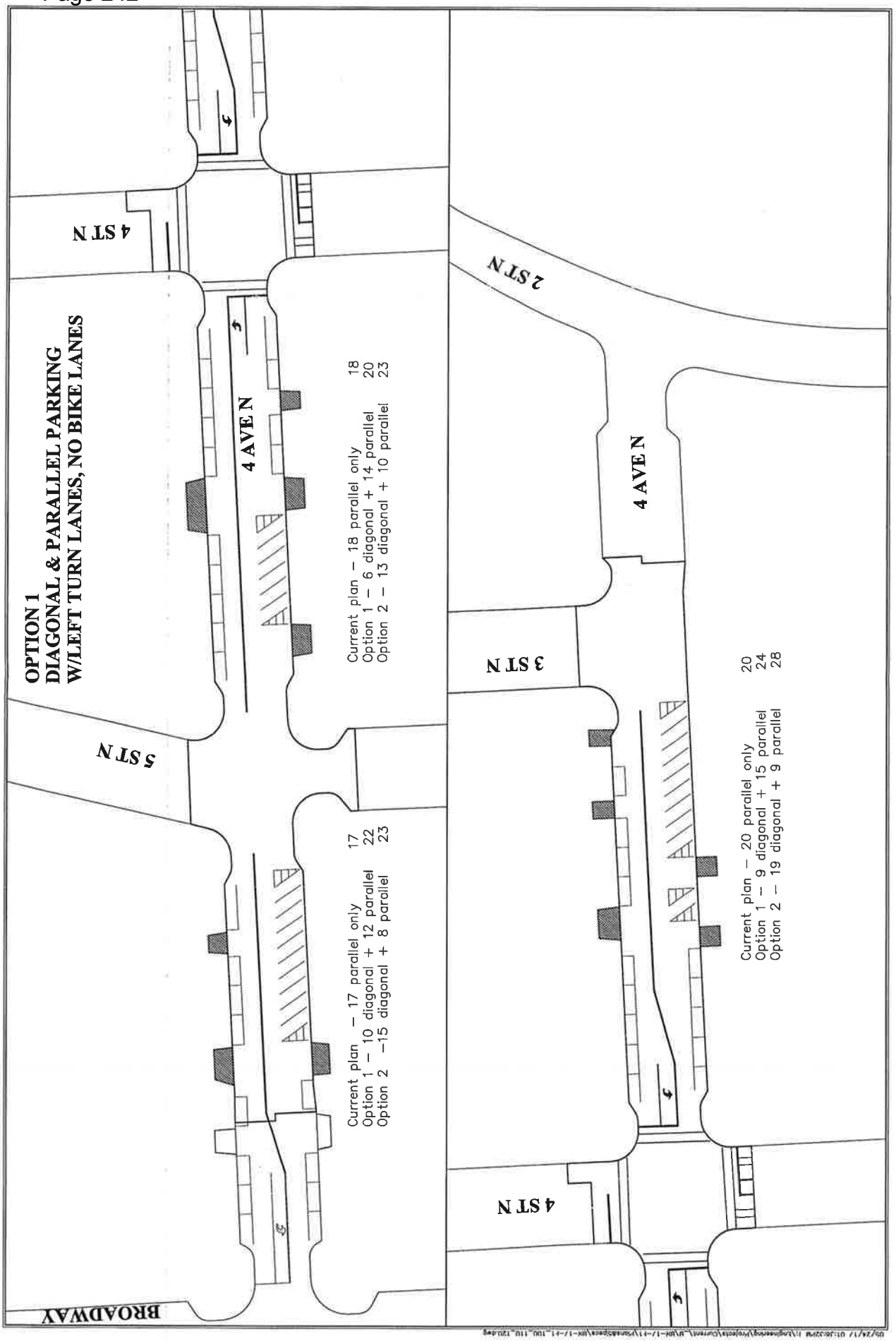
IMPROVEMENT DISTRICT #: BR-17-F1

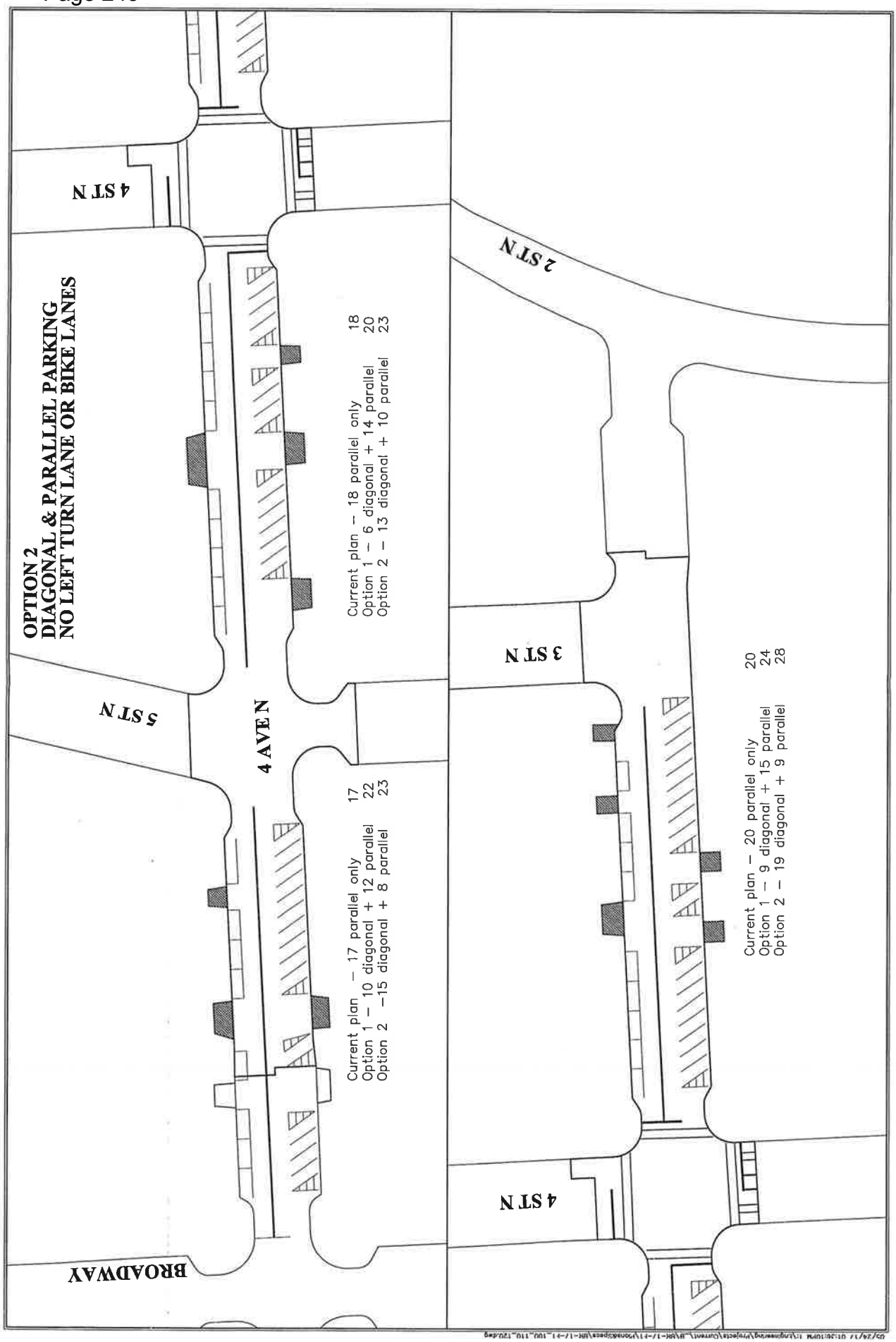
DESIGN BY: ADE	CHECKED BY: NAB
DRAWN BY: ADE	ORIG DATE: May 2017

CITY OF Fargo

SECTION NO.	SHEET NO.
120	1

05/15/17 02:54:05PM T:\Engineering\Projects\Current_D\BR-17-F1\Plans&Specs\BR-17-F1_100_110_120.dwg


OPTION 1
DIAGONAL & PARALLEL PARKING
W/LEFT TURN LANES, NO BIKE LANES
4 ST N
5 ST N
BROADWAY
4 AVE N
Current plan – 17 parallel only 17
Option 1 – 10 diagonal + 12 parallel 22
Option 2 –15 diagonal + 8 parallel 23
Current plan – 18 parallel only 18
Option 1 – 6 diagonal + 14 parallel 20
Option 2 – 13 diagonal + 10 parallel 23
2 ST N
3 ST N
4 ST N
4 AVE N
Current plan – 20 parallel only 20
Option 1 – 9 diagonal + 15 parallel 24
Option 2 – 19 diagonal + 9 parallel 28


OPTION 2
DIAGONAL & PARALLEL PARKING
NO LEFT TURN LANE OR BIKE LANES
4 ST N
5 ST N
4 AVE N
BROADWAY
2 ST N
3 ST N
4 ST N
Current plan – 18 parallel only 18
Option 1 – 6 diagonal + 14 parallel 20
Option 2 – 13 diagonal + 10 parallel 23
Current plan – 17 parallel only 17
Option 1 – 10 diagonal + 12 parallel 22
Option 2 –15 diagonal + 8 parallel 23
Current plan – 20 parallel only 20
Option 1 – 9 diagonal + 15 parallel 24
Option 2 – 19 diagonal + 9 parallel 28

CITY OF Fargo

(31)

CITY OF FARGO PUBLIC WORKS
WASTEWATER TREATMENT PLANT
3400 North Broadway
Fargo, North Dakota 58102
Phone: (701) 241-1454
Fax: (701) 241-8159
Web Site: www.cityoffargo.com

June 5, 2017

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

RE: Resolution of Necessity - Improvement District NR-17-B

Dear Commissioners:

This item is for the Commission to approve a Resolution of Necessity for the Broadway Interceptor Wet Weather Improvements - Improvement District No. NR-17-B.

On April 24, 2017, the original request to call bids for Improvement District No. NR-17-B was approved by the City Commission. After the approval, staff discovered an error with the original agenda item. The resolution of necessity was not included, therefore was not approved. The confusion was that the resolution of necessity is required for non-protestable projects, such as this. Once the error was discovered, the bid opening was moved from May 31 to June 14 to accommodate the required two consecutive publication dates for the Resolution of Necessity on June 6 and June 12.

Recommendation: Approve the Resolution of Necessity for Improvement District No. NR-17-B, authorizing advertisement on June 6 and June 12.

Respectfully Submitted,

Jim Hausauer
Wastewater Utility Director

Printed on Recycled paper.

RESOLUTION DECLARING
BROADWAY INTERCEPTOR WET WEATHER IMPROVEMENTS – PHASE III
NECESSARY
IMPROVEMENT DISTRICT NO. NR-17-B

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That it be and is hereby declared necessary to construct BROADWAY INTERCEPTOR WET WEATHER IMPROVEMENTS – PHASE III, Improvement District No. NR-17-B in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection.

That a portion of said BROADWAY INTERCEPTOR WET WEATHER IMPROVEMENTS – PHASE II improvement is to be paid from WASTEWATER INFRASTRUCTURE SALES TAX, and approximately 4.86% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, DATE CREATED AT CITY COMMISSION MEETING.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 5TH day of JUNE 2017.

40-22-15
40-22-17

Steven Sprague
City Auditor

(SEAL)

(JUNE 6TH AND JUNE 12TH)

REPORT OF ACTION

UTILITY COMMITTEE

32

Improvement District: NR-17-B

Type: Task Order #74
Construction Admin. Services

Location: Broadway Interceptor

Date of Hearing: 5/25/2017

Routing	Date
City Commission	5-25-2017
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached memo and Construction Admin Task Order #74 from Advanced Engineering, for the construction of Wet Weather Lift Station (LS) #1 and #2. This project is a part of the Broadway Interceptor SSO Reduction Project, which is designed to reduce sanitary sewer overflows (SSO's) and sewer backup during extreme rain events. The FEMA funding formula consists of 75% Federal, 10% State, and 15% Local, with the local share coming from Wastewater Infrastructure Sales Tax.

Historically, the Broadway Interceptor and LS 1 & 2 service areas (SA) have experienced capacity issues associated with wet weather flows during extreme rain events. The FEMA HMGP Grant provided funding for 85% of the project costs to address the wet weather issues in these service areas.

The NR-17-B improvement include the construction of new wet weather lift stations attached to the existing sanitary lift stations 1 & 2. Along with the new construction, various existing LS components that are past its expected useful life will be replaced/repaired as well. The engineers estimate is $6.6 M and is expected to be completed in October 2018.

MOTION:
On a motion by April Walker, seconded by Troy Hall, the Utility Committee voted to approve Construction Administration Task Order #74, from Advanced Engineering, in the amount of $460,000 for the construction of Wet Weather Lift Stations #1 & 2. Note: As per the FEMA funding formula, the City share is $69,000, funded with Wastewater Infrastructure Sales Tax.

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

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

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

MEMORANDUM
May 25th, 2017

To: Utility Committee
From: Jim Hausauer, Wastewater Utility Director
Re: Project NR-17-B – Construction Administration Services Task Order #74
Broadway Interceptor SSO Reduction Project

Background

The Broadway Interceptor SSO Reduction Project was designed to reduce hazards associated with potential sanitary sewer overflows (SSO's) and sanitary sewer backups within the Broadway Interceptor Service Area caused by extreme wet weather conditions. In 2014, the City secured 85% FEMA Hazard Mitigation Grant Program (HMGP) Funds for this project, with a funding formula consisting of 75% Federal, 10% State, and 15% Local. The Broadway Improvements were broken up in segments to coincide with street rehab and water main replacement to minimize disruption along Broadway.

To accomplish this reduction in hazards, the project includes three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main**: This will include the construction of a new 22,000 ft. force main to convey wet weather flows from LS #1 & #2 to the Wastewater Treatment Plant (WWTP).
3. **WWTP Effluent Force Main Rehabilitation**: This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

Project NR-17-B

Historically the Lift Station (LS) 1 and LS 2 service areas have experienced issues associated with wet weather flows during extreme rain events, which has pushed the existing lift stations and the associated Broadway Interceptor to capacity. The FEMA HMGP provided grant dollars up to 85% to address the wet weather issues associated within these service areas.

The NR-17-B improvements include the construction of new wet weather lift stations attached to the existing sanitary lift stations at both LS 1 and LS 2. Along with the new construction, improvements will be completed within the existing lift stations as many components are past the expected useful life.

Task Order #74

This task order includes professional engineering services for construction administration, construction field services, instrumentation/controls programming and warranty services for the construction of the Lift Station 1 and 2 improvements. The current engineers estimate for these improvements is $6.6 million dollars and is expected to be completed in late 2018. The proposed fee for this task order is $460,000 (7% of the est.) with the funding breakdown as follows:

FEMA (75%)	State of ND (10%)	City of Fargo (15%)
$345,000	**$46,000**	**$69,000**

Note: The City of Fargo share is found on the 20 year Wastewater CIP, funded with Infrastructure Sales Tax.

Recommended Motion

Approve the attached Task Order #74 from AE2S for Construction Administration Services in the amount of $460,000 for Project NR-17-B. Note: The City of Fargo share as per the FEMA funding formula is $69,000.

www.ae2s.com

May 18, 2017

Jim Hausauer, REHS
Utility Director-Wastewater
3400 N Broadway
Fargo, ND 58102

RE: Wastewater Consulting Services for Task Order No. 74 for Broadway Interceptor Wet Weather Improvements – Phase III Construction Administration, Construction Field Services, and Warranty Phase Services

Dear Jim:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Broadway Interceptor Wet Weather Improvements – Phase III Construction Administration, Construction Field Services, and Warranty Phase services. This letter and the attached Wastewater Consulting Service Task Order No. 74 provide the proposed scope of services for the above-referenced project. The proposed fee for these services outlined is $460,000.

The professional engineering services described within this task order are Federal Emergency Management Administration (FEMA) Hazard Mitigation Grant Program (HMGP) eligible. The breakdown of the funding includes 75 percent paid for by the FEMA HMGP, 10 percent paid for by the State of North Dakota, and 15 percent paid for by the City of Fargo (City). The funding source breakdown for this Task Order is shown below in Table 1.

Table 1 - Funding Source Breakdown

Funding Source	Funding Amount
FEMA (75%)	$345,000
State of North Dakota (10%)	$46,000
City of Fargo (15%)	$69,000

Since 2014, the City of Fargo has continued to work on the Broadway Interceptor SSO Reduction Project. This project includes the installation of a force main approximately 22,000 feet in length, Lift Station 1 and 2 improvements, and the West Side Interceptor interconnect to the 45th Street Interceptor. This task order includes professional engineering services for construction administration, construction field services, and warranty phase services for the construction of the Lift Station 1 and 2 improvements. Currently, this project is out for bid, and the bids will be opened on May 31, 2017. The engineer's current opinion of probable construction cost for these improvements is $6.6 million dollars. Construction of these

improvements is anticipated to commence towards the end of June 2017. Final completion of the construction of these improvements is anticipated in October 2018.

In general, the services provided under this task order include the following:

Construction Administration Services:

- *Preconstruction Coordination:* Work includes a review of construction documents, coordination with contractors, and preparation of construction contracts for each prime contractor.
- *Project Administration:* Work includes general construction coordination, bi-weekly updates for the City, a monthly progress report for the City, and contractor pay app review and approval.
- *Project Meetings and Communications:* Work includes attending the Contractor's construction progress meetings (assumed to be every other week), meeting with the City to review major equipment shop drawings and O&Ms, and providing a Monthly Progress Report to the City.
- *Shop Drawing Review:* Work includes a review of shop drawings and Operations and Maintenance Manuals.
- *RFI and Change Management:* Work includes review of RFIs from the contractors, coordination of contractor questions and clarifications during construction, review of proposed change items, and preparation of change order documentation for City approval.
- *Programming:* Work includes instrumentation and controls (I&C) programming of the lift stations and integration of these lift stations with the Wastewater Treatment Plant Supervisory Control Data Acquisition (SCADA) system.
- *Start-Up*: Work includes planning and coordination with the contractors for start-up of each lift station and attendance at the start-up and testing of each lift station.

Construction Field Services:

- *Construction Observation and Documentation:* Work includes construction observation, site coordination with contractors, monitoring the contractors' construction activities for conformance to the contract documents, and documentation of daily construction activities (photos and daily reports) for both Lift Station 1 and 2.
- *Surveying:* Work includes setting the initial benchmarks for the site and surveying of all exposed existing utilities and all new utilities (i.e. sanitary, water lines, electrical duct banks, etc.) for as-builts.

Warranty Services:

- *Warranty Period Coordination (1-Year):* Work includes coordination of warranty items through the 1-year warranty period and conducting the final warranty period inspection walk-through at the end of the warranty period.
- *As-Builts:* Work includes incorporation of all construction changes and clarifications into drawings and specifications and providing the final as-built documents to the City.

Based on the general overview of the professional engineering services provided within this letter and the attached Task Order No. 74, the proposed fee is $460,000, which is broken down by phase in Table 2. Also identified in the table is the proposed compensation method of either a lump sum fee or hourly to max fee.

Table 2 Breakdown of Construction and Warranty Phase Services

Task Description	Compensation Method	Compensation
Phase 64-Constrution Administration	Lump Sum	$253,000
Phase 65-Construction Field Services	Hourly to Max	$178,000
Phase 70-Warranty Services	Lump Sum	$29,000
Task Order Total		$460,000

If you agree with the proposed scope of services and associated professional fees presented in the attached Wastewater Consulting Services Task Order No. 74, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other full-executed copy to AE2S. We are excited to continue to assist the City of Fargo in this important project.

Submitted in Service,

Jared D. Heller, PE
Assistant Operations Manager/Project Manager

Enclosures

This is Wastewater Consulting Services Task Order No. 74, consisting of 3 pages.

Wastewater Consulting Services Task Order No. 74

In accordance with paragraph 1.01 of the Task Order Agreement between Owner and Engineer for Professional Wastewater Consulting Services, dated January 1, 2011 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

Title: Fargo Broadway Interceptor SSO Reduction – Wet Weather Phase III Construction Administration, Construction Field Services, and Warranty Phase Services

Description: This Task Order is for construction phase services for the Broadway Interceptor Wet Weather Improvements - Phase III Project, in accordance with the final bidding documents prepared by Engineer for Owner for the Project. The Project may have up to three prime Construction Contracts (General, Mechanical, and Electrical) or a single combined Construction Contract. The Scope of Services for the Broadway Interceptor Wet Weather Improvements - Phase III - Construction Phase Services is split into three primary phases:

- Phase 064 – Construction Administration
- Phase 065 – Construction Field Services
- Phase 070 – Warranty Services

A detailed description of the scope for each phase is presented in Attachment A to this Wastewater Consulting Services Task Order No. 74.

The Broadway Interceptor Wet Weather Improvements - Phase III Project will include the construction of two new wet weather sanitary lift stations and improvements to the two existing sanitary lift stations. The wet weather lift stations will be constructed adjacent to existing lift stations and will provide the needed pumping capacity during wet weather events, which currently exceed the pumping capacity of the existing lift stations.

AE2S Project Number: P00803-2014-000 Phases 64, 65, and 70

2. **Services of Engineer**

Engineer shall perform Construction Phase and Post-Construction Phase Services identified in Attachment 1 (attached to this Task Order) in accordance with Paragraph A.1.05 and A.1.06 of the Agreement.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2, Exhibit B, and as well as outlined within Attachment 1 to Exhibit A (attached to this Task Order).

4. **Times for Rendering Services**

A. Engineer shall render the services under this Task Order according to the following:

Milestone	Date
Task Order Approval (Notice to Proceed)	May 2017
Wet Weather Lift Station 2/Lift Station 2 Substantial Completion	March 2018
Wet Weather Lift Station 2/Lift Station 2 Final Completion	May 2018
Wet Weather Lift Station 1/Lift Station 1 Substantial Completion	August 2018
Wet Weather Lift Station 1/Lift Station 1 Final Completion	October 2018
Warranty Phase Service	October 2019

5. **Payments to Engineer**

A. Owner shall pay Engineer an amount for services rendered as follows:

Phase of Service	Compensation Method	Compensation Amount
Phase 064-Construction Administration	Lump Sum	$253,000
Phase 065-Construction Field Services	Hourly to Max	$178,000
Phase 070-Warranty Phase Services	Lump Sum	$29,000
Total		**$460,000**

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. **Consultants:**

EAPC Architects Engineers.

7. **Other Modifications to Agreement:**

None at this time.

8. **Attachments:**

- *Attachment 1 to Exhibit A "Scope of Services"*
- *Exhibit A of the Original Task Order Agreement*
- *Exhibit D of the Original Task Order Agreement*

9. **Documents Incorporated By Reference:**

Plans and Specifications for Broadway Interceptor Wet Weather Improvements - Phase III, City of Fargo, North Dakota, City of Fargo Wastewater Project No. WW1402-WWPS, May 2017.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is: May 29, 2017

OWNER: City of Fargo	ENGINEER: Advanced Engineering and Environmental Services, Inc. (AE2S)
By:	By:
Name: Dr. Timothy J. Mahoney	Name: Brian R. Bergantine, PE
Title: Mayor	Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: James Hausauer, REHS	Name: Jared D. Heller, PE
Title: Wastewater Utility Manager	Title: Assistant Operations Manager
Address: 3400 N. Broadway Fargo, ND 58102	Address: 4170 28th Ave S Fargo, ND 58104
E-Mail Address: JHausauer@cityoffargo.com	E-Mail Address: Jared.Heller@ae2s.com
Phone: 701-241-1463	Phone: 701-364-9111
Fax: 701-241-8100	Fax: 701-364-9979

Scope of Services

Phase 064 – Construction Administration Services
Engineer shall perform the services defined in Paragraph A.1.05 of Exhibit A of the Original Task Order Agreement, dated January 1, 2011 under Task 101 – Construction Phase Basic Services, with the exception of services defined in Paragraph A.1.05.A.2 – Resident Project Representative (RPR), which will be completed under Task 201 – Construction Field Services.

In addition, ENGINEER shall perform the following additional Construction Administration Services under a new Paragraph A.1.05.18:

Task 102 – Project Meetings and Communications
Engineer shall serve as a point of contact for the construction project to help address questions, concerns, and comments. Engineer shall prepare for and attend project meetings, which will include:

Meeting/Comm.	Description	Frequency
Construction Progress and Coordination Meetings	Engineer shall conduct regular meetings with Owner and Contractor to discuss current construction work, upcoming construction work, safety concerns, upcoming Requests for Information (RFIs) and Submittals, and coordination items. Engineer shall prepare minutes from the project meeting and disperse to the Owner and Contractor.	Every Two Weeks
Submittal and O&M Review Meetings	Engineer shall coordinate review of pertinent submittals and Operational and Maintenance (O&M) manuals with the Owner for process pumps, mechanical equipment, and critical electrical equipment, as necessary.	As Needed
Monthly Progress Report Update	Engineer shall provide Monthly Progress Report to Owner that updates the construction progress of the project; updates the financial status of the project; and provides representative photos from the prior month's work.	Monthly

Task 103 -- Project Close-Out

Engineer shall perform project close-out services including a final project walk-through and working with Contractor to address punch list items. Engineer shall submit copies of all change orders, field orders, work change directives, Engineer's clarifications and interpretations of the Contract Documents, progress reports, shop drawing and sample submittals received from and delivered to the Contractor, compile equipment O&M manuals, and other specific related Project documentation to the Owner at the completion of the Project.

Task 104 – Instrumentation and Controls (I&C) Programming & Start-Up

A. Process Control System Narratives:

Engineer shall:

- Develop Process Control Narrative documentation describing the control functions, automation, operator interaction, alarming, start up and shut down procedures, and manual control for each lift station. The programming incorporated into the control system automation will based on the final Process Control Narrative documents.

  The areas for which Process Control Narrative will be created for are:
  a. Sanitary pump operations
  b. Wet weather pump operations
  c. Wet weather and sanitary system interconnect operations
  d. Remote control functions from the Wastewater Treatment Plant (WWTP)
  e. Gas detection

B. Programmable Logic Controller (PLC) and Human Machine Interface (HMI) Programming:

Engineer shall:

- Develop customized PLC and Operator Interface Terminal (OIT) programs to monitor and control the lift stations in accordance with the Process Control Narrative.
- Modify the existing telemetry master PLC at the WWTP to read and write data from the lift stations.
- Modify the existing Collection System HMI application to incorporate the new lift stations. The HMI application will include a display for each new lift station, visual display and trending for lift station process values, visual and audible alarming for critical process values as defined in the Process Control Narrative, motor runtimes, and remote control features as defined in the Process Control Narrative.
- Add the motor runtimes from the new lift stations to the existing motor runtime reports.

C. Lift Station Startup Services:

Engineer shall:

- Create a startup checklist to use as guide to ensure that all devices and automation sequences and alarms are tested for correct operation in the PLC and displayed correctly on the OIT and HMI at the WWTP.
- Verify each device that is monitored or controlled by the PLC functions as per the Process Control Narrative and the startup checklist.
- Modify the PLC and HMI applications as necessary to correct any deficiencies discovered during startup testing.
- Verify that the radio signal between the lift station and the WWTP repeater station has an acceptable signal strength and fade margin between 15 and 20 decibels.
- Work with the Contractor to assist with resolving any wiring or device configuration deficiencies discovered during startup testing.

Phase 065 – Construction Field Services

Engineer shall perform the services defined in Paragraph A.1.05.A.2 – Resident Project Representative of Exhibit A and Exhibit D of the Original Task Order Agreement, dated January 1, 2011 under Task 201 – Construction Field Services.

In addition, Engineer shall perform the following additional Construction Field Services under a new Paragraph A.1.05.A.18:

Task 202 – Construction Surveying

Engineer shall conduct construction surveying, which shall include:

- surveying of existing conditions of the future work site, including topography, existing buildings and infrastructure, and underground infrastructure, whenever possible (i.e., invert elevations of force mains);
- conducting one-time staking of reference points that will guide the construction of new structures with re-staking of reference points to be paid for by the Contractor;
- verifying the location of structures during construction; and
- conducting an as-built survey, which is a survey conducted at the end of the construction project to verify that the work authorized was completed to the specifications set on the plans, including underground utilities.

Phase 070 – Warranty Services
Engineer shall perform the services defined in Paragraph A.1.06 – Post-Construction Services of Exhibit A of the Original Task Order Agreement, dated January 1, 2011 under Task 301 – Warranty Services.

In addition, Engineer shall perform the following additional Post-Construction Services under a new Paragraph A.1.06.A.6:

Task 302 – As-Built Documentation

Engineer shall prepare As-Built drawings upon project completion and provide Owner with an electronic copy and one (1) printed hard copy.

CITY OF Fargo

33-1

May 31, 2017

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

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-17-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 31, 2017, for Street Reconstruction, Railroad Crossing Surface Replacement & Incidentals, Improvement District No. BR-17-E1, located at 25th Street from Main Avenue to 2nd Avenue South.

The bids were as follows:

Northern Improvement Co.	$544,293.35
Master Construction Co, Inc.	$592,940.65
Dakota Underground Co, Inc.	$602,478.74
Opp Construction LLC	$628,801.66
Strata Corporation	$737,362.81
Engineer's Estimate	$800,168.62

The special assessment escrow is not required.

Two protests were received amounting to 11% of the Improvement District. We recommend that protests be declared insufficient and the contract be awarded to Northern Improvement Co. in the amount of $544,293.35 as the lowest and best bid.

Sincerely,

April E. Walker
City Engineer

AEW/jmg

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-17-E1

25th Street from Main Avenue to 2nd Avenue South

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE April E. Walker, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Street Reconstruction, Railroad Crossing Surface Replacement & Incidentals Improvement District # BR-17-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Paving					
1	Excavation	CY	1,593.00	11.50	18,319.50
2	Subcut	CY	1,180.00	5.00	5,900.00
3	Subgrade Preparation	SY	3,823.00	1.35	5,161.05
4	F&I Class 5 Agg - 12" Thick	SY	3,823.00	11.50	43,964.50
5	F&I Woven Geotextile	SY	3,823.00	1.35	5,161.05
6	Remove Curb & Gutter	LF	1,005.00	3.50	3,517.50
7	Remove Pavement All Thicknesses All Types	SY	4,316.40	6.75	29,135.70
8	Remove Sidewalk All Thicknesses All Types	SY	755.00	4.75	3,586.25
9	F&I Curb & Gutter Mountable (Type I)	LF	40.00	22.75	910.00
10	F&I Curb & Gutter Standard (Type II)	LF	1,035.00	22.75	23,546.25
11	F&I Edge Drain 4" Dia PVC	LF	1,075.00	8.25	8,868.75
12	F&I Pavement 11" Thick Doweled Conc	SY	3,383.00	72.00	243,576.00
13	F&I Pavement 7" Thick Reinf Conc	SY	247.00	55.00	13,585.00
14	F&I Median Nose - Conc	SY	26.67	115.00	3,067.05
15	F&I Sidewalk 4" Thick Reinf Conc	SY	672.00	46.00	30,912.00
16	F&I Sidewalk 6" Thick Reinf Conc	SY	39.00	66.50	2,593.50
17	F&I Impressioned 4" Thick Reinf Conc	SY	328.00	75.00	24,600.00
18	F&I Impressioned 6" Thick Reinf Conc	SY	15.00	82.00	1,230.00
19	F&I Det Warn Panels Cast Iron	SF	76.00	36.00	2,736.00
20	F&I Aggregate for Asph Pavement FAA 43	TON	147.70	55.00	8,123.50
21	F&I Asphalt Cement PG 58-28	GAL	2,002.00	1.60	3,203.20
22	F&I Casting - Inlet	EA	2.00	425.00	850.00
23	F&I Casting - Std Manhole	EA	1.00	325.00	325.00
24	F&I Casting - Floating Manhole	EA	3.00	1,075.00	3,225.00
25	Casting to Grade - w/Conc	EA	5.00	685.00	3,425.00
26	GV Box to Grade - w/Conc	EA	1.00	210.00	210.00
27	GV Box to Grade - no Conc	EA	2.00	195.00	390.00
28	Seeding Type B	SY	263.00	4.20	1,104.60
29	Mulching Type 1 - Hydro	SY	263.00	3.15	828.45
30	Temp Construction Entrance	EA	3.00	750.00	2,250.00
31	Inlet Protection - Existing Inlet	EA	12.00	125.00	1,500.00
				Paving Total	495,804.85
Pavement Marking					
32	F&I Grooved Plastic Film 4" Wide	LF	1,161.00	5.80	6,733.80
33	F&I Grooved Contrast Film 7" Wide	LF	180.00	11.25	2,025.00
34	F&I Grooved Plastic Film 8" Wide	LF	51.00	11.90	606.90
35	F&I Grooved Plastic Film 24" Wide	LF	240.00	10.50	2,520.00
36	F&I Grooved Plastic Film Message	SF	210.00	44.10	9,261.00
				Pavement Marking Total	21,146.70

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-17-E1

Street Reconstruction, Railroad Crossing Surface Replacement & Incidentals

Signing

37	Traffic Control - Type 2	LS	1.00	12,000.00	12,000.00
38	Construction Signing	SF	30.00	12.25	367.50
39	F&I Sign Assembly & Anchor	EA	7.00	125.00	875.00
40	F&I Engineering Grade	SF	16.50	15.00	247.50
41	F&I Diamond Grade Cubed	SF	13.00	22.00	286.00
42	F&I High Intensity Prismatic	SF	21.00	18.00	378.00
43	F&I Flexible Delineator	EA	8.00	50.00	400.00
				Signing Total	14,554.00

Street Lighting

44	Relocate Street Light	EA	2.00	980.00	1,960.00
45	F&I Base 7' Deep Reinf Conc	EA	2.00	525.00	1,050.00
46	Remove Base	EA	2.00	445.00	890.00
47	F&I Conductor #4 USE Cu	LF	908.00	1.45	1,316.60
48	F&I Conductor #6 USE Cu	LF	454.00	1.30	590.20
49	F&I Innerduct 1.5" Dia	LF	474.00	6.50	3,081.00
50	F&I Luminaire Type A	EA	4.00	975.00	3,900.00
				Street Lighting Total	12,787.80

		Total Construction in $	**544,293.35**
Engineering	11.00 %	59,872.27	
Legal & Misc	3.00 %	16,328.80	
Contingencies	10.00 %	54,429.34	
Administration	6.00 %	32,657.60	
Interest	4.00 %	21,771.73	
	Total Estimated Costs	**729,353.09**	
	Special Assessments	729,353.09	
	Unfunded Costs	**0.00**	

REGISTERED PROFESSIONAL ENGINEER
APRIL E. WALKER
PE - 5462
DATE 5-31-17
NORTH DAKOTA

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/31/2017

April E. Walker

City Engineer

CITY OF Fargo

33-2

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

May 31, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-17-L1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 31, 2017, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-17-L1, located at 2nd Ave North Broadway through 7th Street.

The bids were as follows:

KPH, Inc.	$1,386,542.40
Shermans LLC	$1,405,855.20
Master Construction	$1,463,613.00
Dakota Underground Company	$1,565,019.67
Engineer's Estimate	$1,568,909.00

The special assessment escrow is not required.

This office recommends award of the contract to KPH, Inc. in the amount of $1,386,542.40 as the lowest and best bid. No protests have been received.

Sincerely,

April E. Walker
City Engineer

AEW/kdv

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-17-L1

Water Main Replacement, Street Reconstruction & Incidentals

2nd Ave N, Brdwy thru 7 St

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE April E. Walker, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Water Main Replacement, Street Reconstruction & Incidentals Improvement District # BR-17-L1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	Repair Manhole	EA	1.00	1,655.00	1,655.00
2	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	51.00	112.00	5,712.00
3	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	38.00	115.00	4,370.00
4	Connect Sewer Service 15' to 20' Deep	EA	3.00	4,660.00	13,980.00
5	Connect Sewer Service Option C	EA	3.00	1,305.00	3,915.00
				Sanitary Sewer Total	29,632.00
Water Main Replacement					
6	Remove Pipe All Sizes All Types	LF	296.00	10.00	2,960.00
7	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	103.00	63.00	6,489.00
8	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	283.00	66.00	18,678.00
9	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	49.00	70.00	3,430.00
10	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	928.00	82.00	76,096.00
11	F&I Fittings Ductile Iron	LB	8,460.00	5.15	43,569.00
12	F&I Hydrant	EA	5.00	4,500.00	22,500.00
13	F&I Gate Valve 4" Dia	EA	5.00	1,315.00	6,575.00
14	F&I Gate Valve 6" Dia	EA	11.00	1,485.00	16,335.00
15	F&I Gate Valve 8" Dia	EA	2.00	1,950.00	3,900.00
16	F&I Gate Valve 10" Dia	EA	3.00	3,125.00	9,375.00
17	Furnish Temp Water Svc	EA	6.00	2,020.00	12,120.00
				Water Main Replacement Total	222,027.00
Storm Sewer					
18	Remove Pipe All Sizes All Types	LF	319.00	10.00	3,190.00
19	Remove Inlet	EA	13.00	355.00	4,615.00
20	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	47.00	60.00	2,820.00
21	F&I Pipe w/GB 12" Dia Reinf Conc	LF	269.00	97.00	26,093.00
22	F&I Pipe w/GB 15" Dia Reinf Conc	LF	237.00	99.00	23,463.00
23	F&I Pipe w/GB 18" Dia Reinf Conc	LF	53.00	103.00	5,459.00
24	F&I Manhole 4' Dia Reinf Conc	EA	5.00	2,920.00	14,600.00
25	F&I Inlet - Single Box (SBI) Reinf Conc	EA	12.00	2,530.00	30,360.00
26	Connect Pipe to Exist Structure	EA	6.00	1,065.00	6,390.00
				Storm Sewer Total	116,990.00
Paving					
27	F&I Flat MH Cover 8" Thick Reinf Conc	EA	5.00	585.00	2,925.00
28	Remove Tree	EA	3.00	290.00	870.00
29	Remove Curb & Gutter	LF	1,660.00	12.00	19,920.00
30	Remove Pavement All Thicknesses All Types	SY	4,790.00	12.00	57,480.00
31	Remove Driveway All Thicknesses All Types	SY	238.00	15.00	3,570.00

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-17-L1

Water Main Replacement, Street Reconstruction & Incidentals

32 Remove Sidewalk 4" Thick Conc	SY	1,208.00	15.00	18,120.00
33 Subgrade Preparation	SY	5,010.00	3.15	15,781.50
34 F&I Woven Geotextile	SY	5,010.00	2.05	10,270.50
35 F&I Class 5 Agg - 12" Thick	SY	5,010.00	13.00	65,130.00
36 F&I Edge Drain 4" Dia PVC	LF	1,593.00	6.00	9,558.00
37 F&I Pavement 9" Thick Doweled Conc	SY	4,354.00	68.00	296,072.00
38 F&I Pavement 7" Thick Reinf Conc	SY	120.00	50.00	6,000.00
39 F&I Sidewalk 4" Thick Reinf Conc	SY	1,682.00	41.00	68,962.00
40 F&I Sidewalk 6" Thick Reinf Conc	SY	38.00	48.00	1,824.00
41 F&I Curb & Gutter Standard (Type II)	LF	1,745.00	19.00	33,155.00
42 F&I Sidewalk Curb	LF	20.00	31.00	620.00
43 Rem & Repl Pavement 6" Thick Asph	SY	80.00	86.00	6,880.00
44 F&I Det Warn Panels Cast Iron	SF	331.00	47.00	15,557.00
45 Stormwater Management	LS	1.00	500.00	500.00
46 Inlet Protection - Existing Inlet	EA	11.00	105.00	1,155.00
47 Inlet Protection - New Inlet	EA	12.00	105.00	1,260.00
48 Temp Construction Entrance	EA	2.00	850.00	1,700.00
49 Seeding Type B	SY	120.00	2.10	252.00
50 Mulching Type 1 - Hydro	SY	120.00	2.10	252.00
51 Weed Control Type B	SY	120.00	2.10	252.00
52 Casting to Grade - no Conc	EA	29.00	250.00	7,250.00
53 GV Box to Grade - Blvd	EA	3.00	115.00	345.00
54 GV Box to Grade - no Conc	EA	17.00	115.00	1,955.00
55 F&I Casting - Floating Manhole	EA	10.00	1,205.00	12,050.00
56 Temp Fence - Safety	LS	1.00	46,000.00	46,000.00
57 Traffic Control - Type 1	LS	1.00	8,250.00	8,250.00
58 Construction Signing	SF	10.00	5.25	52.50
59 F&I Traffic Surface Gravel	TON	50.00	24.00	1,200.00
			Paving Total	715,168.50
Street Lights				
60 Remove Base	EA	11.00	425.00	4,675.00
61 Remove Street Light	EA	17.00	105.00	1,785.00
62 F&I Base 6' Deep Reinf Conc	EA	13.00	475.00	6,175.00
63 F&I Conductor #6 USE Cu	LF	6,405.00	1.35	8,646.75
64 F&I Luminaire Type A	EA	19.00	2,350.00	44,650.00
65 F&I Light Standard Type A	EA	18.00	1,850.00	33,300.00
66 F&I Feed Point	EA	1.00	8,150.00	8,150.00
67 F&I Innerduct 1.5" Dia	LF	2,064.00	6.30	13,003.20
68 F&I Light Standard Type B	EA	1.00	2,210.00	2,210.00
69 Remove Feed Point	EA	2.00	315.00	630.00
70 F&I Pull Box	EA	4.00	1,050.00	4,200.00
			Street Lights Total	127,424.95
Pavement Marking				
71 F&I Grooved Plastic Film 4" Wide	LF	1,462.00	5.50	8,041.00
72 F&I Grooved Contrast Film 7" Wide	CF	2,852.00	10.25	29,233.00
73 F&I Grooved Plastic Film Message	SF	104.00	75.00	7,800.00
74 F&I Grooved Plastic Film 8" Wide	LF	22.00	0.15	3.30
75 F&I Grooved Plastic Film 16" Wide	LF	73.00	16.80	1,226.40
76 F&I Grooved Thermoplastic Pavement Marking Message	SF	20.00	77.00	1,540.00
77 Paint Epoxy Message	SF	28.00	10.50	294.00
78 F&I Flexible Delineator	EA	56.00	55.00	3,080.00
79 F&I Grooved Plastic Film 24" Wide	LF	192.00	29.00	5,568.00

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-17-L1

Water Main Replacement, Street Reconstruction & Incidentals

			Pavement Marking Total	56,785.70
Signing				
80 F&I Sign Assembly & Anchor	EA	12.00	78.00	936.00
81 F&I Engineering Grade	SF	7.50	12.60	94.50
82 F&I Diamond Grade Cubed	SF	45.00	18.95	852.75
83 F&I High Intensity Prismatic	SF	24.00	16.00	384.00
84 F&I Sign Assembly	EA	6.00	67.00	402.00
			Signing Total	2,669.25
Landscape				
85 F&I Impressioned 6" Thick Reinf Conc	SY	332.00	102.00	33,864.00
86 F&I Planter Curb	LF	400.00	23.00	9,200.00
87 F&I Decid Tree 1.5" Dia	EA	10.00	330.00	3,300.00
88 F&I Plant - Perennial Type 1	EA	120.00	25.00	3,000.00
89 F&I Structural Soil	SY	133.00	250.00	33,250.00
90 Topsoil - Import	CY	58.00	57.00	3,306.00
91 F&I Tree Grate Cast Iron	EA	10.00	2,300.00	23,000.00
			Landscape Total	108,920.00
Traffic Signals				
92 Remove Pull Box PVC	EA	1.00	525.00	525.00
93 Salvage Signal Standard	EA	5.00	970.00	4,850.00
94 Remove Foundation Controller	EA	1.00	525.00	525.00
95 Salvage Traffic Signal Equipment	LS	1.00	525.00	525.00
96 Salvage Signal Cable	LS	1.00	500.00	500.00
			Traffic Signals Total	6,925.00
			Total Construction in $	**1,386,542.40**

Engineering	8.50 %	117,856.10
Legal & Misc	3.00 %	41,596.27
Contingencies	10.00 %	138,654.24
Administration	3.00 %	41,596.27
Interest	4.00 %	55,461.70
Total Estimated Costs		**1,781,706.98**
Special Assessments		928,983.00
Sales Tax Funds - Infrastructure - 420		697,953.01
Utility Funds - Wastewater - 521		18,224.00
Utility Funds - Water - 501		136,547.00
Unfunded Costs		**-0.03**

REGISTERED PROFESSIONAL ENGINEER
APRIL E. WALKER
PE - 5462
DATE 5-31-17
NORTH DAKOTA

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/31/2017

April E. Walker

April E. Walker

City Engineer

COVER SHEET
CITY OF FARGO PROJECTS (34)

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, Site Grading, PC Concrete Paving, Street Lighting & Incidentals

Improvement District No. BN-17-A

Call For Bids June 5, 2017

Advertise Dates June 12 & 19, 2017

Bid Opening Date July 12, 2017

Substantial Completion Date July 1, 2018

Final Completion Date August 15, 2018

N/A PWPEC Report (Attach Copy) **Part of 2017 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard (Scott Middaugh)

Phone No. 241-1545 (271-4871)

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

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

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER,
SITE GRADING, PC CONCRETE PAVING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-17-A

Nature & Scope

This project is for the new construction of underground utilities, concrete paving, site grading, street lights and incidentals on 19th Avenue North from 45th Street North to 57th Street North. In addition, the storm sewer ponds and lift station will be constructed.

Purpose

This project will provide the infrastructure to convert 19th Avenue North from a rural roadway sections to arterial urban street sections.

19th Avenue North infrastructure will be funded by Special Assessments. Assessments will be applied per City policy. The Sanitary Sewer oversizing will be funded by Waste Water Sales Tax Funds.

Feasibility

The estimated cost of construction is $10,455,691. The cost breakdown is as follows:

Sanitary Sewer Assessed	$ 862,500
Plus 4% Engineering Fees:	$ 34,500
Plus 8% Outside Engineering Fees:	$ 69,000
Plus 7% Legal & Misc. Fees:	$ 60,375
Plus 6% Administration Fees:	$ 51,750
Plus 4% Interest Fees:	$ 34,500
Total Estimated Assessed Cost:	$ 1,112,625
Sanitary Sewer Oversize – City Funded	$ 184,825
Plus 4% Engineering Fees:	$ 7,393
Plus 8% Outside Engineering Fees:	$ 14,786
Plus 7% Legal & Misc. Fees:	$ 12,938
Plus 4% Interest Fees:	$ 7,393
Total Wastewater Sales Tax Cost:	$ 227,335
Water Main	$ 792,235
Plus 4% Engineering Fees:	$ 31,689
Plus 8% Outside Engineering Fees:	$ 63,379
Plus 7% Legal & Misc. Fees:	$ 55,456
Plus 6% Administration Fees:	$ 47,534
Plus 4% Interest Fees:	$ 31,689
Total Estimated Assessed Cost:	$ 1,021,983

Storm Sewer	$ 1,298,400
Plus 4% Engineering Fees:	$ 51,936
Plus 8% Outside Engineering Fees:	$ 103,872
Plus 7% Legal & Misc. Fees:	$ 90,888
Plus 6% Administration Fees:	$ 77,904
Plus 4% Interest Fees:	$ 51,936
Total Estimated Assessed Cost:	$ 1,674,936

Paving	
Construction	$ 4,420,331
Plus 4% Engineering Fees:	$ 176,813
Plus 8% Outside Engineering Fees:	$ 353,626
Plus 7% Legal & Misc. Fees:	$ 309,423
Plus 6% Administration Fees:	$ 265,220
Plus 4% Interest Fees:	$ 176,813
Total Estimated Assessed Cost:	$ 5,702,226

Storm Sewer Lift Station	$ 1,735,401
Plus 4% Engineering Fees:	$ 69,416
Plus 8% Outside Engineering Fees:	$ 138,832
Plus 7% Legal & Misc. Fees:	$ 121,478
Plus 6% Administration Fees:	$ 104,124
Plus 4% Interest Fees:	$ 69,416
Total Estimated Assessed Cost:	$ 2,238,667

Miscellaneous	
Easements/ROW:	$ 1,200,000
Utility Relocations:	$ 412,000
Railroad Crossing Improvements:	
$750,000 Total Cost (90/10 Funding Split)	$ 75,000
Total Estimated Assessed Cost:	$ 1,687,000

Funding

Project Funding Summary		
Special Assessment	(93.71%)	$13,437,437
City Funds - Sanitary Sewer	(1.58%)	$ 227,335
Federal Safety Funds – Railroad Crossing	(4.71%)	$ 675,000
Total Estimated Project Cost		**$14,339,772**

Fees

Summary of Fees	
Engineering Fees	$ 371,748
Outside Engineering Fee	$ 743,495
Legal & Misc. Fees	$ 645,014
Administration Fees	$ 546,532
Interest Fees	$ 379,141
Total Estimated Fees	**$ 2,685,929**

The cost to property owners will be per City policy.

We believe this project to be cost effective.

Brenda E. Derrig for April Walker

April E. Walker, P.E., C.F.M.
City Engineer

June 2017

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER,
SITE GRADING, PC CONCRETE PAVING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-17-A1

LOCATION:

On 19th Avenue North from 57th Street North to 45th Street North.

COMPRISING:

Lots 1 through 3, Inclusive, Block 1.
All in North Dakota Horsepark Addition.

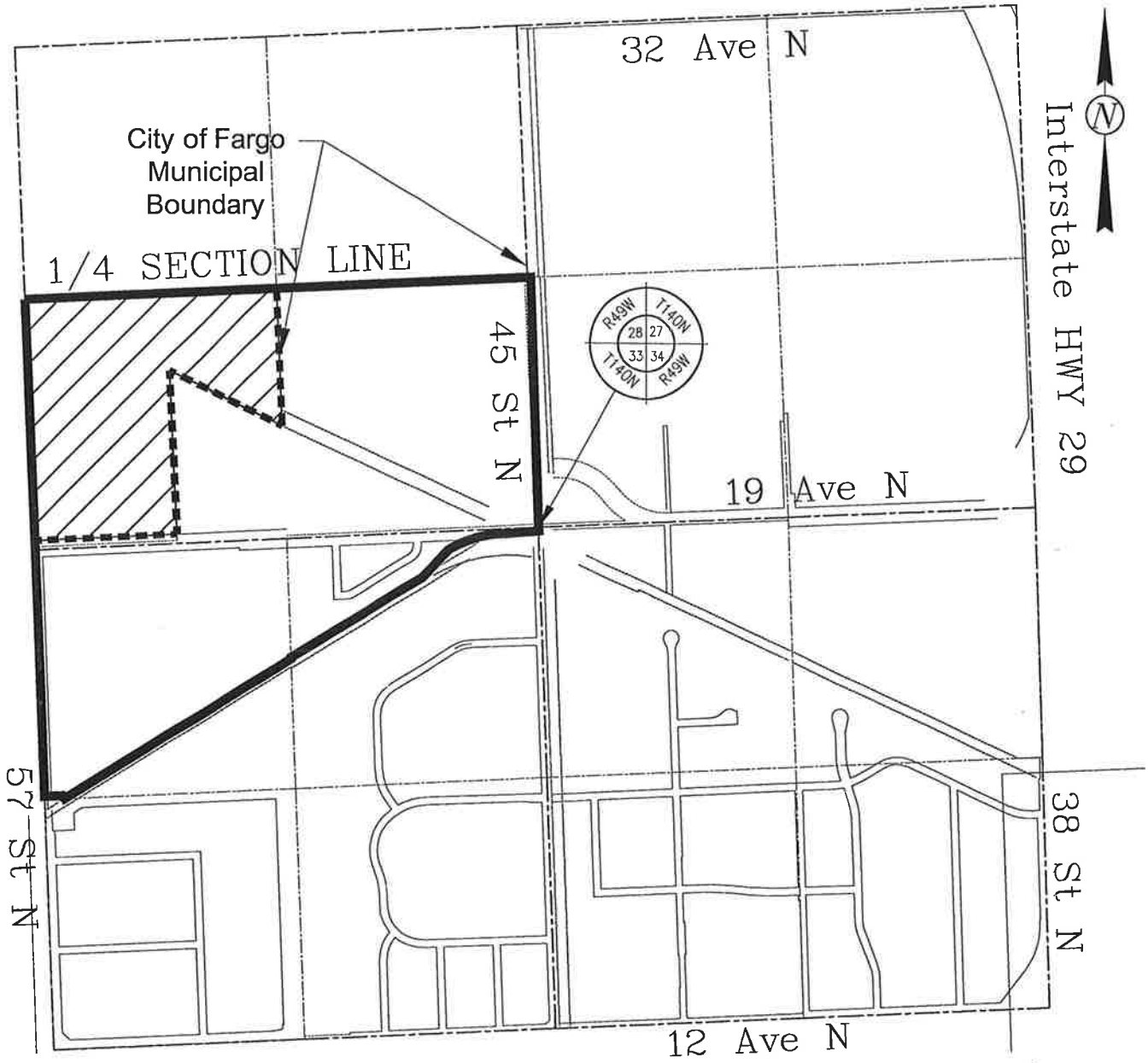
Lots 3 and 4, Block 1.
All in Northern Sheyenne Land Addition.

Lots 1 through 7, Block 1.
Lots 1 through 3, Block 2.
All in Northern Sheyenne Land 2nd Addition.

Lot 1, Block 1.
Mid America Steel Addition.

All of the unplatted land in the 2016 Annexation in the South ½ of Section 28, Township 140 North, Range 49 West.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION, ASSESSMENT AREA & FUTURE BENEFITING AREA OUTSIDE CITY OF FARGO CITY LIMITS

SANITARY SEWER, WATER MAIN, STORM SEWER, SITE GRADING, PAVING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-17-A

FUTURE BENEFITING AREA OUTSIDE CITY LIMITS