

FARGO CITY COMMISSION AGENDA
Monday, April 21, 2008 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO (Channel 99). They are rebroadcast at 7 p.m. each Thursday and again at 8:00 a.m. each Saturday following the meeting and are also included in our video archive at www.cityoffargo.com/commission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 7, 2008).

* * * Consent Agenda - Approve the Following * * *

- a. 1st reading of an Ordinance Relating to Civil Service.
- b. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 4/7/08:
 - (1) Rezoning Certain Parcels of Land Lying in Keeney & Devitts 2nd Addition and Adjacent Areas to the City of Fargo.
 - (2) Rezoning Certain Parcels of Land Lying in the Southwest Quarter of the Northwest Quarter of Section 14, Township 138 North, Range 49 West, Cass County, North Dakota.
 - (3) Relating to Non-Conforming Uses and Non-Conforming Structures.
- c. 2nd reading, waive reading and final adoption of an Ordinance Relating to Licensing of Re-roofing Contractors; 1st reading, 3/24/08 (delay until 5/5/08).
- d. Notice of Appeal from Decision of Local Governing Body filed by Fred and Earlyne Hector vs. the City of Fargo.
- e. Receive and file Year to Date-Budget to Actual report for March 2008.
- f. Site Authorizations for Games of Chance:
 - (1) Red River Human Services Foundation at The Hub and The Northern.
 - (2) Plains Art Museum at The Bowler, Prairie Rose Inn and Big Top Bingo.
 - (3) Jon Greenley Amvets Post #7 at the Amvets.
- g. Applications for Games of Chance:
 - (1) Knights of Columbus #6570 for a calendar raffle through 6/30/08.
 - (2) Handi-Wheels Transportation, Inc. for a raffle on 5/31/08.
 - (3) Order of the Eastern Star of North Dakota Grand Chapter for a raffle on 6/10/09; Public Spirited Resolution.
- h. Request for Proposals for the disposition of property at 1012 9th Street North.
- i. NRI High School Build Project at 316 11th Street North.
- j. Forgiveness of Housing Rehab Program assistance of \$10,000 at 1545 13½ Street South due to a demonstrated hardship.

- Page 2 k Amendment to the limited franchise agreement with Cass County Electric adding area annexed by the City on 3/24/08.
- l. Fire Department budget adjustment in the amount of \$3,839.25 for haz mat training.
 - m. Application filed by Corwyn and Debra Mulvaney for a five-year exemption from taxation for improvements made to a building at 1141 7th Street North.
 - n. Appoint Ryan Huber, Jesse Nicholas and Joshua Brottlund as special police officers for NDSU.
 - o. Resolution authorizing the 2008-2009 City of Fargo Deer Management Program.
 - p. Change Orders for the libraries and Clapp Park Senior Center:
 - (1) G-5 for an increase of \$868,00 for the Main Library
 - (2) M-3 for an increase of \$4,918.70 for the Main Library.
 - (3) G-5 for an increase of \$8,548.00 for the Dr. James Carlson Library.
 - (4) G-6 for an increase of \$5,156.00 for the Clapp Park Senior Center.
 - (5) M-2 for an increase of \$2,474.50 for the Main Library.
 - (6) G-4 for an increase of \$24,900.00 for the Main Library.
 - q. Change Orders for the Police Department Remodeling Project:
 - (1) G-1 for an increase of \$5,060.95.
 - (2) M-1 for an increase of \$2,470.00.
 - (3) E-1 for an increase of \$1,624.00.
 - (4) E-2 for an increase of \$1,389.00.
 - r. Bid awards for water main repair materials.
 - s. Recycling Agreement with Minnkota Recycling.
 - t. Agreement for Special Improvements with Rommesmo Family LLP for Prairie Grove Addition.
 - u. Agreement Regarding Special Assessments with Prairie Grove, LLC/Rommesmo Family Limited Partnership.
 - v. Agreement Regarding Special Assessments for the "Frontier Quarter" (52nd Ave. Project).
 - w. Right of Entry Agreement on the "Frontier Quarter" and School District property together with Farm Cash Rental Agreement (52nd Ave. Project).
 - x. Purchase Agreement with Sunset Memorial Gardens regarding right-of-way acquisition.
 - y. Project Concept Report for Riverwood Addition Shared Use Path Project.
 - z. Corps of Engineers Project Management Plan for the Red River Feasibility Study of upstream retention options.
 - aa. Emergency repairs at Storm Lift No. 8 (Project No. 5828).
 - bb. Contract with GoodPointe Technology in the amount of \$174,444 for Pavement Management System Street Condition Survey Update.

Bid concurrence for Project No. 5163-7 and bid awards for Project Nos. 5801, 5802, 5812-01 and SW 08-01.

- dd. Contracts and bonds for Project Nos. 5809 and 5816.
- ee. Bills.
- ff. Final Balancing Change Orders for Improvement Districts: No. 1 for a decrease of \$11,954.42 for No. 5694; No. 1 for a decrease of \$13,297.76 for No. 5697.
- gg. Bid awards for Improvement District Nos. 5384 and 5760.
- hh. Create Improvement District Nos. 5385, 5746, 5775, 5783, 5797 and 5824.
- ii. Contracts and bonds for Improvement District Nos. 5314-12 and 5785.

* * * Regular Agenda * * *

- 1. Recommendation to appoint Ruth Bachmeier as Public Health Director.
- 2. Human Relations Commission update on activities.
- 3. Public Hearings - 5:15 p.m.:
 - a. Application filed by CNH America, LLC for a Payment in Lieu of Tax for an expansion to their facility at 3401 1st Avenue North.
 - b. Application filed by Old Broadway Corporation to transfer the Just One Class "CD" alcoholic beverage license to 64 Broadway.
 - c. Petition for a zoning change from GI, General Industrial to LI, Limited Industrial on the south 180 feet of the north 364 feet of the east 410 feet of Lot 6, Arndts-Devener Subdivision.
 - (1) Continued from the 4/7/08 Regular Meeting.
 - (2) Denial recommended by the Planning Commission on 3/12/08.
 - (3) 1st reading of rezoning Ordinance.
 - d. Special Assessment List for New Construction of City Ordered Sidewalks (Improvement District No. 5716).
 - e. Special Assessment List for Reconstruction of City Ordered Sidewalks (Improvement District No. 5717).

Special assessment lists for the following Improvement Districts, all having been approved by the Special Assessment Commission on 3/19/08; set the interest rate at 1% per annum over the net rate on bonds financing said projects:

- f. Railroad Crossing Safety, Quiet Zone and Incidentals Improvement District No. 5243.
- g. Storm Sewer and Incidentals No. 5497.
- h. Concrete Curb and Gutter, Asphalt Pavement and Incidentals No. 5592.
- i. Concrete Curb and Gutter, Asphalt Pavement, Utilities, Street Lights, Sidewalks and Incidentals No. 5668.
- j. Street Reconstruction and Incidentals No. 5680.
- k. Sanitary Sewer, Water Main, Storm Sewer and Incidentals No. 5689.

- l. Seal Coat and Incidentals No. 5709.
- m. NDSU – 17th Avenue North Street Replacement No. 5723.
- n. Asphalt Alley Paving and Incidentals No. 5753.
- o. P.C. Concrete Alley Paving and Incidentals No. 5756.

4. Proposed Skyway use policy.

AFTER ADJOURNMENT: The Board will meet in Executive Session to review litigation items.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310 or TDD 241-8258. Please contact us at least three business days in advance of public meetings to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo Web site at www.cityoffargo.com/commission

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-0302 OF ARTICLE 7-03
OF CHAPTER 7 OF THE FARGO MUNICIPAL CODE
RELATING TO CIVIL SERVICE

NOW, THEREFORE,

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

Section 1. Amendment.

Section 7-0302 of Article 7-03 of Chapter 7 of the Fargo Municipal Code are hereby amended to read as follows:

7-0302. Recruitment.

- A. * * *
- B. * * *
- C. * * *
- D. * * *
- E. * * *
- F. * * *
- G. * * *
- H. * * *
- I. * * *
- J. Fingerprinting.

This ordinance is enacted pursuant to N.D.C.C. §12-60-24 to regulate the employment of fire firefighters.

An applicant, seeking to engage in firefighting shall submit, if required, two sets of his/her fingerprints taken by the Cass County Sheriff's Department or the Fargo Police Department to the Fargo Fire Department.

Upon receipt of the fingerprints, the Fargo Fire Department will transmit both sets of fingerprints and the appropriate fees to the North Dakota Bureau of Criminal Investigation. The North Dakota Bureau of Criminal Investigation will compare the subject's fingerprints against its criminal file and submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Federal Bureau of Investigation check will be returned to the North Dakota Bureau of Criminal Investigation, which will disseminate the state and national results to the Fargo Fire Department.

The Fargo Fire Department shall render a fitness determination based upon the results of the criminal background check.

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ORDINANCE NO. _____

In rendering a fitness determination, the Fargo Fire Department will decide whether the record subject has been convicted of, or is under pending indictment for, (a) a crime which bears upon his/her ability or fitness to serve in the capacity; (b) any felony; or (c) a misdemeanor which involved force or threat of force ~~or threat of force~~, controlled substances, or was a sex-regulated offense.

A record subject may request and receive a copy of his/her criminal history record information from the Fargo Fire Department. Should the record subject seek to amend or correct his/her record, he/she must contact the Bureau of Criminal Investigation for a North Dakota state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

Section 2. Effective Date.

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

Dennis R. Walaker, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN KEENEY & DEVITTS 2ND ADDITION AND
ADJACENT AREAS TO THE CITY OF FARGO

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of certain parcels of land lying in Keeney & Devitts 2nd Addition and adjacent areas, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 12, 2008; and,

WHEREAS, the rezoning changes were approved by the City Commission on April 7, 2008,

NOW, THEREFORE,

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

Section 1. The following described property:

620 9th Ave N, Fargo, ND, the legal description for which is as follows: an unplatted lot in the Northwest Quarter (NW1/4) of Section 6, Township 139 North, Range 48 West, East of Block 13, Harwoods 2nd Addition, the North 80 feet of Lot 10; as to a certain property located at **614 9th Ave N**, Fargo, ND, the legal description for which is as follows: an unplatted lot in the Northwest Quarter (NW1/4) of Section 6, Township 139 North, Range 48 West, the North 137 feet of Lot 7 of the Northwest Quarter (NW1/4) of Section 6, Township 139 North, Range 48 West; as to certain property located at **608 9th Ave N**, Fargo, ND, the legal description for which is as follows: an unplatted lot in the Northwest Quarter (NW1/4) of Section 6, Township 139 North, Range 48 West, 12 feet of Lot 4 of the Northwest Quarter (NW1/4) of Section 6, Township 139 North, Range 48 West of Auditors Subdivision of Block 14 Harwoods 2nd Addition; as to certain property located at **815 7th St N**, Fargo, ND, the legal description for which is as follows: an unplatted lot in the Northwest Quarter (NW1/4) of Section 6, Township 139 North, Range 48 West, the South 40 feet of Lot 10, Harwoods 2nd Addition; as to certain property located at **731 7th St N**, Fargo, ND, the legal description for which is as follows: the West 95 feet of Lot 10 and West 95 feet of the North Half (N1/2) of Lot 11, Block 1, Park Addition; as to certain property located at **727**

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **7th St N**, Fargo, ND, the legal description for which is as follows: the West 95
2 feet of Lot 12 and the West 95 feet of the South Half (S1/2) of Lot 11, Block 1,
3 Park Addition; as to certain property located at **719 7th St N**, Fargo, ND, the legal
4 description for which is as follows: Lots 14 & 15, Block 1, Park Addition; as to
5 certain property located at **613 7th Ave N**, Fargo, ND, the legal description for
6 which is as follows: Lots 16, 17, 18, & the West Half (W1/2) of the vacated alley
7 adjacent, Block 1, Park Addition; as to certain property located at **601 5th St N**,
8 Fargo, ND, the legal description for which is as follows: Lot 1, less the North
9 12.3 feet, Block 36, Keeney & Devitts 2nd Addition; as to certain property located
10 at **624 4th St N**, Fargo, ND, the legal description for which is as follows: the
11 North 12.3 feet of Lot 1 & all of the vacated alley lying between Lots 1-10, per
vacated plat 1988 & the East 40 feet of vacated 5th Street North lying adjacent to
Lots 7-10 & the North 12.3 feet of Lot 1, Block 36, Keeney & Devitts 2nd
Addition; as to certain property located at **701 4th St N**, Fargo, ND, the legal
description for which is as follows: on Lots 8, 9, & 10, Block 17, Hectors
Addition; as to certain property located at **315 7th Ave N**, Fargo, ND, the legal
description for which is as follows: an unplatted lot in the Northeast Quarter
(NE1/4) of Section 6, Township 139 North, Range 48 West lying between Lot 10,
Block 17, Hectors Addition & Lots 9-12 including, Block 3, Dewitts Addition
also known as Lot 5,

12 is hereby rezoned from "MR-3", Multi-Dwelling, District to "DMU", Downtown Mixed Use,
13 District;

14 and,

15 **820 Broadway N**, Fargo, ND, the legal description of which is as follows: an
16 unplatted lot in the Northwest Quarter (NW1/4) of Section 6, Township 139
17 North, Range 48 West, the South Half (S1/2) of Lot 4, EXCEPT for the West 12
18 feet of Block 14, Harwood 2nd Addition, the Northwest Quarter (NW1/4) of
19 Section 6, Township 139 North, Range 48 West, & Lot 5 of Auditors Subdivision
20 of Block 14, Harwood 2nd Addition; as to certain property located at **812**
21 **Broadway N**, Fargo, ND, the legal description for which is as follows: an
unplatted lot West of Auditors Lots 6 & 7 of the Northwest Quarter (NW1/4) of
Section 6, Township 139 North, Range 48 West & beginning at the Southeast
corner of Lot 9 of the Northwest Quarter (NW1/4) of Section 6, Township 139
North, Range 48 West according to the plat thereof then North 18 feet 6 inches

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ORDINANCE NO. _____

then West 21 feet then South 23 feet 6 inches then East 6 feet then North 5 feet then East 15 feet to point of beginning; as to certain property located at **601 4th St N**, Fargo, ND, the legal description for which is as follows: on the South 3.83 feet of Lot 9 & all of Lots 10 & 1, Block 37, Keeney & Devitts 2nd Addition; as to certain property located at **617 4th St N**, Fargo, ND, the legal description for which is as follows: Lots 7, 8, & the North 46.17 feet of Lot 9, Block 37, Keeney & Devitts Addition; as to certain property located at **717 4th St N**, Fargo, ND, the legal description for which is as follows: Lots 3-7, Block 17, Hectors Addition,

is hereby rezoned from "LC", Limited Commercial, District to "DMU", Downtown Mixed Use, District;

and,

604 Broadway N, Fargo, ND, the legal description for which is as follows: Lot D & land adjacent on the east beginning on the Northeast corner of Block D of Chapin, Johnson, Barretts Addition, then running in an Easterly Direction on a prolongation of the North line of Block D, to the West line of Broadway, then South along the West line of Broadway to a point on said line reaching a prolong Easterly of the South line of Block D, then in a Northerly course along the East line of Block D to the beginning of Chapin, Johnson, Barrets Addition; as to certain property located at **619 Broadway N**, Fargo, ND, the legal description for which is as follows: Lots 1-10 & the vacated alley & one-half (1/2) of vacated 5th Street North adjacent, Block 35, Keeney & Devitts 2nd Addition,

is hereby rezoned from "P/I", Public/Institutional, District to "DMU", Downtown Mixed Use, District.

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

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

Dennis R. Walaker, Mayor

(SEAL)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Attest:

First Reading:
Second Reading:
Final Passage:

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Steven Sprague, City Auditor

(b2)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER
3 OF SECTION 14, TOWNSHIP 138 NORTH, RANGE 49 WEST,
4 CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of
6 certain parcels of land lying in the Southwest Quarter of the Northwest Quarter of Section 14,
7 Township 138 North, Range 49 West, Cass County, North Dakota; and,

7 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
8 request on March 12, 2008; and,

8 WHEREAS, the rezoning changes were approved by the City Commission on April 7,
9 2008,

10 NOW, THEREFORE,

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

12 Section 1. The following described property:

13
14 The Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), less Right-of-
15 Way, of Section Fourteen (14), Township One Hundred Thirty-eight (138) North,
16 Range Forty-nine (49) West, less the right-of-way for U.S. Interstate Highway 29
17 owned by the North Dakota Department of Transportation, County of Cass and
18 State of North Dakota,

17 is hereby rezoned from "AG", Agricultural, District to "GC", General Commercial, District.

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

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

22 _____
23 Dennis R. Walaker, Mayor

(SEAL)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Attest:

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Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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AN ORDINANCE AMENDING SECTIONS 20-1002.D AND 20-1004.B OF
CHAPTER 20 OF THE FARGO MUNICIPAL CODE (LAND DEVELOPMENT CODE)
RELATING TO NON-CONFORMING USES AND NON-CONFORMING STRUCTURES

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in
accordance with Chapter 40-50.1 of the North Dakota Century Code; and

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Subsection D of Section 20-1002 of Article 20-10 of Chapter 20 (Land Development
Code) is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **§20-1002 Nonconforming Uses**

2 * * *

3 **D. Damage or Destruction**

4 If a structure devoted in whole or in part to a nonconforming use is damaged or destroyed
5 by any means, to the extent of more than 50 percent of its structural value prior to the
6 damage, that structure may not be restored unless the structure and the use thereof
7 thereafter complies with all regulations of the zoning district in which it is located. The
8 determination of reduced structural valuation shall be made by the City. If the damage or
9 destruction represents 50 percent or less of the structure's value prior to the damage,
10 repair and restoration is allowed, provided that a building permit must be obtained within
11 6 months of the damage and restoration must begin within 1 year of the date of damage.

- 12
- 13 1. Existing, off-premise advertising signs located along interstate highways that become
14 legal, nonconforming signs with the adoption of this Land Development Code may be
15 replaced or repaired even though damaged beyond 50 percent of their value, and such
16 signs may also be relocated, even if not damaged or destroyed, so long as they remain
17 on the same property; provided, that any such replacement sign shall be limited to a
18 sign of no greater size than the original.
 - 19 2. Existing off-premise advertising signs located within the DMU zoning district, but
20 outside of the downtown historic district, that become legal, nonconforming signs
21 with the adoption of this Land Development Code may be replaced or repaired even
22 though damaged beyond 50 percent of their value, and such signs may also be
23 relocated, even if not damaged or destroyed, so long as they remain on the same
property, provided that any such replacement sign shall be limited to a sign of no
greater size than the original.
 3. Notwithstanding the foregoing provisions of this section, if a structure devoted in
whole or in part to a nonconforming use that is residential in nature is damaged or
destroyed by any means, to the extent of more than 50 percent of its structural value
prior to the damage, that structure may be restored, repaired or rebuilt in its entirety if
all of the following conditions are met:
 - a. The building or structure will not occupy any portion of the lot that a was not
occupied by the destroyed structure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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1 b. The building or structure will not have a greater floor area than the destroyed
2 structure,

3 c. The building or structure will not exceed the height or number of stories contained
4 in the destroyed structure

5 d. The number of off-street parking spaces located on the property will not be
6 reduced from the number available before the damage; and,

7 e. The building permit for the repair or restoration must be obtained within 6 months
8 of the damage and restoration must begin within 1 year of the date of the damage.

8 Section 2. Amendment.

9 Subsection B of Section 20-1004 of Article 20-10 of Chapter 20 (Land Development
10 Code) of the Fargo Municipal Code is hereby amended to read as follows:

11 **§20-1004 Nonconforming Structures**

12 * * *

13 **B. Damage or Destruction**

14 In the event that any nonconforming structure is damaged or destroyed, by any means, to
15 the extent of more than 50 percent of its structural value prior to such destruction, such
16 structure may not be restored except in conformance with the regulations of the zoning
17 district in which it is located. When a structure is damaged to the extent of 50 percent or
18 less of its pre-destruction value, repairs or restoration may be made, provided that a
19 building permit is obtained within 6 months and restoration begins within one year after
20 the date of destruction. The determination of reduced structural valuation shall be made
21 by the Zoning Administrator.

22 1. Notwithstanding the foregoing paragraph, any existing structure that is devoted to
23 a legal nonconforming residential use may be repaired or rebuilt even though
 damaged beyond 50 percent of its value, provided that the structure may be
 repaired or rebuilt in its entirety so long as the new structure will not: occupy any
 portion of the lot that a was not occupied by the destroyed structure, have a
 greater floor area than the destroyed structure, exceed the height or number of
 stories contained in the destroyed structure, and diminish the number of off-street

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parking spaces located on the property from the number existing before the damage; and so long as a building permit is obtained within 6 months of the date the damage occurs and so long as restoration begins within 1 year of the date the damage occurs.

Section 3. Penalty.

Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$500.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

Dennis R. Walaker, Mayor

(Seal)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:
Publication:

(d)

COPY

IN THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA

Fred M. Hector, Jr., and Earlyne L. Hector,

Petitioners-Appellant,

Civil No. _____

vs.

NOTICE OF APPEAL FROM DECISION OF
LOCAL GOVERNING BODY PURSUANT
TO N.D.C.C. § 28-34-01

City of Fargo, a political subdivision of
the State of North Dakota,

Respondent-Appellee.

TO: The City of Fargo, North Dakota, a municipality and political subdivision of the State of North Dakota located in Cass County, North Dakota, also denominated "Respondent-Appellee":

PLEASE TAKE NOTICE that the above named Petitioner-Appellants Fred M. Hector, Jr., and Earlyne L. Hector [hereinafter "HECTORS"] do appeal to the District Court of Cass County, North Dakota, from the decision of the City Commission of the City of Fargo, Cass County, North Dakota, a "local governing body" as defined by law, dated March 24, 2008, which is set forth hereafter as published in the minutes of the meeting [Regular Meeting, March 24, 2008 Pages No. 80-81]:

Resolution Adopted Determining Protests Insufficient on Resolution Annexing Approximately 153 Acres in Section 12 of Stanley Township:

The Board received a communication from the Planning Department staff stating on January 30, 2008 the City Commission adopted a resolution to annex a portion of properties located in Section 12, Township 138 North, Range 49 West, Cass County, North Dakota. They said the properties in question are owned by the City, Fred Hector, Jr. and Gerald Johnson, et al. They said notice of the resolution/hearing was published in the newspaper and copies were sent to all owners of property in the annexation area. They said the purpose of the hearing is to determine if protests to the annexation have been filed and, in the absence of protests filed by the owners of no more than one-fourth of the territory proposed to be annexed as of the date of the adoption of the resolution, the territory described in the resolution becomes a part of the City. Staff stated the Garaas Law Firm, representing Fred

This is a copy of original filed with

APR 14 2008

Clerk of District Court
Cass County, ND

and Earlyne Hector, filed a protest petition on March 4, 2008 and submitted a copy of the protest petition. Staff recommended the protests on the proposed annexation be determined insufficient.

The Board received a communication from Jonathan Garaas, Attorney representing the Hectors, stating the Hectors' agricultural land will not receive any benefit being annexed to the City. He said in this specific case, Planning Director Jim Gilmour has advised the Planning Commission that no infrastructure is planned to be placed upon this ribbon of land and its only purpose is to connect the City's existing boundaries to properties of others to the south of Hector lands. In other words, he continued, to promote a leapfrog development at a time that the owners are merely attempting to shop their property for sale to unidentified and non-existent developers. He said this violates Policy Letter 205 of the Comprehensive Policy Plan of the City of Fargo and would violate the concepts set forth in the 2007 Growth Plan. He also summarized other cases that invalidated annexation and stated the terms "contiguous" and "adjacent" are used synonymously and interchangeably and, if the territory sought to be annexed is not contiguous to the municipality, the proceedings are without legal effect.

Mr. Garaas stated there should be a comprehensive plan and the City should not force the owners to come back and ask for de-annexation. He requested that the City reject the annexation.

Commissioner Williams stated just because the City is allowed to annex this land does not mean it should be annexed.

Gerald Johnson stated he wants to have his land annexed for future development.

Commissioner Wimmer stated the School District has plans for a high school and elementary school in this area. He said plans need to be made for the future and the City has been forced to go south.

At 6:05 p.m. the Board took a five-minute recess.

After recess: All Commissioners present. Mayor Walaker presiding.

There was discussion regarding the legality of the annexation.

City Attorney Johnson stated the City has been following the statutory process.

Commissioner Coates offered the following Resolution and moved its adoption:

WHEREAS, A Resolution of Annexation was published, as required by law, in the official newspaper for the City of Fargo on February 11 and 18, 2008, annexing approximately 153.38 acres of land located in parts of the east half of Section 12, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota; and

WHEREAS, The Board of City Commissioners finds that protests representing 5.9% of the protest area have been filed with the City Auditor's Office after publication of the Annexation Resolution adopted by the Board of City Commissioners on January 30, 2008.

NOW, THEREFORE, BE IT RESOLVED, That the protests be declared insufficient and that the tract of land described in said Resolution of Annexation be and the same is hereby annexed to, made part of and included within the corporate limits of the City of Fargo, Cass County, North Dakota, and that the City Auditor's Office be and is hereby directed to record said annexation plat in the Cass County Recorder's Office in Fargo, North

Dakota.

Second by Mahoney. On the vote being taken on the question of the adoption of the Resolution Commissioners Coates, Mahoney, Wimmer and Walaker voted aye.

Commissioner Williams voted nay.

The Resolution was adopted.

To further advise the District Court of the type of issues raised by this appeal from the decision(s) of the City Commission of the City of Fargo, Cass County, North Dakota, HECTORS advise the District Court that the following issues exist [not necessarily in the order of importance, but rather in order of chronological occurrence]:

1. Lack of contiguity:

A letter dated March 4, 2008, is hereby incorporated by reference, as later supplemented by letters dated March 13, 2008, March 20, 2008, and March 24, 2008.

2. Failure to honor mediation mandated by statute(s):

A letter dated March 4, 2008, is hereby incorporated by reference, as later supplemented by letters dated March 13, 2008, March 20, 2008, and March 24, 2008.

3. Improper "ribbon" annexation:

A letter dated March 4, 2008, is hereby incorporated by reference, as later supplemented by letters dated March 13, 2008, March 20, 2008, and March 24, 2008.

4. Improper leapfrog development:

A letter dated March 4, 2008, is hereby incorporated by reference, as later supplemented by letters dated March 13, 2008, March 20, 2008, and March 24, 2008.

5. Premature annexation:

As noted in the letter of March 13, 2008, the City of Fargo did not have the right to proceed with an annexation by resolution of the city [as is being done] until after the

termination of the landowner petition referenced in the Special Meeting Permanent Minutes, Page No. 18. Moreover, City Planner Gilmour testified that the landowners were merely wanting to “shop” their property to sell to a developer – the developer is unknown, the development proposal has not been made, and a landowner need not be annexed to sell land. Frey v. City of Jamestown, 548 N.W.2d 784 (N.D. 1996); Weeks v. Hetland, et al. (City of Fargo et al. Interveners), 202 N.W. 807 (N.D. 1925).

6. Improper standard for determining objection:

As noted in the letter dated March 13, 2008, City Planner James Gilmour asserts that quantity of territory alone gives rise to possible objection by property owners. If true, such concept violates the equal protection clause of the United States Constitution [14th Amendment], and/or its equivalent North Dakota State Constitution provision [Article I, § 21]. The annexation statutes of North Dakota should be read together so that landowner’s recognized value of property cannot be ignored in favor of geographical boundaries asserting “the bigger the better” or “the bigger wins”. The North Dakota Supreme Court – at the invitation of the City of Fargo in City of West Fargo v. City of Fargo, 251 N.W.2d 918, 920 (N.D. 1977) recognized the City of Fargo’s protest based upon more than “25 percent of the electors living in the 2,673-acre tract, or owners of more than 25 percent of the assessed valuation of the land located therein.” Use of such standard for protest, at the urging of Fargo, recognizes the utilization of the assessed value was, and is, appropriate. This specific case also recognized mandated mediation because of the 25% rule. Hectors’ invocation of the mediation process is statutorily appropriate – and the City of Fargo is judicially estopped

from asserting otherwise because of its prior position in similar litigation.

7. Annexation without any expectation to provide unneeded municipal services:

As noted in the letter dated March 13, 2008, City Planner Gilmour testified that the lands of the Hectors were not necessary for placement of any utilities or infrastructure; there was no contemplated plan that would provide for municipal services to the Hector lands. N.D.C.C. § 40-51.2-04 provides for exclusion of lands by petition of the owner when the land has not been platted and no municipal improvements have been made or constructed thereon or adjacent thereto, the governing body of the municipality may exclude such territory. When it is not even contemplated to be used for municipal purposes, it should not be originally included without the consent of the landowner so that the landowner does not have to incur the expense of later requesting such exclusion. Under the principles of Williams v. Town of Salina, 113 P.3d 482, 485 (Ok. 2005), “(f)or statutory contiguity to be met where a *narrow corridor* is used to gain access to discontinuous tracts of land, *the corridor itself must have a tangible municipal value or purpose at the time of annexation*. The contiguity requirement is not satisfied by means of a territorial appendage that connects several remote tracts of land to the annexing municipality, but has little relationship to a beneficial municipal purpose... We note that courts are generally loath to find one territory to be contiguous to another where the only link between the two is forged by a narrow corridor.”

8. Failure to follow concepts advanced by North Dakota’s Attorney General

in a formal opinion recognizing that ribbon annexations [by other terms] are invalid according to the majority of courts addressing the issue:

The letter dated March 20, 2008, and letter dated March 24, 2008, are hereby incorporated by reference.

9. Failure to provide benefit to Hectors:

The letter dated March 24, 2008, is hereby incorporated by reference.

HECTORS reserve the right to expand upon the concepts, principles, and objections noted herein, and further request the right to supplement the record following compliance with statutory filing obligations imposed upon the City of Fargo.

Dated this 14th day of April, 2008.

GARAAS LAW FIRM

Jonathan T. Garaas
Attorneys for Fred M. Hector and Earlyne L. Hector
DeMores Office Park
1314 23rd Street South
Fargo, North Dakota 58103-3796
Telephone: (701)293-7211
North Dakota Bar ID #03080

e

CITY OF FARGO
 YEAR TO DATE - BUDGET TO ACTUAL
 FOR THE MONTH OF MARCH 2008
 (PRELIMINARY DRAFT UNAUDITED)

	2008 BUDGET	2008 ACTUAL	VARIANCE
REVENUES:			
310 Taxes	\$ 13,954,488	\$ 14,707,094	\$ 752,606
320 Licenses & Permits	441,616	329,347	(112,269)
350 Fines & Traffic Tickets	849,240	831,178	(18,062)
330 Intergovernmental Revenue	1,832,764	2,393,225	560,461
340 Charges for Services	1,562,528	1,290,439	(272,089)
360 Interest	524,997	648,343	123,346
361/5 Miscellaneous Revenue	48,384	74,143	25,759
390 Other Financing Sources	2,005,039	1,592,550	(412,489)
TOTAL REVENUES:	\$ 21,219,056	\$ 21,866,319	\$ 647,263
0500 City Administrator	1,093,876	\$ 820,664	\$ 273,212
1000 Finance	1,738,237	1,546,508	191,729
2000 Planning & Development	1,371,992	1,248,569	123,423
3000 Public Works	2,572,552	2,288,630	283,922
4000 Fire Department	1,775,769	1,685,829	89,940
5000 Police	2,654,342	2,562,558	91,784
6000 Health	1,647,580	1,625,385	22,195
7000 Library	542,964	426,623	116,341
8001 Commission	152,405	134,412	17,993
8005 Civic Center	110,020	123,118	(13,098)
8540 Social Services	288,000	253,000	35,000
8541 Homeless Shelter		17,088	(17,088)
8550 Capital Outlay	616,382	410,350	206,032
8570 Contingency		(1,532)	1,532
9001 Transfers	269,748	71,626	198,122
TOTAL OF EXPENDITURES	\$ 14,833,867	\$ 13,212,828	\$ 1,621,039
EXCESS REV OVER (UNDER) EXPENDITURES	\$ 6,385,189	\$ 8,653,491	\$ 2,268,302



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2005)

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

11

Red River Human Services Foundation is hereby authorized to conduct games of
(Name of Organization)

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: The Hub the address of which is:

2525 9th Ave. SW, Fargo, ND 58103
(Street) (City) (Zip Code) Cass
(County)

Date(s) authorized: Beginning 7-1-08 Ending 6-30-09

Specific location of gaming within facility (required): Fan Club (north wall), Monkey Bar
(northwest wall), Cadillac Ranch (southwest wall).

Number of twenty-one tables (required)(if zero, enter "0"): Seven (7) and One (1) PW table

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal
Boards, Prize Boards, Punch Boards, Sports Pools, Calcutta, Pull Tab Dispensing Devices

Attorney General Date 04-21-2008 Signature of City/County Auditor Date
Steven Sprague, City Auditor
PRINT Name / Official Position

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



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2005)

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

Red River Human Services Foundation is hereby authorized to conduct games of
(Name of Organization)

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: The Northern the address of which is:
325 10th St. N., Fargo, ND 58102 Cass

(Street) (City) (Zip Code) (County)
Date(s) authorized: Beginning 7-1-08 Ending 6-30-09

Specific location of gaming within facility (required): North area of main level bar and
south area of basement bar.

Number of twenty-one tables (required)(if zero, enter "0"): Four (4) and One (1) PW table

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)
1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal
Boards, Prize Boards, Punch Boards, Sports Pools, Calcutta, Pull Tab Dispensing Devices

Attorney General Date Signature of City/County Auditor Date
04-21-2008
Steven Sprague, City Auditor
PRINT Name / Official Position

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Bismarck, ND 58505-0040
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2005)

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

12

Plains Art Museum _____ is hereby authorized to conduct games of
(Name of Organization)

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: King Pin Casino - Located In The Bowler _____ the address of which is:
2630 S. University Dr. _____ Fargo _____ 58103 _____ Cass _____
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning 7/1/2008 Ending 6/30/2009
Specific location of gaming within facility (required): south side of the upper deck (Strikers Lounge)

Number of twenty-one tables (required)(if zero, enter "0"): 6

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Pull Tab Dispensing Devices

_____ Attorney General	_____ Date	_____ Signature of City/County Auditor	<u>04-21-08</u> Date
		<u>Steven Sprague, City Auditor</u>	
		PRINT Name / Official Position	

INSTRUCTIONS:

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2005)

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

Plains Art Museum _____ is hereby authorized to conduct games of
(Name of Organization)

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: Blue Wolf Casino - Located In Prairie Rose Inn the address of which is:
1340 21st Av. S. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning 7/1/2008 Ending 6/30/2009
Specific location of gaming within facility (required): south west side of bar

Number of twenty-one tables (required)(if zero, enter "0"): 8

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Club Specials, Tip Baords, Seal Boards, Prize Boards, Sports Pools, Pull Tab Dispensing Devices

Attorney General Date Signature of City/County Auditor 04-21-08 Date
Steven Sprague, City Auditor
PRINT Name / Official Position

INSTRUCTIONS:

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600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2005)

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

Plains Art Museum is hereby authorized to conduct games of
(Name of Organization)

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: Big Top Bingo the address of which is:

901 25th St. S. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning 7/1/2008 Ending 6/30/2009

Specific location of gaming within facility (required): Entire Building

Number of twenty-one tables (required)(if zero, enter "0"): 0

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Pull Tab Dispensing Devices

Attorney General	Date	Signature of City/County Auditor	Date
		Steven Sprague, City Auditor	04-21-08
		PRINT Name / Official Position	

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APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 10-07

93
Ord 4-15-08
OK# 5855
25th

Name of Non-profit Organization <i>ORDER OF THE EASTERN STAR OF NORTH DAKOTA GRAND CHAPTER</i>		Date(s) of Activity <i>June 10, 2009 June 19, 2009</i>	
Person Responsible for the Gaming Operation <i>JANIS B. HOFFMANN</i>		Title <i>ASSOCIATE GRAND MASTER</i>	Business Phone Number <i>701.364.0335</i>
Business Address <i>1405 3RD ST NORTH</i>		City <i>FARGO</i>	State <i>ND</i>
Mailing Address (if different) <i>1902 DRETS DRIVE</i>		City <i>GRAND FORKS</i>	State <i>ND</i>
Name of Site Where Game(s) will be Conducted <i>RAMADA PLAZA SUITES, FARGO</i>		Site Address <i>1635 42ND ST SOUTH</i>	
City <i>FARGO</i>		State <i>ND</i>	Zip Code <i>58103</i>
City <i>FARGO</i>		State <i>ND</i>	County <i>CASS</i>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>RAFFLE</i>	<i>HAND CRAFTED QUILT</i>	<i>\$ 600.00</i>			<i>\$</i>
Total:					(Limit \$12,000 per year) <i>\$ 600.00</i>

Intended uses of gaming proceeds: *DISTRIBUTE 100% TO STAR POINT PROJECTS, RAINBOW DESTINY, SHRIMP & HAMMOCK, PEACE GARDEN, MINISTRY SCHOLARSHIPS, SCOTTISH RITE LANGUAGE CENTERS*

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

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.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$2,500 and total cash prizes for a raffle cannot exceed \$4,000 in one day.

The retail value of a merchandise prize cannot exceed \$2,500.

The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.

If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General.

Signature of Top Executive Official <i>JANIS B. HOFFMANN</i>	Date <i>4-14-08</i>	Title <i>ASSOCIATE GRAND MASTER</i>	Daytime Phone Number <i>701.792.9762</i>
-----------------------------------------------------------------	------------------------	----------------------------------------	---------------------------------------------



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

A handwritten signature in black ink, appearing to be "Nate Baily", enclosed in a simple oval scribble.

DATE: April 21, 2008
TO: City Commission
FROM: Nate Baily, Community Development Planner
RE: Request for Proposals – Sale of 1012 9th Street North

The attached Request for Proposals is intended to facilitate the disposition of property located at 1012 9th Street North. The proposals will be evaluated by a review committee and brought to the City Commission for final approval.

The property was originally purchased in 2001 using CDBG funds with the intent to develop for owner occupancy. Due to the high cost of connecting to City water and sewer, the property has remained vacant. It is hoped that through the RFP process, a use will be proposed that is compatible with the surrounding neighborhood.

Recommended Action: Authorize staff to proceed with the attached Request for Proposals for the disposition of a property at 1012 9th Street North.



**REQUEST FOR PROPOSALS
SALE OF VACANT LAND**

1012 9th St. N, Fargo
Published April 22, 2008

The City of Fargo is selling a vacant lot at 1012 9th Street North for redevelopment. The lot currently has no access to public water and sewer, and is being sold as-is. The lot is assessed at \$8,000. Property disposition will occur via a request for proposals process. Proposals are due May 5th, 2008, with final approval of the sale to be made by the City Commission on or about May 19th, 2008.

DESCRIPTION OF SUBJECT PROPERTY

- Address: 1012 9th Street North
- Cost: The City will not consider less than \$8,000 (assessed value)
- Special Assessments: None
- Legal Description: Lot N 136 Ft of K, Block 13, Chapins Addition
- Lot size: 8,438 sq ft
- Dimensions: approximately 63' x 135'
- Zoning: SR-4 Required minimum setbacks are 15 ft on the front (north), 4 ft on the east and west side-yards, and 15 ft on the rear (south). Maximum lot coverage is 3,797 sq ft (45%). Maximum density is 2 units.
- Utilities: If the proposed use will require water and sewer services, purchaser will need to install new water and sewer service to tie into main water line running along 9th St and Kennedy Court N.

PARAMETERS OF SALE

The following **information** must be provided in the proposal. All information should be submitted in a format that is concise, clear and responsive to the questions asked in the RFP.

- Name and Mailing Address of purchaser
- Legal status (ex. for-profit corporation, individual, non-profit, etc)
- Intended use of the property
- Relevant Experience
- Capacity to complete the proposed project
- Bid amount

EVALUATION OF PROPOSALS

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

- Project's consistency with character of the neighborhood
- Impact on the neighborhood
- Proposer's ability to complete the project
- Proposer's experience with related projects
- Bid amount

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

Signature (for) *Printed Name* *Date*

DATE: April 17, 2008
TO: City Commission
FROM: Dan Mahli, Senior Planner, Community Development
RE: NRI High School Build proposal for property at 316 11 St N



The City owns a vacant lot at 316 11 St N which was purchased with Neighborhood Revitalization Initiative (NRI) funds in January of 2002.

The proposal is to partner with Fargo Public Schools' construction technology classes from North High and South High to build a new home on the site. The Fargo Public Schools will utilize students for the project. The foundation work and skilled trades will be contracted for by Fargo Public Schools. The school will be responsible for delivering a finished product to city for sale by summer 2009. The City is responsible for insuring that utilities are available to service the site. Once the house is complete, the City will list and sell the property. The sale proceeds will be returned to the City's NRI fund.

To date, the City of Fargo and Fargo Public Schools have successfully built and sold three affordable homes under this NRI partnership.

Recommended Action: Authorize staff to proceed with the proposed NRI High School Build project at 316 11th Street North.



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

DATE: April 17, 2008
TO: City Commission
FROM: Dan Mahli, Senior Planner, Community Development
RE: Request forgiveness of Fargo Housing Rehab assistance due to hardship, 1545 13½ Street South

A handwritten signature in black ink, appearing to be the initials "DM" inside a circle.

The City has established the Fargo Housing Rehab program to assist low and moderate income households address code related health and safety issues in older homes. The assistance from the Housing Rehab program is in the form of a zero-interest deferred payment loan. If the homeowner resides in the home for a period of 10 years or more, the loan is forgiven.

The Housing Rehab Program policy states if the homeowner needs to sell the property due to a hardship before the 10 year repayment period has expired, the City will consider full or partial forgiveness of the loan. If the homeowner demonstrates a hardship and a need to sell the home, City staff will review the request for forgiveness and make a recommendation to the City Commission for final determination.

After reviewing the hardship waiver request for 1545 13½ Street South, I am recommending forgiveness of the loan. The recent and unexpected death of the owner makes the sale of the home unavoidable.

Recommended Action. Forgive the Housing Rehab program assistance of \$10,000 at 1545 13½ Street South due to a demonstrated hardship.





MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Cass County Electric Franchise Agreement
DATE: April 9, 2008

Pursuant to a limited franchise agreement between the City of Fargo and Cass Country Electric entered into in July 1995, Cass County Electric is required to provide written notice of the intention to service areas annexed into the City of Fargo. Attached is the required notice referring to the annexation of March 24, 2008.

Please receive and file the amendment to the limited franchise agreement adding the area annexed by the City of Fargo on March 24, 2008.

Recommended Motion:

Receive and file the amendment to the limited franchise agreement between the City of Fargo and Cass County Electric adding the area annexed by the City of Fargo on March 24, 2008.



Cass County Electric Cooperative

Your Touchstone Energy® Partner 

April 7, 2008

Mr. Steven Sprague
City Auditor
City of Fargo
200 3rd St. N
Fargo, ND 58102

<CERTIFIED MAIL>

Dear Mr. Sprague,

This letter is reference to a limited franchise that the City of Fargo granted to Cass County Electric Cooperative, Inc. in July, 1995.

In paragraph six (6), the agreement makes reference to a written notice required to add designated areas (annexed property being served by the Cooperative) to this agreement.

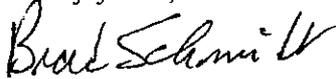
Please note the designated area identified below, which is hereby identified as additional annexed area in which Cass County Electric Cooperative, Inc. will provide service to existing and new customers:

Annexation of parts of the East Half (E ½) of Section 12, Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West, of the 5th Principal Meridian, Cass County, ND, to the City of Fargo, North Dakota.

The total acreage of the annexed parcel totals 153.38 acres, more or less.

This area is designated on Fargo's Engineering Department annexation map as Number A-150. This area was annexed into the City of Fargo on March 24, 2008, which was then recorded in the Cass County Register of Deeds office on April 2, 2008 at 11:46 o'clock AM in book W-1 of Plats, page 112, Document No. 1230144.

Sincerely yours,



Bradley J. Schmidt, PE
Sr. VP Trans. & Distr. Services

Cc: Mr. Eric Johnson, Attorney for City of Fargo – Certified Mail
Mark Nisbet, Xcel Energy – Certified Mail
Mr. William Schlossman, Attorney for Cass County Electric Cooperative, Inc.

Exhibit 1

Annexed Areas Served by Cass County Electric Cooperative, Inc.

(See City of Fargo Engineer's "Fargo Annexation Map" for reference)

Annexation Number	City Engineering Department Document No.	Date Annexed	Acres	Common Name	Notes
83	A-76	07/23/74	196.80	Clapp 1st Addition	
91	A-79	04/15/76	2,043.00	West Acres area, etc.	that portion south of 13th Ave South, plus the Holiday Inn property.
92	A-84	05/18/76	160.00	Blue Cross area, Wells Fargo Add'n	
96	A-89	07/18/77	320.00	South of Industrial Park	
101	A-94	08/21/78	338.00	Ruby Dell Schnell, South Pointe, etc.	
102	A-95	10/23/78	168.00	Fargo Land Fill Site	
104	A-97	05/21/79	5.00	Community Baptist Church area	
106	A-99	07/07/80	640.00	Section 33, Reed twp.	
107	A-100	08/01/84	2.53	Old Starr Fireworks area	
108	A-101	08/27/84	13.40	Park's 1st area	
109	A-102	06/15/85	16.74	First Assembly area	
110	A-103	06/17/85	17.03	Rosewood Park area	
111	A-104	02/24/86	66.00	Dakota Park, Hunter's Prairie area	
112	A-105	06/30/86	360.39	Southwood Park area	
113	A-106	11/03/86	24.80	Riverwood Second Add'n	that portion south of 32nd Ave South plus the Case IH property
114	A-107	06/01/87	418.00	Burrill's, Maters, Saundser's, Riverview, etc.	Cablecom & lite accounts
117	A-110	12/21/87	84.88	Mills Fleet Farm area	also River Villi, Greenfields, etc.
118	A-111	07/25/88	0.61	South of River Villi	
119	A-112	02/27/89	200.66	Rose Creek, Centennial School area	
120	A-113	08/14/89	60.59	Stonebridge area	
121	A-114	07/31/89	15.10	Riverwood 3rd Add'n area	
122	A-115	04/23/90	198.00	Rose Creek area, south	
123	A-116	08/13/90	160.00	Petro Truck Stop area	
124	A-117	06/17/91	57.54	Stonebridge area	
125	A-118	07/13/92	137.94	Discovery School, Prairie Crossing area	
126	A-119	07/27/92	73.28	Meadow Creek area	
127	A-120	09/02/92	64.40	Rose Creek area, south & east	
128	A-121	03/15/93	21.51	Stonebridge area	
129	A-122	08/01/94	34.60	Riverwood 4th Add'n area	
130	A-123	02/13/95	37.27	Prairie Rose 1st Add'n (Eidco)	
131	A-124	04/24/95	320.00	Barnes/Wildlife Park area	
132	A-125	05/08/95	26.38	Waterford Park area	
133	A-126	05/24/95	184.73	Timberline and Fox Run areas	
134	A-127	07/05/95	575.76	Flying J, CCEC, Brad Ragan, Peterbilt area	
135	A-128	01/29/96	76.00	South Greenfields	Surveyor's legal description sets area at 74.84 acres
136	A-129	06/30/97	249.00	Great Plains Software area	City Engineering annexation list sets area at 251.0 acres
137	A-130	10/19/1998	2,207.75	NDSU property & adjacent areas	certain portions of Sections 22, 23, 27 & 34, Twp. 140N R49W
138	A-131	2/22/1999	85.92	RLN Business Park 1st Addition	those portions of the annexed area lying north of Cass County #20
139	A-132	10/4/1999	479.39	North of Hector International Airport	parts of Sec 21, 27, 34, 35, 26 Barnes Twp, part of Sec 2 Stanley Twp
140	A-133	11/29/1999	427.55	South and West of Greenfields area	All of Sec. 28 & 33; SW 1/4 of 21; E 1/2 of 32 & NW 1/4 of 32 which lies east of the Sheyenne River; all in T138N-R49W.
141	A-134	1/22/2001	1,320.72	Along 45th St and along 52 Ave, Johnson Farm	Annexation plat sets area at 2,359.2 acres which was later changed by court order on 10/10/02
142	A-135	9/30/2002	1,813.42	Southwest Fargo annexation	Part of NW 1/4 of 35-139-49
143	A-136	10/26/2002	6.04	Lean farmstead	W 1/2 Sec 11, E 1/2 Sec 10, E 97.29 ac NW 1/4 Sec 14, part of (217.56 ac) N 1/2 Sec 2, T140N-R49W
144	A-137	4/15/2004	1,079.58	North Fargo annexation	NW 1/4 of Section 10, Township 140N, Range 49W
145	A-138	7/15/2004	160.00	North Fargo annexation	SW 1/4 Sec 21; All Sec 28 & 33; N 1/2 Sec 32 less portion W of Sheyenne River; SE 1/4 Sec 32; T139 N, R49W
146	A-139	7/15/2004	1,875.18	SW Fargo re-annexation	Part of SE 1/4 Sec 2 T138N R49W Cass County
147	A-140	5/19/2005	48.13	Part of SE 1/4 of Sec 2, map 106	Parts of Sec 4, 9, 16, 21, 27, 28, all in T138NR49W
148	A-141	1/16/2006	127.38	Maple Valley Addition Annexation	W 1/2 of NW 1/4 Sec 3 & 10 rods N-S across south side of E 1/2 of NW 1/4 Sec 3, all in T138NR49W
149	A-142	9/29/2006	795.40	Parts of Sec 4, 9, 16, 21, 27, 28, all in T138N R49W	3 tracts of land totalling 131.7 ac, all in T138N R48W, Sec 3 (124.84 ac) & 34 (6.86 ac)
150	A-143	9/11/2006	83.00	Part of Sec 3 T138N R 49W in SW Fargo	3 lots & portion of a 4th lot, all in S 1/2 of Sec 2, T138N R49W; totaling 36.39 ac
151	A-144	10/9/2006	131.70	Parts of Sec 34 & 3, T138N R49W in SW Fargo	Portion of Auditors Lot 1, SE 1/4 Sec 28, T138NR49W
152	A-145	10/23/2006	36.39	Auditors Lot 3, 4, 5 & portions of Auditors Lot 6	All of SE 1/4 of Sec 4 that lies north of the BNSF railroad track r/w
153	A-146	6/4/2007	4.10	Portion of Auditors Lot 1, SE 1/4 Sec 28, T138NR49W	Portions (strip) of land in Sec's 28, 33, T138NR49W, and portions of Sec 4, T137NR49W
154	A-147	6/4/2007	74.23	Portion of SE 1/4 Sec 4, T138NR49W	Includes entire quarter quarter section less highway and RR rights of way
155	A-148	10/22/2007	102.16	Portions of Sec 28, 33, T138NR49W & Sec 4 T137NR49W	Parts of the E 1/2 Sec 12, T138NR49W
156	A-149	3/12/2007	36.19	NW 1/4 of SW 1/4 Sec 10, T140N R49W	
157	A-150	3/24/2008	153.38	Parts of the E 1/2 Sec 12, T138NR49W	



April 3, 2008

Board of City Commissioners
City Hall
200 North Third Street
Fargo, ND 58103

Dear Commissioners,

The Fire Department receives overtime reimbursements from the F-M Haz Mat Team periodically for haz mat training hours. These funds are obtained through a grant to the F-M Haz Mat Team administered by the Moorhead Fire Department. We are requesting a budget increase to our overtime account (101-4010-412-11-01) in the amount of \$3,839.25, as well as an increase to our revenue account (101-0000-342-31-00) for \$3,839.25. These funds are for the period of January 1, - March 31, 2008.

Suggested Motion:

Approve the following budget adjustments:

101-4010-412-11-01	\$3,839.25
101-0000-342-31-00	3,839.25

Sincerely,

Bruce Hoover
Fire Chief

Cc: Sheree Calkins



M

ASSESSMENT DEPARTMENT

April 8, 2008

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements as submitted Corwyn & Debra Mulvaney. A description of the property involved, type of improvements to be made and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2008, 2009, 2010, 2011, 2012. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$800 with the City of Fargo's share being \$105.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

tla

attachment

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

Property Identification

1. Name of Property Owner Corwyn M. Debra Mulvane y Phone No (701) 233-7567

2. Address of Property 1141 7th St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, Lot South 38.25 ft 8; Block 1

4. Parcel Number 01-0440-00070-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1141 7th St N

City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). see attached sheet

7. Building Permit No. # 71602 8. Year Built 1922

9. Date of Commencement of making the improvement Sept 2007 - Jan 2008

10. Estimated market value of property before improvement \$ 98,200

11. Cost of making the improvement (all labor, material and overhead) \$ 38,915

12. Estimated market value of property after improvement \$ 115,700

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Corwyn M. Mulvane y Date 4-2-08

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS

Assessor's Signature Ben Sushka Date _____

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

Home Improvements:

1. New windows on the first and second floor
2. New roof
3. New gutters
4. Painted the exterior of the house
5. Updated the electrical box
6. Remodeled bathroom: replaced floor, new tub/handicap bars
7. Sheetrocked the ceilings in 2 upstairs bedrooms and hallway
8. Patched water damage to dining room wall
9. Repaired small shaker deck off second floor bedroom



(N)

Office of the Chief of Police

April 17, 2008

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

RE: Appointment of NDSU Police Officers in Accordance with
Municipal Ordinance #5-0104

Dear Commissioners:

At the request of Mr. Ray Boyer, Director of NDSU Police & Safety Office, and in accordance with the Fargo Municipal Ordinance #5-0104, I am submitting the names of three individuals for appointment as "special police officers" for NDSU; they are:

Ryan Huber
Jesse Nicholas
Joshua Brottlund

Recommendation:

Approve the appointment of the three named individuals as special police officers for NDSU.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Ternes". The signature is stylized and includes a large, sweeping flourish at the end.

Keith A. Ternes
Chief of Police



Office of the Chief of Police

COPY 

April 17, 2008

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

RE: Resolution to Authorize Deer Management Program for 2008-2009

Dear Commissioners:

Please find attached for your review and consideration, a resolution which authorizes and provides the parameters for the harvesting of deer under the city's Deer Management Program for 2008-2009. With the exception of adding a small area of private property, which is owned by Mr. Archie Meier on the city's south-side and may be used by hunters to harvest deer with Mr. Meier's approval, the attached resolution is identical to the one approved by the city commission last year. The number of permits to be issued will remain at 45, with 30 permits available for the designated hunting areas on the north side of the city, and 15 available for the designated areas on the south side.

Also attached is a brief overview of the deer harvest results for the 2007-2008 season. Although the number of deer harvested under the city's Deer Management Program the previous two years has been minimal, it does appear the program is meeting the city's needs. For example, the number of citizen complaints received by the police department concerning deer encroachments onto private property has dropped considerably. The residents living adjacent to the river corridor seem pleased with the city's efforts to control the urban deer population.

The North Dakota Game and Fish Department works closely with members of my staff to ensure the city's Deer Management Program continues to mitigate the deer problems occurring within the city of Fargo, and it is their recommendation that the program continue.

Recommended Motion:

Approve the attached Resolution which authorizes and describes the parameters for the 2008-2009 City of Fargo Deer Management Program.

Please contact me if you have any questions regarding this issue.

Sincerely,


Keith A. Ternes
Chief of Police

RESOLUTION

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

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

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

WHEREAS, Article 3(G) grants the City power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule, has adopted and approved an ordinance to establish a city deer management program, including such rules and regulations as are necessary to carry out the program; and

WHEREAS, the Board of City Commissioners desires to designate a season for the City's Deer Management Program for 2008-2009, to designate areas for inclusion within the 2008-2009 season, and to decide the number of deer which may be taken by each permit holder for the 2008-2009 season.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners hereby designates two concurrent seasons for the City Deer Management Program for 2008-2009, to run from noon August 29, 2008 through ½ hour after sunset January 31, 2009,

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby authorizes issuance of a total of ninety (90) permits for the 2008-2009 season, with each successful participant authorized to take two antlerless deer. In the event that all ninety (90) permits have not been issued by the North Dakota Game and Fish Department for Fargo's 2008-2009 season as of November 1, 2008, remaining permits shall be made available to qualified and successful applicants of the Fargo Deer Management Program on a first come, first serve basis.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby designates the following areas within the city limits of Fargo to be included within the 2008-2009 City Deer Management Program and hereby also approves the associated number of permits for the designated areas:

1. Region One Permits to be issued: 30

The area along the Red River corridor between 19th Avenue N and 35th Avenue N, including:

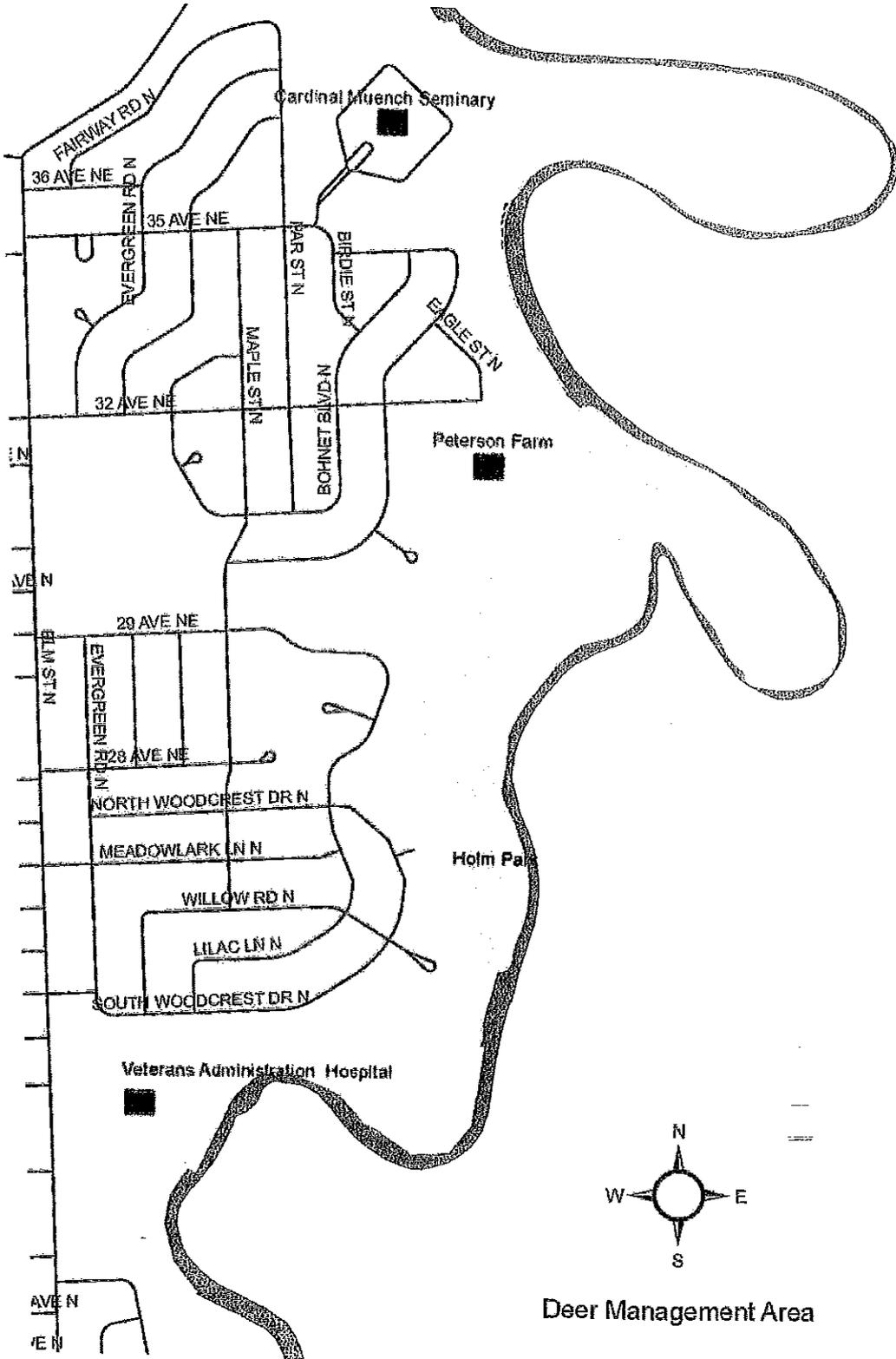
- A. Property owned by the City of Fargo;
- B. Property owned by the Fargo Park District from points east of the VA Hospital to the river, and extending north to 35th Avenue N, subject to the owner's consent to have such property included within the City Deer Management Program;
- C. Undeveloped property owned by Cardinal Muench Seminary, subject to the owner's consent to have such property included within the City Deer Management Program; and
- D. Undeveloped property owned by Dale Peterson extending east of Lilac Lane and Peterson Parkway, and from points north of Holm Park to 32nd Avenue N, subject to the owner's consent to have such property included within the City Deer Management Program.

2. Region Two Permits to be issued: 15

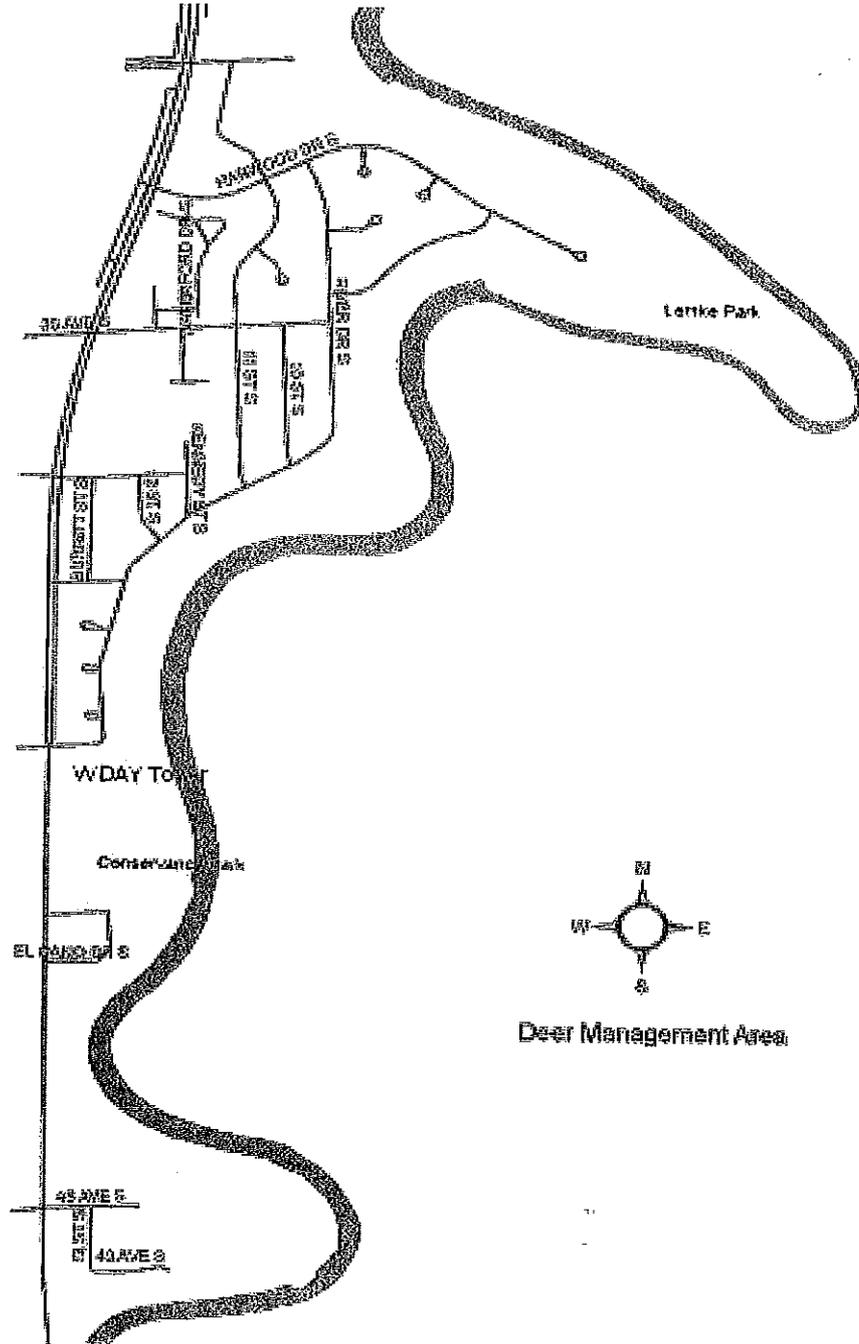
The area along the Red River corridor between 21st Avenue S to 49th Avenue S, including:

- A. Property owned by the City of Fargo;
- B. Property owned by the Fargo Park District, subject to the owner's consent to have such property included within the City Deer Management Program, more specifically identified as:
 - 1. Lemke Park
 - 2. Conservancy Park
- C. An area owned by the City of Fargo/Fargo Park District located south and east from the intersection of 12th Street S and 49th Avenue S, extending to points south and east of 49th Avenue, subject to the Park District's consent to have such property included within the City Deer Management Program.
- D. Undeveloped property owned by Archie Meier, which is adjacent to the area listed above in item "C", subject to the owner's consent to have such property included within the City Deer Management Program.
- E. Undeveloped property adjacent to Riverside Cemetery, 2102 5th Street S, subject to the owner's consent to have such property included within the City Deer Management Program.
- F. Property owned by WDAY-TV surrounding its transmission tower located in the 4000 block of South University Drive, subject to the owner's consent to have such property included within the City Deer Management Program.

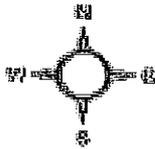
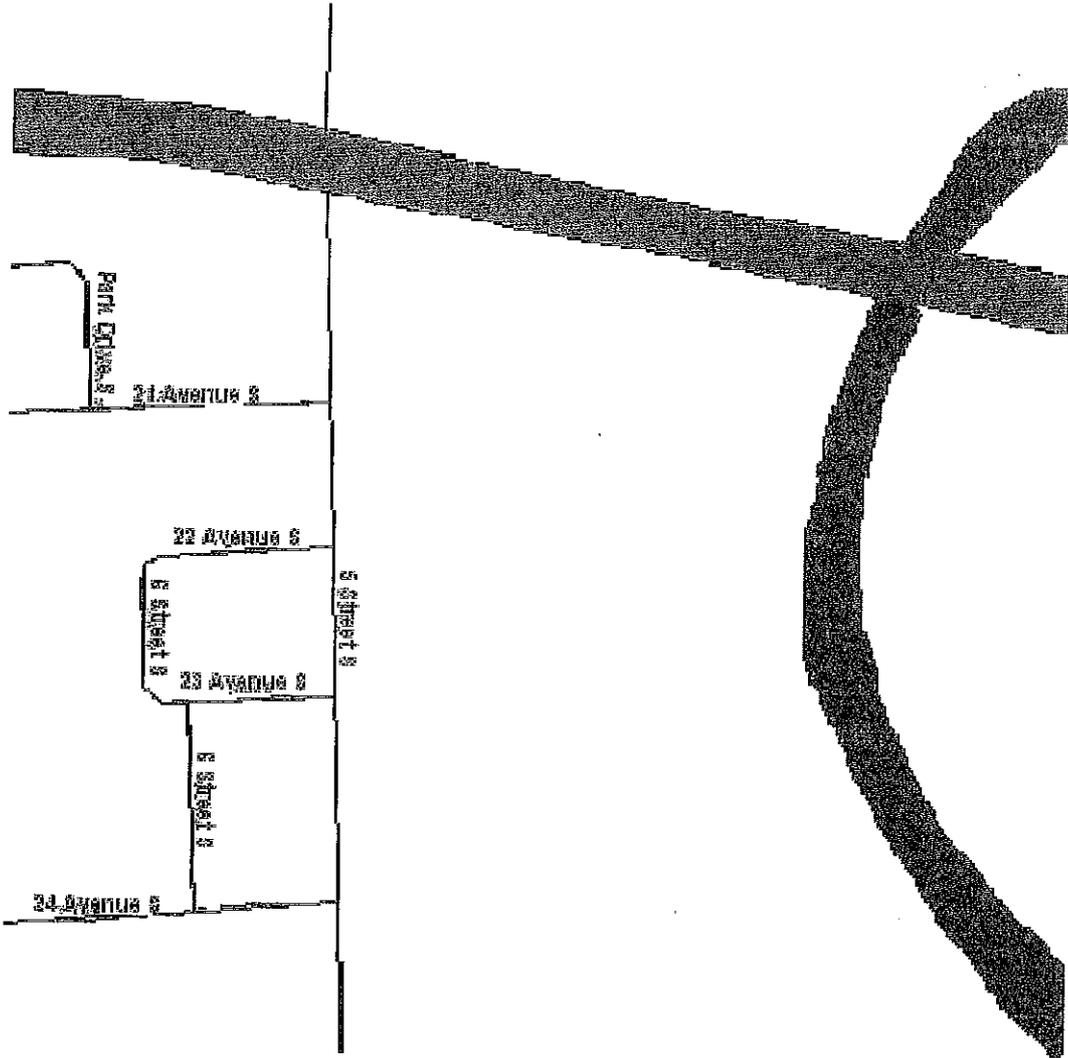
Deer Management Program Region #1 North Fargo



Deer Management Program Region #2 South Fargo



Deer Management Program Region #2 - Riverside Cemetery South Fargo



Deer Management Area

City of Fargo Deer Management Program
2007-2008 Season Report/Assessment
Prepared by Lt. Gene Anderson

The 2007–2008 Deer Management Program dates were from September 1, 2007, to January 31, 2008. Forty-three participants successfully completed training for this season. Of the 43 eligible participants, 39 returned surveys at the end of the season. The following information was compiled from the surveys.

Number of hunters:

Successful - 8
Unsuccessful - 31
Total - 39

Number of deer observed by hunters in the deer management program during this season:

Bucks - 61
Does - 347
Fawns - 269
Total - 677

Number of shots taken: **27**

Number of deer hit but not recovered: **1**

Number of deer harvested:

Bucks - 0
Does - 13
Fawns - 1
Total - 14

Location deer were taken from:

Lions Conservancy Park - 1
Lemke Park - 3
Holm Park - 6
Cardinal Meunch Seminary - 2
Mohn Park - 2
Total - 14

Aerial Surveys

Results of the 2007 aerial survey of the Red River corridor conducted by the ND Game and Fish Department indicated a total of **104** deer between 40th Ave. N. and 52nd Ave. S.

Results of the 2008 survey indicate a total of **142** deer between 40th Ave. N. and 52nd Ave. S, an increase of approximately 38 deer. It should be noted that these aerial surveys include both the Minnesota and North Dakota sides of the river. Deer movement, snow cover, and natural cover also affect the accuracy of an aerial survey. The total number of deer counted during the surveys should be considered approximates and not an exact count of deer within the survey area.

Assessment

It appears the 2007–2008 season of the Deer Management Program was a moderate success. This assessment is based on deer harvest, aerial survey comparisons and public response. The first deer harvest during the 2006-2007 season was low (15) and had an arguably moderate effect on the total deer population. The deer harvest during the 2007-2008 was also low (14). Aerial survey comparisons indicate the deer harvest has had minimal impact on the total deer population in or near the city limits of Fargo.

However, a certain amount of success with the Deer Management Program is evident by the reduction in the number of complaints received by citizens relative to deer encroaching upon or damaging property within the city. In addition, during the 2007–2008 deer harvest season, the police department did not receive a single complaint stemming from the Deer Management Program. The Fargo Park District did receive one complaint regarding a deer that died in an open area in a park. The hunter acted appropriately and recovered the animal in the most discrete manner possible. There were contacts between deer hunters and citizens but no conflicts resulted from these contacts. The emphasis that has been put on the training, safety, and ethics of those participating in the Deer Management Program appears to have had the desired effects.

Conclusion

If the citizens of Fargo and the Board of Commissioners wish to continue efforts to manage the deer population in Fargo, continuing the Deer Management Program remains our most reasonable alternative. I recommend the program continue as it has the previous two years.

P1-4

IMAGE
Group
Architecture
& Interiors

April 4, 2008



Pat Zavoral
City of Fargo
200 3rd Street North
Fargo, ND 58102

Richard
Moorhead
AIA, NCARB

RE: Fargo Public Library
Main Library
Fargo, ND Image 0505.04

Carter
Sharff
RA, NCARB

Fargo Public Library
Dr. James Carlson Library and Clapp Park Senior Center
Fargo, ND Image 0505.03

Dear Mr. Zavoral;

Marcia
Pulczynski
AIA, NCARB,
LEED AP

Enclosed for your review and file please find the following documents:

403 Center
Avenue
Suite 300
Moorhead
Minnesota
56560

1. Three (3) copies of Main Library Change Order G-5 in the amount of \$868.00 for deleting flagpoles and revision of exterior storm sewer location.
2. Three (3) copies of Main Library Change Order M-3 in the amount of \$4,918.70 for revision of interior storm sewer routing.
3. Three (3) copies of James Carlson Library Change Order G-5 in the amount of \$8,548.00 for miscellaneous close-out items discussed at Friday's Library Building Committee Meeting.
4. Three (3) copies of Clapp Park Senior Center Change Order G-6 in the amount of \$5,156.00 for deadbolts at Doors S14 and S15; miscellaneous drywall; foyer bench; exterior signage; and interior plaque. A copy of Change Order G-6 will be forwarded to Brian Arett for separate approval by the Park District.

Telephone
218.233.2062

In addition, I am including cover sheets for previously submitted Main Library Change Orders G-4 and M-2. Please let me know if I need to obtain replacement signature sheets for these previously submitted Change Order documents.

Facsimile
218.233.2575

Sincerely,

IMAGE GROUP, INC.

Richard A. Moorhead, NCARB, AIA

IG: jrg

Enc.

CC: Arett



AIA® Document G701™ - 2001

Change Order

PROJECT: (Name and address)
Fargo Public Library
Main Library
Fargo, North Dakota

CHANGE ORDER NUMBER: G-5
DATE: April 2, 2008
ARCHITECT'S PROJECT NUMBER: 0505.04

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

TO CONTRACTOR: (Name and address)
Meinecke-Johnson Company
5 North Fourteenth Street
P.O. Box 2643
Fargo, ND 58108-2643

CONTRACT DATE: July 20, 2007
CONTRACT FOR: General Construction

The Contract is changed as follows:

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

1. Delete Flagpoles.	DEDUCT (\$4,300.00)
2. Revise location of exterior storm sewer connection.	ADD \$5,168.00
	TOTAL ADD \$868.00

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was \$ 5,850,700.00
 The net change by previously authorized Change Orders \$ 138,770.00
 The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was \$ 5,989,470.00
 The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased) (unchanged)~~
 by this Change Order in the amount of \$ 868.00
 The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be \$ 5,990,338.00
 The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by zero (0) days
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged

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

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

Meyer, Scherer & Rockcastle
ARCHITECT (Firm name)
710 South 2nd Street, 7th
Minneapolis, MN 55401
ADDRESS

Meinecke-Johnson Company
CONTRACTOR (Firm name)
5 North Fourteenth Street
Fargo, ND 58108-2643
ADDRESS

City of Fargo
OWNER (Firm name)
200 North Third Street
Fargo, ND 58102
ADDRESS

BY (Signature)
Jeffrey Mandyck
(Typed name)

BY (Signature)
D. A. Olson
(Typed name)

BY (Signature)
D. A. Olson
(Typed name)

DATE 04/03/08

DATE

DATE April 3, 2008

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA® Document G701™ - 2001

Change Order

PROJECT: (Name and address) Fargo Public Library Main Library Fargo, North Dakota	CHANGE ORDER NUMBER: M-3	<input type="checkbox"/> OWNER
	DATE: April 2, 2008	<input type="checkbox"/> ARCHITECT
	ARCHITECT'S PROJECT NUMBER: 0505.04	<input type="checkbox"/> CONTRACTOR
TO CONTRACTOR: (Name and address) Robert Gibb & Sons, Inc. 205 40th Street SW Fargo, ND 58103	CONTRACT DATE: July 20, 2007	<input type="checkbox"/> FIELD
	CONTRACT FOR: Mechanical Construction	<input type="checkbox"/> OTHER

The Contract is changed as follows:

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

- 1. Revise interior storm sewer routing. ADD \$4,918.70

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,468,300.00
The net change by previously authorized Change Orders	\$ 2,474.50
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,470,774.50
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 4,918.70
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 1,475,693.20
The Contract Time will be (increased) (decreased) (unchanged) by zero (0) days	
The date of Substantial Completion as of the date of this Change Order therefore is unchanged	

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

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

<u>Meyer, Scherer & Rockcastle</u>	<u>Robert Gibb & Sons, Inc.</u>	<u>City of Fargo</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
710 South 2nd Street, 7th	205 40th Street SW	200 North Third Street
Minneapolis, MN 55401	Fargo, ND 58103	Fargo, ND 58102
ADDRESS	ADDRESS	ADDRESS

BY (Signature)

(Typed name) Jeffrey Mondyck

DATE 04APR08

BY (Signature)

(Typed name) Ted Malaterre

DATE 4-3-08

BY (Signature) _____

(Typed name) _____

DATE _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA® Document G701™ - 2001

Change Order

PROJECT: (Name and address) Fargo Public Library Dr. James Carlson Library /Clapp Park Senior Center Fargo, North Dakota	CHANGE ORDER NUMBER: G-5	<input type="checkbox"/> OWNER
TO CONTRACTOR: (Name and address) Meinecke-Johnson Company 5 North Fourteenth Street Fargo, ND 58108-2643	DATE: April 3, 2008	<input type="checkbox"/> ARCHITECT
	ARCHITECT'S PROJECT NUMBER: 0505.03	<input type="checkbox"/> CONTRACTOR
	CONTRACT DATE: September 27, 2006	<input type="checkbox"/> FIELD
	CONTRACT FOR: General Construction	<input type="checkbox"/> OTHER

The Contract is changed as follows:

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

1. Add building address signage.	ADD	\$45.00
2. Children's end-panel plaques.	ADD	\$1,952.00
3. Additional sidewalk paving.	ADD	\$3,385.00
4. Lite kit at Door L27A.	ADD	\$351.00
5. Drive-up book drop sign.	ADD	\$501.00
6. Miscellaneous drywall additions.	ADD	\$523.00
7. Exterior signage and plaque revision.	ADD	\$1,791.00
The original (Contract Sum) (Guaranteed Maximum Price) was		\$ 2,613,000.00

The net change by previously authorized Change Orders \$ 75,631.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 2,688,631.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of \$ 8,548.00

The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$ 2,697,179.00

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days

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

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

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

Image Group, Inc.
ARCHITECT (Firm name)
403 Center Avenue, #300
Moorhead, MN 56560
ADDRESS

Meinecke-Johnson Company
CONTRACTOR (Firm name)
5 North Fourteenth Street
Fargo, ND 58108-2643
ADDRESS

City of Fargo
OWNER (Firm name)
200 North Third Street
Fargo, ND 58102
ADDRESS

Richard Moorhead
BY (Signature)

BY (Signature)

D. A. Olson
BY (Signature)

RICHARD MOORHEAD
(Typed name)

(Typed name)

D. A. Olson
(Typed name)

4-3-08

DATE

DATE

April 3, 2008

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address) Fargo Public Library Dr. James Carlson Library /Clapp Park Senior Center Fargo, North Dakota	CHANGE ORDER NUMBER: G-6	OWNER <input type="checkbox"/>
TO CONTRACTOR: (Name and address) Meinecke-Johnson Company 5 North Fourteenth Street Fargo, ND 58108-2643	DATE: April 3, 2008	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER: 0505.03	CONTRACTOR <input type="checkbox"/>
	CONTRACT DATE: September 27, 2006	FIELD <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER <input type="checkbox"/>

The Contract is changed as follows:

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

1. Add deadbolts at Door S14 and S15.	ADD	\$467.00
2. Miscellaneous drywall items.	ADD	\$645.00
3. Add bench at Foyer L01.	ADD	\$1,741.00
4. Exterior signage and interior plaque.	ADD	\$2,303.00
	TOTAL ADD	\$5,156.00

The original (Contract Sum) ~~(Contracted Maximum Price)~~ was \$ 2,613,000.00

The net change by previously authorized Change Orders \$ 84,179.00

The (Contract Sum) ~~(Contracted Maximum Price)~~ prior to this Change Order was \$ 2,697,179.00

The (Contract Sum) ~~(Contracted Maximum Price)~~ will be (increased) ~~(decreased)~~ by this Change Order in the amount of \$ 5,156.00

The new (Contract Sum) ~~(Contracted Maximum Price)~~ including this Change Order will be \$ 2,702,335.00

The Contract Time will be ~~(increased)~~ (unchanged) by zero (0) days

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

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

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

Image Group, Inc.
ARCHITECT (Firm name)
403 Center Avenue, #300
Moorhead, MN 56560
ADDRESS

Meinecke-Johnson Company
CONTRACTOR (Firm name)
5 North Fourteenth Street
Fargo, ND 58108-2643
ADDRESS

City of Fargo
OWNER (Firm name)
200 North Third Street
Fargo, ND 58102
ADDRESS

Rim Mann
BY (Signature)

[Signature]
BY (Signature)

[Signature]
BY (Signature)

RICHARD MOURITSEN
(Typed name)

[Typed name]
(Typed name)

D. A. O'Neil, Esq.
(Typed name)

4-3-08
DATE

[Date]
DATE

4-3-08
DATE

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RECEIVED

2-11-08

p5-6

IMAGE
Group
Architecture
& Interiors

February 8, 2008

IMAGE
G R O U P
Architecture & Interiors

Richard
Moorhead
AIA, NCARB

Pat Zavoral
City of Fargo
200 3rd Street North
Fargo, ND 58102

RE: Fargo Public Library
Main Library
Fargo, ND Image 0505.04

Carter
Sharff
RA, NCARB

Dear Mr. Zavoral;

Enclosed please find three (3) copies each of the following Change Orders:

Change Order M-2 in the amount of \$2,474.50 for revising of the size of Chilled Water Storage Tank as requested by Mechanical Engineer.

Marcia
Pulczynski
AIA, NCARB,
LEED AP

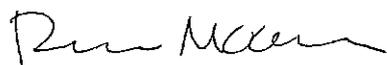
Change Order G-4 in the amount of \$24,900.00 which accepts Alternate Bid No.5 for Planted Roof System. This alternate was previously approved by the building committee but has NOT yet been incorporated in the contract documents.

403 Center
Avenue
Suite 300
Moorhead
Minnesota
56560

If the documents meet with your approval please obtain appropriate signatures and return signed Architect and Contractor copies to this office.

Sincerely,

IMAGE GROUP, INC.



Richard A. Moorhead, NCARB, AIA

Telephone
218.233.2062

IG: jrg

Facsimile
218.233.2575

Enc.

CC: Dirks, Postema

AIA® Document G701™ - 2001

Change Order

PROJECT: (Name and address)
 Fargo Public Library
 Main Library
 Fargo, North Dakota

CHANGE ORDER NUMBER: M-2

OWNER

DATE: January 29, 2008

ARCHITECT

ARCHITECT'S PROJECT NUMBER: 0505.04

CONTRACTOR

TO CONTRACTOR: (Name and address)
 Robert Gibb & Sons, Inc.
 205 40th Street SW
 Fargo, ND 58103

CONTRACT DATE: July 20, 2007

FIELD

CONTRACT FOR: Mechanical Construction

OTHER

The Contract is changed as follows:

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

Revise the chilled water storage tanks to a Wessels CBT-200 with 6" piping flanges.

ADD \$2,474.50

TOTAL ADD \$2,474.50

The original (Contract Sum) (~~Contracted Maximum Price~~) was

\$ 1,468,300.00

The net change by previously authorized Change Orders

\$.00

The (Contract Sum) (~~Contracted Maximum Price~~) prior to this Change Order was

\$ 1,468,300.00

The (Contract Sum) (~~Contracted Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~)

by this Change Order in the amount of

\$ 2,474.50

The new (Contract Sum) (~~Contracted Maximum Price~~) including this Change Order will be

\$ 1,470,774.50

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days

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

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

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

Meyer, Scherer & Rockcastle
 ARCHITECT (Firm name)
 710 South 2nd Street, 7th
 Minneapolis, MN 55401
 ADDRESS

Robert Gibb & Sons, Inc.
 CONTRACTOR (Firm name)
 205 40th Street SW
 Fargo, ND 58103
 ADDRESS

City of Fargo
 OWNER (Firm name)
 200 North Third Street
 Fargo, ND 58102
 ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

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Change Order

PROJECT: <i>(Name and address)</i> Fargo Public Library Main Library Fargo, North Dakota	CHANGE ORDER NUMBER: G-4 DATE: January 15, 2008 ARCHITECT'S PROJECT NUMBER: 0505.04	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Meinecke-Johnson Company 5 North Fourteenth Street P.O. Box 2643 Fargo, ND 58108-2643	CONTRACT DATE: July 20, 2007 CONTRACT FOR: General Construction	

The Contract is changed as follows:

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

1. Provide Planted Roof System (Alt. Bid No. 5)	ADD	\$24,900.00
-------------------------------------------------	-----	-------------

TOTAL ADD	\$24,900.00
-----------	-------------

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	5,850,700.00
-----------------------------------------------------------------------	----	--------------

The net change by previously authorized Change Orders	\$	113,870.00
-------------------------------------------------------	----	------------

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	5,964,570.00
-----------------------------------------------------------------------------------------	----	--------------

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	24,900.00
-------------------------------------------------------------------------------------------------------------------------------------------------------	----	-----------

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	5,989,470.00
--------------------------------------------------------------------------------------------------	----	--------------

The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by zero (0) days

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

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

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

Meyer, Scherer & Rockcastle ARCHITECT <i>(Firm name)</i> 710 South 2nd Street, 7th Minneapolis, MN 55401 ADDRESS	Meinecke-Johnson Company CONTRACTOR <i>(Firm name)</i> 5 North Fourteenth Street Fargo, ND 58108-2643 ADDRESS	City of Fargo OWNER <i>(Firm name)</i> 200 North Third Street Fargo, ND 58102 ADDRESS
------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

BY <i>(Signature)</i> _____ <i>(Typed name)</i>	BY <i>(Signature)</i> _____ <i>(Typed name)</i>	BY <i>(Signature)</i> _____ <i>(Typed name)</i>
DATE	DATE	DATE

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Q

RECEIVED
4-11-08

IMAGE
Group
Architecture
& Interiors

April 10, 2008



Fargo Police Department
222 4th St. N.
Fargo, ND 58102
Attention: Steve Lynk

Richard
Moorhead
AIA, NCARB

RE: City of Fargo
Police Department Remodeling
Fargo, North Dakota Image 0023.19

Carter
Sharff
RA, NCARB

Dear Mr. Lynk;

Enclosed for your review please find the following documents:

Marcia
Pulczynski
AIA, NCARB,
LEED AP

1. Change Order G-1 in the amount of \$5,060.95 for adding Prosecutor Office 234D; and providing two colors of carpet.
2. Change Order M-1 in the amount of \$2,470.00 for HVAC revisions for Prosecutor Office 234D.
3. Change Order E-1 in the amount of \$1,624.00 for electrical revisions for Prosecutor Office 234D; additional data outlet; and additional fax outlets.
4. Change Order E-2 in the amount of \$1,389.00 for disconnecting existing rooftop mechanical equipment; and replacing existing manual transfer switch with fused disconnect as required by City of Fargo Electrical Inspector.

403 Center
Avenue
Suite 300
Moorhead
Minnesota
56560

If the Change Orders meet with your approval please obtain appropriate signatures and return the Architect and Contractor's copies to IMAGE Group.

Sincerely,

Telephone
218.233.2062

IMAGE Group, Inc.

Richard A. Moorhead, NCARB, AIA

Facsimile
218.233.2575

IG: jrg

Enc.

CC: Zavoral

IMAGE
Group
Architecture
& Interiors

PROJECT COST SUMMARY

PROJECT: City of Fargo
Police Department Remodeling
Fargo, ND Image 0023.19

DATE: April 9, 2008

IMAGE
G R O U P
Architecture & Interiors

Richard
Moorhead
AIA, NCARB

1. General Construction Contract: \$33,105.00
G-1: Revise plan to include Prosecutor Office 234D;
Revise carpet from one (1) color to two (2) colors \$5,060.95
General Construction Contract to Date: \$38,165.95

Carter
Sharff
RA, NCARB

2. Mechanical Construction Contract: \$21,905.00
M-1: Revise HVAC plan to include Prosecutor Office 234D \$2,470.00
Mechanical Construction Contract to Date: \$24,375.00

Marcia
Pulczynski
AIA, NCARB, LEED AP

3. Electrical Construction Contract: \$17,500.00
E-1: Revise electrical plans to include Prosecutor Office 234D;
Provide additional data outlet at Office 234D \$1,624.00
Provide additional fax outlet at Reception 234
E-2: Disconnect existing roof top units;
Replace existing manual transfer switch with fused disconnect \$1,389.00
Electrical Construction Contract to Date: \$20,513.00

403 Center
Avenue
Suite 300
Moorhead
Minnesota
56560

4. Outstanding Change Orders:
Sound isolation at partition between Police and Prosecutor (G) \$152.34
Cast plastic window sills at Police Chief 224A (G) -
Shelving at Closet 224B (G) -
Projection Screen at Press Conference 115 (G,E) -
Electrical for Display Case at Press Conference 115 (E) -
Total Construction Contracts and Change Orders to Date \$83,206.29

Telephone
218.233.2062

1. Furnishings:
Brown & Saenger \$14,681.46
Hannaheer's \$32,315.52
Interoffice \$7,760.76
\$54,757.74

Facsimile
218.233.2575

2. Outstanding Change Orders:
Display at Press/Conference 115 (\$ Estimate) -
Reception 207 \$240.00
Investigations 219 \$2,253.18

Total Furnishing Contracts to Date \$57,250.92

AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address) City of Fargo Police Department Remodeling Fargo, North Dakota	CHANGE ORDER NUMBER: G-1	OWNER <input type="checkbox"/>
	DATE: April 7, 2008	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER: 0023.19	CONTRACTOR <input type="checkbox"/>
TO CONTRACTOR: (Name and address) Woodsman Construction 1124 5th Avenue NE., Unit #3 West Fargo, ND 58078	CONTRACT DATE: February 13, 2008	FIELD <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER <input type="checkbox"/>

The Contract is changed as follows:

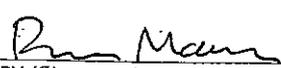
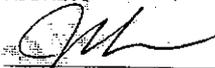
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- | | | |
|--------------------------------------------------------|------------------|-------------------|
| 1. Revise plans to include Prosecutor Office 234D. | ADD | \$4,269.95 |
| 2. Revise carpet from one (1) color to two (2) colors. | ADD | \$791.00 |
| | TOTAL ADD | \$5,060.95 |

The original (Contract Sum) (Contracted Maximum Price) was	\$	33,105.00
The net change by previously authorized Change Orders	\$.00
The (Contract Sum) (Contracted Maximum Price) prior to this Change Order was	\$	33,105.00
The (Contract Sum) (Contracted Maximum Price) will be (increased) (decreased) by this Change Order in the amount of	\$	5,060.95
The new (Contract Sum) (Contracted Maximum Price) including this Change Order will be	\$	38,165.95
The Contract Time will be (increased) (decreased) (unchanged) by zero (0) days		
The date of Substantial Completion as of the date of this Change Order therefore is unchanged		

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

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

<u>Image Group, Inc.</u> ARCHITECT (Firm name) 403 Center Avenue, #300 Moorhead, MN 56560 ADDRESS	<u>Woodsman Construction</u> CONTRACTOR (Firm name) 1124 5th Avenue NE, Unit 3 West Fargo, ND 58078 ADDRESS	<u>City of Fargo</u> OWNER (Firm name) 200 North Third Street Fargo, ND 58102 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>RICHARD MOORHEAD</u> (Typed name)	<u>Jon DeBois</u> (Typed name)	 (Typed name)
<u>4-10-08</u> DATE	<u>4-9-08</u> DATE	 DATE

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COPY

AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address)
 City of Fargo
 Police Department Remodeling
 Fargo, North Dakota

CHANGE ORDER NUMBER: M-1

DATE: April 7, 2008

ARCHITECT'S PROJECT NUMBER: 0023.19

TO CONTRACTOR: (Name and address)
 Grant's Mechanical
 3239 15th Street South
 Fargo, ND 58103

CONTRACT DATE: February 13, 2008

CONTRACT FOR: Mechanical Construction

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

The Contract is changed as follows:

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

1. Revise HVAC plans to include Prosecutor Office 234D. ADD \$2,470.00

TOTAL ADD \$2,470.00

The original (Contract Sum) (~~Contracted Maximum Price~~) was \$ 21,905.00
 The net change by previously authorized Change Orders \$.00
 The (Contract Sum) (~~Contracted Maximum Price~~) prior to this Change Order was \$ 21,905.00
 The (Contract Sum) (~~Contracted Maximum Price~~) will be (increased) (~~Contracted Maximum Price~~)
 by this Change Order in the amount of \$ 2,470.00
 The new (Contract Sum) (~~Contracted Maximum Price~~) including this Change Order will be \$ 24,375.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged

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

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

<u>Image Group, Inc.</u> ARCHITECT (Firm name) 403 Center Avenue, #300 Moorhead, MN 56560 ADDRESS	<u>Grant's Mechanical</u> CONTRACTOR (Firm name) 3239 15th Street South Fargo, ND 58103 ADDRESS	<u>City of Fargo</u> OWNER (Firm name) 200 North Third Street Fargo, ND 58102 ADDRESS
---------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

<u><i>Richard Moorhead</i></u> BY (Signature) <u>RICHARD MOORHEAD</u> (Typed name) <u>4-10-08</u> DATE	<u><i>Cody Ellingson</i></u> BY (Signature) <u>Cody Ellingson</u> (Typed name) <u>04-08-08</u> DATE	<u></u> BY (Signature) <u></u> (Typed name) <u></u> DATE
-----------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------

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REPRODUCTION

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Change Order

PROJECT: (Name and address)
 City of Fargo
 Police Department Remodeling
 Fargo, North Dakota

CHANGE ORDER NUMBER: E-1

DATE: April 7, 2008

ARCHITECT'S PROJECT NUMBER: 0023.19

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR: (Name and address)
 Dakota Electric Construction
 1550 First Avenue North
 Fargo, ND 58102

CONTRACT DATE: February 13, 2008

CONTRACT FOR: Electrical Construction

The Contract is changed as follows:

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

1. Revise electrical plans to include Prosecutor Office 234D.	ADD	\$1,084.00
2. Provide additional data outlet at Office 234D.	ADD	\$290.00
3. Provide additional fax outlet at Reception 234.	ADD	\$250.00
	TOTAL ADD	\$1,624.00

The original (Contract Sum) ~~(Contract Maximum Price)~~ was \$ 17,500.00

The net change by previously authorized Change Orders \$.00

The (Contract Sum) ~~(Contract Maximum Price)~~ prior to this Change Order was \$ 17,500.00

The (Contract Sum) ~~(Contract Maximum Price)~~ will be (increased) ~~(decreased/unchanged)~~ by this Change Order in the amount of \$ 1,624.00

The new (Contract Sum) ~~(Contract Maximum Price)~~ including this Change Order will be \$ 19,124.00

The Contract Time will be ~~(increased/decreased)~~ (unchanged) by zero (0) days

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

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

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

Image Group, Inc. ARCHITECT (Firm name) 403 Center Avenue, #300 Moorhead, MN 56560 ADDRESS	Dakota Electric Construction City of Fargo CONTRACTOR (Firm name) 1550 First Avenue North Fargo, ND 58102 ADDRESS	OWNER (Firm name) 200 North Third Street Fargo, ND 58102 ADDRESS
--------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

Rich Moorhead
BY (Signature)

RICHARD MOORHEAD
(Typed name)

4-10-08
DATE

Nathan Eppel
BY (Signature)

Nathan Eppel
(Typed name)

4-10-08
DATE

BY (Signature)

(Typed name)

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

COPY

REPRODUCTION

AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address)
 City of Fargo
 Police Department Remodeling
 Fargo, North Dakota

CHANGE ORDER NUMBER: E-2
DATE: April 7, 2008
ARCHITECT'S PROJECT NUMBER: 0023.19

TO CONTRACTOR: (Name and address)
 Dakota Electric Construction
 1550 First Avenue North
 Fargo, ND 58102

CONTRACT DATE: February 13, 2008
CONTRACT FOR: Electrical Construction

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

The Contract is changed as follows:

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

- | | | |
|---------------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| 1. Disconnect existing roof top units. | ADD | \$431.00 |
| 2. Replace existing manual transfer switch with fused disconnect as required by City of Fargo Electrical Inspector. | ADD | \$958.00 |
| | TOTAL ADD | \$1,389.00 |

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 17,500.00

The net change by previously authorized Change Orders \$ 1,624.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 19,124.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~increased~~) by this Change Order in the amount of \$ 1,389.00

The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$ 20,513.00

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days

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

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

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

Image Group, Inc.
 ARCHITECT (Firm name)
 403 Center Avenue, #300
 Moorhead, MN 56560
 ADDRESS

Dakota Electric Construction City of Fargo
 CONTRACTOR (Firm name)
 1550 First Avenue North
 Fargo, ND 58102
 ADDRESS

OWNER (Firm name)
 200 North Third Street
 Fargo, ND 58102
 ADDRESS

Richard Moorhead
 BY (Signature)

Nathan Eppke
 BY (Signature)

 BY (Signature)

RICHARD MOORHEAD
 (Typed name)

Nathan Eppke
 (Typed name)

 (Typed name)

4-10-08
 DATE

4-10-08
 DATE

 DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

COPY

**PUBLIC WORKS
OPERATIONS**

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

(r)

April 10, 2008

The Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: PUBLIC WORKS/OPERATIONS/WATER MAIN REPAIR MATERIALS

Commissioners:

Bids were opened at 11:30 a.m. on Wednesday, April 9, 2008, for Water Department watermain materials located City-wide.

The bids were as follows:

SECTION 1 (Repair Sleeves)

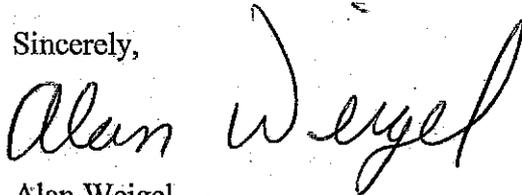
Northern Water Works	\$6,553.58
Fargo Water Equipment	\$7,599.02

SECTION 2 (Misc. Materials)

Fargo Water Equipment	\$40,373.59
Northern Water Works	\$43,974.43

This office recommends award of Section 1 to Northern Water Works Supply as the lowest and best bid and Section 2 to Fargo Water Equipment as lowest and best bid.

Sincerely,



Alan Weigel
Manager of Operations
FARGO PUBLIC WORKS

Central Fueling,
Fleet Purchase
And Vehicle Maintenance

Right of Way Maintenance
Sanitary & Storm
Sewer Maintenance

Snow Removal
Street Maintenance
Street Name Sign Maintenance

Urban Forestry
Watermeters
Watermain Distribution



5

REPORT OF ACTION
UTILITY COMMITTEE

Project No. NA Type: Minnkota Recycling Agreement

Location: City Wide

Date of Hearing : 4/02/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/21/08</u>
Project File	

Terry Ludlum, Solid Waste Utility Manager, presented the attached memorandum, Recycling Agreement, and supporting documentation related to processing and marketing services provided by Minnkota Recycling. The current Recycling Agreement with Minnkota Recycling is due to expire on April 30, 2008. Thus, a new Recycling Agreement has been negotiated between the City and Minnkota Recycling. A comparison of the basic terms of the current and new agreements is shown below:

<u>Terms</u>	<u>Current Agreement</u>	<u>New Agreement</u>
Protected Base Price (per ton)	\$50	\$50
City Share of Sales (above Base)	60%	60%
Minnkota Processing Fee (per ton)	\$23	\$ 0
City Landfill Fee (% of total)	15%	0%

As shown on the attached economic analysis, the new Recycling Agreement would result in an increase in revenue of about \$120,000 per year based upon last year's recycling volumes.

On a motion by Mark Bittner, seconded by Pete Bilstad, the Utility Committee voted to authorize Solid Waste staff to work with the City Attorney to finalize a new three-year Recycling Agreement for approval by Minnkota Recycling and the City Commission.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner				
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
Ron Hendricksen, Water Plant Supt.	X			
Peter Bilstad, Wastewater Plant Supt.	X			
Bruce Grubb, Enterprise Director	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Manager	X			
James Hausauer, Wastewater Util. Manager	X			
Al Weigel, Public Works Operations Manger	X			

ATTEST: 
Bruce P. Grubb
Enterprise Director

C: Commissioner Coates
Commissioner Wimmer
Commissioner Mahoney

MEMORANDUM

TO: Utility Committee
FROM: Terry Ludlum, Solid Waste Utility Manager
DATE: March 27, 2008
SUBJECT: Minnkota Recycling Agreement Proposal

The City's current two-year contract with Minnkota Recycling is set to expire on April 30th, 2008, and as such the Solid Waste Division has negotiated the revised agreement with Minnkota Enviroservices, Inc. (dba Minnkota), as attached.

BACKGROUND

Since 1991, Minnkota has been under agreement to provide various recycling services to the City of Fargo for *Newsprint, Cardboard, Aluminum, Tin and Steel Cans, Plastics, Magazines, and Glass*, with material handling services including sorting, grading, baling, crushing, storing, and shipping. By utilizing such services, Minnkota is able to increase the value and marketability of the recyclable material. As an example, over a timeframe of August 2007 through July 2008, Minnkota increased the market value of materials received from the City of Fargo from \$76,108 to \$372,154, a nearly 500% increase in value. Minnkota has stated that production, warehousing, marketing and selling costs average approximately \$50.00 per ton.

While exact rates have varied per agreement based on the strength of existing recycle markets, the basic categories of the agreements have remained consistent:

- **Processing and Marketing Fee charged by Minnkota**
- **Percentage Share of Recyclables Sales above a Protected Base (to City)**
- **Credit by the City for Landfill Disposal and Pull Fees**

ECONOMICS

The most recent agreement had defined the **Processing and Marketing Fee** as \$23.00/ton, the **Percentage Share of Recyclables Sold** as 60% of the market price above a protected based price, and a **Credit by the City for Landfill Disposal and Pull Fees** of 85%. An *Economic Analysis* with the terms for a period of August 2006 – July 2007 is attached for your review.

Terms for the proposed three-year agreement are removal of the \$23.00/ton **Processing and Marketing Fee**, a continuation of **Percentage Share of Recyclables Sold** as 60% share of market price above a protected base price (which has been set at \$50.00/ton for all commodities), and a 100% **Credit by the City for Landfill Disposal and Pull Fees**. An *Economic Analysis* with the proposed terms over the same period of August 2006 – July 2007 has also been provided.

While it may be desirable for the City to process and market all recyclable materials recovered and therefore realize the full financial potential of processed recyclables, a capital investment in the production and warehousing function will be required. Current staff objectives are to grow recyclable tonnages significantly with the implementation of volume based collection and other educational opportunities, and the proposed agreement will provide for a proportional revenue increase for most recyclable volume increases. Therefore, it is the recommendation of the Solid Waste Division to proceed with approval on a three-year Recycling Agreement with Minnkota Enviroservices, Inc, (dba Minnkota).

Your consideration in this matter is appreciated.

SUGGESTED MOTION

Authorize Solid Waste staff to work with the City Attorney to finalize a three-year Recycling Agreement with Minnkota Enviroservices, Inc, to be fully approved by The Commission.

Attachment

cc: Bruce Grubb, Enterprise Director
Delmar Ruff, Route Supervisor
Sharon Johnson, Office Manager

RECYCLING AGREEMENT

THIS AGREEMENT, made and intended to be effective the 1st day of May, 2008, by and between the CITY OF FARGO, NORTH DAKOTA, a municipal corporation (Fargo); and MINNKOTA ENVIROSERVICES, INC., a North Dakota corporation doing business as MINNKOTA RECYCLING.

RECITALS:

- A. Fargo operates a collection service for purposes of recycling certain solid wastes.
- B. Minnkota handles recyclable materials.
- C. The parties have previously entered into an agreement, addendum to agreement, and extension agreement concerning recyclable materials and recycling equipment.
- D. The parties have negotiated a new agreement and wish to commit the same to writing.

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

1. The term of this agreement shall be for a period of three years calculated from May 1, 2008, (it is recognized that the current agreement expires April 30, 2008) thus expiring April 30, 2011, with an option to extend the contract for an additional two years under the same terms and conditions with mutual consent. The agreement is subject to earlier termination as hereinafter provided.
2. Minnkota agrees to accept and to pay to Fargo the amounts hereinafter stated, for all aluminum, cardboard, newsprint #6, glass, plastic #1 and #2, steel and tin cans, and magazines which are deposited in Fargo's collection sites located throughout the city, as well as such material collected from Fargo's curbside recycling program. This agreement is predicated on Minnkota receiving all of Fargo's recyclable materials as hereinbefore stated which will be delivered by Fargo to Minnkota at its site in Fargo, North Dakota.
3. Minnkota shall pay to Fargo for all items specified in paragraph 2 above, sixty percent (60%) of the market price for each such class of item which exceeds a \$50.00 per ton protected based price for each such class of item. The market price shall be disclosed on a monthly recycling activity report sent to Fargo by Minnkota. Fargo's sixty percent (60%) share of recyclables sold shall be based on the market price per ton, which will be set forth on the Minnkota Recycling Activity Report (monthly) referred to hereinbefore. Attached hereto as Exhibit "A" and Exhibit "B" are copies of recycling activity report forms utilized by Minnkota, which shall be continued to be so utilized.
4. Minnkota Recycling will not charge Fargo a per ton processing fee.
5. Payment by Minnkota to Fargo under the formula set forth herein shall be payable on a monthly basis, and within 25 days from the end of the particular month involved.

6. Fargo will not charge landfill fees for Minnkota's landfill disposal of non-recyclable materials or roll-off container pull fees of associated non-recyclable materials.
7. In the event of breach of any of the terms of this agreement by Minnkota, Fargo shall provide written notice of such breach to Minnkota and Minnkota shall have thirty (30) day from the date of that notice to cure that breach. If the breach is not cured within that thirty (30) day time period, Fargo may terminate this agreement.
8. This agreement shall be construed in accordance with the laws of the State of North Dakota and shall be binding upon the successors and assigns of each of the parties hereto.

Dated the day and year first above written.

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By, _____
Dennis R. Walaker, Mayor

Attest:

Steve Sprague, City Auditor

MINNKOTA ENVIROSERVICES, INC OF FARGO, NORTH DAKOTA

By, _____
Randy Christianson, President

Attest:

Mary Aldrich, Sales Manager

Minnkota Recycling

EXHIBIT A

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SVC CODE	DESCRIPT	DATE TIME	REFERENCE*	UNITS	AMOUNT
5482	FARGO, CITY OF				
2/1/2008					
150	OCC	2/1/2008	129395	3,280.00	
	129395		OCC	3,280.00	
500	Metal	2/1/2008	129396	280.00	
	129396		Metal	280.00	
150	OCC	2/1/2008	129780	5,260.00	
	129780		OCC	5,260.00	
450	Plastic - Mixed	2/1/2008	129781	2,480.00	
	129781		Plastic - Mixed	2,480.00	
		Daily Total	2/1/2008	11,300.00	
2/4/2008					
150	OCC	2/4/2008	129787	6,120.00	
	129787		OCC	6,120.00	
150	OCC	2/4/2008	129791	6,780.00	
	129791		OCC	6,780.00	
201	ONP6	2/4/2008	129807	2,300.00	
201	ONP6	2/4/2008	129807	23,000.00	
	129807		ONP6	25,300.00	
201	ONP6	2/4/2008	129813	13,840.00	
	129813		ONP6	13,840.00	
100	UBC	2/4/2008	CS-129801	260.00	
500	Metal	2/4/2008	CS-129801	2,100.00	
	CS-129801		Metal	2,360.00	
201	ONP6	2/4/2008	FEB COR	-2,300.00	
	FEB COR		ONP6	-2,300.00	
		Daily Total	2/4/2008	52,100.00	
2/5/2008					
100	UBC	2/5/2008	129788	200.00	
500	Metal	2/5/2008	129788	220.00	
500	Metal	2/5/2008	129788	20.00	
550	Glass - Mixed	2/5/2008	129788	360.00	
	129788		Glass - Mixed	800.00	
100	UBC	2/5/2008	129789	260.00	
500	Metal	2/5/2008	129789	880.00	
550	Glass - Mixed	2/5/2008	129789	1,840.00	
	129789		Glass - Mixed	2,980.00	
100	UBC	2/5/2008	129790	260.00	
500	Metal	2/5/2008	129790	1,040.00	
550	Glass - Mixed	2/5/2008	129790	1,300.00	
	129790		Glass - Mixed	2,600.00	
450	Plastic - Mixed	2/5/2008	129821	3,860.00	
	129821		Plastic - Mixed	3,860.00	
150	OCC	2/5/2008	129822	1,340.00	
	129822		OCC	1,340.00	
450	Plastic - Mixed	2/5/2008	129832	1,780.00	
	129832		Plastic - Mixed	1,780.00	
500	Metal	2/5/2008	FEB CORR	-220.00	
	FEB CORR		Metal	-220.00	
		Daily Total	2/5/2008	13,140.00	
2/6/2008					
150	OCC	2/6/2008	129792	5,040.00	
	129792		OCC	5,040.00	
150	OCC	2/6/2008	129846	6,280.00	
	129846		OCC	6,280.00	
401	Magazines	2/6/2008	129848	16,480.00	
	129848		Magazines	16,480.00	
		Daily Total	2/6/2008	27,800.00	
7/2008					

Minnkota Recycling

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<u>SVC_CODE</u>	<u>DESCRIPT</u>		<u>DATE_TIME</u>	<u>REFERENCE*</u>	<u>UNITS</u>	<u>AMOUNT</u>
150	OCC		2/7/2008	129793	6,360.00	
	129793	OCC			6,360.00	
201	ONP6		2/7/2008	129863	15,380.00	
	129863	ONP6			15,380.00	
550	Glass - Mixed		2/7/2008	129873	12,140.00	
	129873	Glass - Mixed			12,140.00	
150	OCC		2/7/2008	129876	1,000.00	
	129876	OCC			1,000.00	
150	OCC		2/7/2008	CS-129876	1,000.00	
	CS-129876	OCC			1,000.00	
150	OCC		2/7/2008	FEB COR	-1,000.00	
	FEB COR	OCC			-1,000.00	
			Daily Total	2/7/2008	34,880.00	
2/8/2008						
150	OCC		2/8/2008	129794	5,060.00	
	129794	OCC			5,060.00	
500	Metal		2/8/2008	129795	300.00	
	129795	Metal			300.00	
450	Plastic - Mixed		2/8/2008	129893	3,180.00	
	129893	Plastic - Mixed			3,180.00	
			Daily Total	2/8/2008	8,540.00	
2/11/2008						
150	OCC		2/11/2008	129898	6,260.00	
	129898	OCC			6,260.00	
150	OCC		2/11/2008	129919	6,460.00	
	129919	OCC			6,460.00	
201	ONP6		2/11/2008	129920	15,880.00	
	129920	ONP6			15,880.00	
201	ONP6		2/11/2008	129921	14,680.00	
	129921	ONP6			14,680.00	
201	ONP6		2/11/2008	CS-129943	9,720.00	
	CS-129943	ONP6			9,720.00	
			Daily Total	2/11/2008	53,000.00	
2/12/2008						
100	UBC		2/12/2008	129899	260.00	
500	Metal		2/12/2008	129899	1,140.00	
550	Glass - Mixed		2/12/2008	129899	2,520.00	
	129899	Glass - Mixed			3,920.00	
100	UBC		2/12/2008	129900	260.00	
500	Metal		2/12/2008	129900	1,040.00	
550	Glass - Mixed		2/12/2008	129900	2,620.00	
	129900	Glass - Mixed			3,920.00	
100	UBC		2/12/2008	129901	200.00	
500	Metal		2/12/2008	129901	660.00	
500	Metal		2/12/2008	129901	460.00	
550	Glass - Mixed		2/12/2008	129901	900.00	
	129901	Glass - Mixed			2,220.00	
450	Plastic - Mixed		2/12/2008	129952	1,700.00	
	129952	Plastic - Mixed			1,700.00	
450	Plastic - Mixed		2/12/2008	129954	880.00	
	129954	Plastic - Mixed			880.00	
550	Glass - Mixed		2/12/2008	129956	10,380.00	
	129956	Glass - Mixed			10,380.00	
450	Plastic - Mixed		2/12/2008	CS129950	1,360.00	
	CS129950	Plastic - Mixed			1,360.00	
500	Metal		2/12/2008	FEB CORR	-660.00	
	FEB CORR	Metal			-660.00	
			Daily Total	2/12/2008	23,720.00	
2/13/2008						

Minnkota Recycling

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<u>SVC_CODE</u>	<u>DESCRIPT</u>		<u>DATE_TIME</u>	<u>REFERENCE*</u>	<u>UNITS</u>	<u>AMOUNT</u>
150	OCC		2/13/2008	129902	5,920.00	
	129902	OCC			5,920.00	
401	Magazines		2/13/2008	129976	14,760.00	
	129976	Magazines			14,760.00	
			Daily Total	2/13/2008	20,680.00	
2/14/2008						
150	OCC		2/14/2008	129502	1,040.00	
	129502	OCC			1,040.00	
150	OCC		2/14/2008	129903	24,240.00	
150	OCC		2/14/2008	129903	7,080.00	
	129903	OCC			31,320.00	
150	OCC		2/14/2008	129991	52,040.00	
150	OCC		2/14/2008	129991	5,640.00	
	129991	OCC			57,680.00	
201	ONP6		2/14/2008	129992	46,400.00	
201	ONP6		2/14/2008	129992	22,160.00	
	129992	ONP6			68,560.00	
150	OCC		2/14/2008	CS129502	17,160.00	
	CS129502	OCC			17,160.00	
150	OCC		2/14/2008	FEB COR	-52,040.00	
150	OCC		2/14/2008	FEB COR	-17,160.00	
150	OCC		2/14/2008	FEB COR	-24,240.00	
201	ONP6		2/14/2008	FEB COR	-46,400.00	
	FEB COR	ONP6			-139,840.00	
			Daily Total	2/14/2008	35,920.00	
2/15/2008						
450	Plastic - Mixed		2/15/2008	129512	3,420.00	
	129512	Plastic - Mixed			3,420.00	
500	Metal		2/15/2008	129516	440.00	
	129516	Metal			440.00	
450	Plastic - Mixed		2/15/2008	129531	1,340.00	
	129531	Plastic - Mixed			1,340.00	
150	OCC		2/15/2008	129904	3,540.00	
	129904	OCC			3,540.00	
500	Metal		2/15/2008	129906	300.00	
	129906	Metal			300.00	
			Daily Total	2/15/2008	9,040.00	
2/18/2008						
150	OCC		2/18/2008	129521	5,080.00	
	129521	OCC			5,080.00	
201	ONP6		2/18/2008	129538	16,120.00	
	129538	ONP6			16,120.00	
201	ONP6		2/18/2008	129541	15,080.00	
	129541	ONP6			15,080.00	
201	ONP6		2/18/2008	129544	10,560.00	
	129544	ONP6			10,560.00	
150	OCC		2/18/2008	129905	5,920.00	
	129905	OCC			5,920.00	
			Daily Total	2/18/2008	52,760.00	
2/19/2008						
100	UBC		2/19/2008	129522	260.00	
500	Metal		2/19/2008	129522	1,260.00	
550	Glass - Mixed		2/19/2008	129522	3,160.00	
	129522	Glass - Mixed			4,680.00	
100	UBC		2/19/2008	129523	260.00	
500	Metal		2/19/2008	129523	1,080.00	
550	Glass - Mixed		2/19/2008	129523	3,880.00	
	129523	Glass - Mixed			5,220.00	
100	UBC		2/19/2008	129524	200.00	

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<u>SVC_CODE</u>	<u>DESCRIPT</u>		<u>DATE_TIME</u>	<u>REFERENCE*</u>	<u>UNITS</u>	<u>AMOUNT</u>
500	Metal		2/19/2008	129524	440.00	
550	Glass - Mixed		2/19/2008	129524	1,660.00	
	129524	Glass - Mixed			2,300.00	
450	Plastic - Mixed		2/19/2008	129556	2,480.00	
	129556	Plastic - Mixed			2,480.00	
450	Plastic - Mixed		2/19/2008	129560	2,200.00	
	129560	Plastic - Mixed			2,200.00	
450	Plastic - Mixed		2/19/2008	129565	1,780.00	
	129565	Plastic - Mixed			1,780.00	
			Daily Total	2/19/2008		18,660.00
2/20/2008						
150	OCC		2/20/2008	129525	3,240.00	
	129525	OCC			3,240.00	
401	Magazines		2/20/2008	129572	17,840.00	
	129572	Magazines			17,840.00	
150	OCC		2/20/2008	129573	7,620.00	
	129573	OCC			7,620.00	
150	OCC		2/20/2008	129580	1,520.00	
	129580	OCC			1,520.00	
550	Glass - Mixed		2/20/2008	129582	7,620.00	
	129582	Glass - Mixed			7,620.00	
			Daily Total	2/20/2008		37,840.00
2/21/2008						
150	OCC		2/21/2008	129526	5,380.00	
	129526	OCC			5,380.00	
201	ONP6		2/21/2008	129631	16,920.00	
	129631	ONP6			16,920.00	
201	ONP6		2/21/2008	CS129591	9,580.00	
	CS129591	ONP6			9,580.00	
150	OCC		2/21/2008	CS129628	820.00	
	CS129628	OCC			820.00	
			Daily Total	2/21/2008		32,700.00
2/22/2008						
150	OCC		2/22/2008	129527	3,780.00	
	129527	OCC			3,780.00	
500	Metal		2/22/2008	129528	180.00	
	129528	Metal			180.00	
450	Plastic - Mixed		2/22/2008	129668	1,840.00	
	129668	Plastic - Mixed			1,840.00	
150	OCC		2/22/2008	129674	3,140.00	
	129674	OCC			3,140.00	
150	OCC		2/22/2008	129685	3,420.00	
	129685	OCC			3,420.00	
450	Plastic - Mixed		2/22/2008	CS129673	1,300.00	
	CS129673	Plastic - Mixed			1,300.00	
			Daily Total	2/22/2008		13,660.00
2/25/2008						
150	OCC		2/25/2008	129529	7,760.00	
	129529	OCC			7,760.00	
150	OCC		2/25/2008	129675	2,040.00	
	129675	OCC			2,040.00	
201	ONP6		2/25/2008	129694	23,100.00	
	129694	ONP6			23,100.00	
150	OCC		2/25/2008	129700	7,220.00	
	129700	OCC			7,220.00	
201	ONP6		2/25/2008	129702	20,660.00	
	129702	ONP6			20,660.00	
201	ONP6		2/25/2008	129705	12,460.00	
	129705	ONP6			12,460.00	

Minnkota Recycling

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<u>SVC_CODE</u>	<u>DESCRIPT</u>	<u>DATE_TIME</u>	<u>REFERENCE*</u>	<u>UNITS</u>	<u>AMOUNT</u>
		Daily Total	2/25/2008	73,240.00	
2/26/2008					
100	UBC	2/26/2008	129676	260.00	
500	Metal	2/26/2008	129676	1,160.00	
550	Glass - Mixed	2/26/2008	129676	2,580.00	
	129676		Glass - Mixed	4,000.00	
100	UBC	2/26/2008	129677	260.00	
500	Metal	2/26/2008	129677	1,180.00	
550	Glass - Mixed	2/26/2008	129677	2,960.00	
	129677		Glass - Mixed	4,400.00	
100	UBC	2/26/2008	129678	260.00	
500	Metal	2/26/2008	129678	1,300.00	
550	Glass - Mixed	2/26/2008	129678	3,160.00	
	129678		Glass - Mixed	4,720.00	
450	Plastic - Mixed	2/26/2008	129718	4,440.00	
	129718		Plastic - Mixed	4,440.00	
450	Plastic - Mixed	2/26/2008	129720	2,920.00	
	129720		Plastic - Mixed	2,920.00	
150	OCC	2/26/2008	129724	1,460.00	
	129724		OCC	1,460.00	
100	UBC	2/26/2008	CS129717	2,340.00	
	CS129717		UBC	2,340.00	
150	OCC	2/26/2008	FEB CORR	-1,460.00	
	FEB CORR		OCC	-1,460.00	
		Daily Total	2/26/2008	22,820.00	
2/27/2008					
150	OCC	2/27/2008	129679	5,140.00	
	129679		OCC	5,140.00	
401	Magazines	2/27/2008	129742	20,940.00	
	129742		Magazines	20,940.00	
550	Glass - Mixed	2/27/2008	130058	12,960.00	
	130058		Glass - Mixed	12,960.00	
150	OCC	2/27/2008	CS129739	700.00	
	CS129739		OCC	700.00	
		Daily Total	2/27/2008	39,740.00	
2/28/2008					
150	OCC	2/28/2008	129680	7,100.00	
	129680		OCC	7,100.00	
201	ONP6	2/28/2008	130075	22,160.00	
	130075		ONP6	22,160.00	
150	OCC	2/28/2008	130076	5,620.00	
	130076		OCC	5,620.00	
		Daily Total	2/28/2008	34,880.00	
2/29/2008					
TRXFGP	TRANSFERED TO GP	2/29/2008		1.00	
			TRANSFERED TO GP	1.00	
150	OCC	2/29/2008	129681	5,840.00	
	129681		OCC	5,840.00	
500	Metal	2/29/2008	129682	300.00	
	129682		Metal	300.00	
450	Plastic - Mixed	2/29/2008	130098	3,440.00	
	130098		Plastic - Mixed	3,440.00	
150	OCC	2/29/2008	130105	2,000.00	
	130105		OCC	2,000.00	
150	OCC	2/29/2008	FEB 02/08	-1.00	
150	OCC	2/29/2008	FEB 02/08	1.00	
201	ONP6	2/29/2008	FEB 02/08	-1.00	
201	ONP6	2/29/2008	FEB 02/08	1.00	
500	Metal	2/29/2008	FEB 02/08	1.00	

Minnkota Recycling

C:\rm\rm-win\Reports\Customer Reports\City of Fargo\Daily Activity by day.rpt
3/17/2008 10:15:52AM

<u>SVC_CODE</u>	<u>DESCRIPT</u>		<u>DATE TIME</u>	<u>REFERENCE*</u>	<u>UNITS</u>	<u>AMOUNT</u>
500	Metal		2/29/2008	FEB 02/08	-1.00	
	FEB 02/08	Metal			0.00	
100	UBC		2/29/2008	FEE 02/08	1.00	
100	UBC		2/29/2008	FEE 02/08	-1.00	
150	OCC		2/29/2008	FEE 02/08	1.00	
150	OCC		2/29/2008	FEE 02/08	-1.00	
201	ONP6		2/29/2008	FEE 02/08	1.00	
201	ONP6		2/29/2008	FEE 02/08	-1.00	
401	Magazines		2/29/2008	FEE 02/08	1.00	
401	Magazines		2/29/2008	FEE 02/08	-1.00	
450	Plastic - Mixed		2/29/2008	FEE 02/08	1.00	
450	Plastic - Mixed		2/29/2008	FEE 02/08	-1.00	
500	Metal		2/29/2008	FEE 02/08	1.00	
500	Metal		2/29/2008	FEE 02/08	-1.00	
550	Glass - Mixed		2/29/2008	FEE 02/08	-1.00	
550	Glass - Mixed		2/29/2008	FEE 02/08	1.00	
	FEE 02/08	Glass - Mixed			0.00	
			Daily Total	2/29/2008	11,581.00	
						528,001.00

Print Criteria

{HIST.DATE_TIME} = {?Date} and
 {CUST.C_ID_ALPHA} = "5482" and
 not ({CODE.SVC_CODE_ALPHA} like ["*MS", "CKISSUE", "PAYMNT"])

* When Reference is listed CS-##### it means Curbside-Wt. Ticket Number. Please let me now if you need the report to split CS from the non curbside.

Market Share Report

EXHIBIT B

5482

FARGO, CITY OF

For the Month Ended: 2/29/2008

	<u>Lbs</u>	<u>Ton</u>	<u>Price/Ton</u>	<u>Protectid Base</u>	<u>Percentage</u>	<u>Purchase Price</u>	<u>Purchase Cost</u>
OCC Market Share	165,800.00	82.90	\$110.00	\$50.00	0.60	-\$36.00	-\$2,984.40
Glass Mixed Market Share	70,040.00	35.02	\$0.00	\$50.00	0.60	\$0.00	\$0.00
Metal Market Share	14,900.00	7.45	\$180.00	\$50.00	0.60	-\$78.00	-\$581.10
Plastic Mix Market Share	40,400.00	20.20	\$220.00	\$80.00	0.60	-\$84.00	-\$1,696.80
Magazines Market Share	70,020.00	35.01	\$100.00	\$50.00	0.60	-\$30.00	-\$1,050.30
ONP6 Market Share	261,300.00	130.65	\$80.00	\$50.00	0.60	-\$18.00	-\$2,351.70
UBC Market Share	5,540.00	2.77	1,780.00	\$50.00	0.60	-\$1,038.00	-\$2,875.26
	<u>628,000.00</u>	<u>314.00</u>					<u>-\$11,539.56</u>

5482

CURRENT MINNKOTA RECYCLING AGREEMENT
Economic Analysis (Aug 06 – Jul 07)

Basic Terms of Agreement:

- 60/40 Share of Recyclables Sales above Protected Base (Fargo/Minnkota)
 - \$23 per ton Processing and Marketing Fee
 - 85% Credit for Landfill Disposal and Pull Fees
-

A.) Minnkota Recycling.

1.) Income.

Recyclables Sales (Protected Base)	\$224,137
Recyclables Sales (40% above Protected Base)	\$ 59,207
Processing and Marketing Fees (\$23/ton)	<u>\$106,677</u>

Total **\$390,021**

2.) Expenses.

Landfill Disposal and Pull Fees (15% of Total)	<u>\$ 3,390</u>
------------------------------------------------	-----------------

Total **(\$ 3,390)**

NET **\$386,631**

B.) City of Fargo.

2.) Income.

Recyclables Sales (60% above Protected Base)	\$ 88,811
Landfill Disposal and Pull Fees (15% of Total)	<u>\$ 3,390</u>

Total **\$ 92,201**

3.) Expenses.

Processing Fees (\$23/ton)	\$106,677
Landfill Disposal and Pull Fees (85% of Total)	<u>\$ 19,210</u>

Total **\$125,887**

NET **(\$ 33,686)**

PROPOSED MINNKOTA RECYCLING AGREEMENT
Economic Analysis (Aug 06 – Jul 07)

Basic Terms of Agreement:

- 60/40 Share of Recyclables Sales above Protected Base (Fargo/Minnkota)
 - Remove all Processing and Marketing Fees paid by Fargo
 - 100% Credit for Landfill Disposal and Pull Fees for Minnkota
-

A.) Minnkota Recycling.

1.) Income.

Recyclables Sales (Protected Base)	\$224,137
Recyclables Sales (40% above Protected Base)	<u>\$ 72,974</u>

Total **\$297,111**

2.) Expenses.

Landfill Disposal and Pull Fees (100% Credit)	<u>\$ 0</u>
-----------------------------------------------	-------------

NET **\$297,111**

B.) City of Fargo.

2.) Income.

Recyclables Sales (60%)	<u>\$109,460</u>
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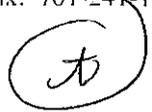
Total **\$109,460**

3.) Expenses.

Landfill Disposal and Pull Fees (\$30/ton)	<u>\$ 22,600</u>
--------------------------------------------	------------------

Total **\$ (22,600)**

NET **\$ 86,860**



MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

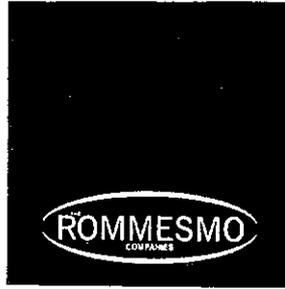
SUBJECT: Agreement for Special Improvements Prairie Grove Addition (Rommesmo Family)

DATE: April 9, 2008

Rommesmo Family LLP has requested municipal improvements in Prairie Grove Addition. Attached is the Agreement for Special Improvements relating to improvement district #5818 & #5819. Rommesmo Family LLP has executed this agreement and will provide the necessary Letter of Credit.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and Rommesmo Family LLP for municipal improvements in Prairie Grove Addition.



April 2, 2008

Steven Sprague, City Auditor
Finance Office
P O Box 2083
Fargo, ND 58107-2083

Re: Special Improvement District 5818 & 5819

Dear Mr. Sprague,

Enclosed find signed agreement for the special improvements for the Prairie Grove Addition at 52nd Ave So., Fargo.

After Mayor Walaker has signed this copy, please return a copy for my files.

Thank you.

Sincerely,

Ole Rommesmo
Rommesmo Family LLP

Encl.

4401 West Main Avenue
P.O. Box 2044
Fargo, ND 58107-2044

701-282-2345
Fax 701-282-5516

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this 26 day of MARCH, 2008, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Rommesmo Family LLP (Ole Rommesmo) of Fargo, ND, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals hereinafter "Utilities", in a portion of Prairie Grove Addition, hereinafter "Development";

WHEREAS, CITY has approved the installation of utilities in the development with certain conditions and requirements; and

WHEREAS, CITY will create Special Improvement District Number 5818 & 5819, hereinafter "SID #5818" & "SID #5819", for the purpose of constructing said utilities; and

WHEREAS, a promise to pay the suitable security is required of DEVELOPER by CITY in order to insure payment of special assessments which will result from said utilities; and,

WHEREAS, DEVELOPER has agreed to pay said special assessments and to provide security therefor,

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

1. CITY agrees to create SID #5818 & SID #5819 for purpose of constructing utilities in the development, to finance said utilities through its municipal bonding authority, and to levy special assessments against said property for the payment of the bonds sold to finance the utilities.
2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the utilities, DEVELOPER agrees to furnish to CITY, cash or other security in an amount equal to 30% of the estimated costs for the construction of said utilities (as determined by CITY); said cash or other security to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of the terms and conditions of this agreement as hereinafter provided. The security, other than cash, which is furnished to CITY may be certificates of deposit, negotiable instruments, or a letter of credit, provided that the form and sufficiency thereof shall be subject to the approval of CITY, and CITY may, in its sole discretion, accept or reject the form of security which is offered by DEVELOPER.
3. DEVELOPER shall have the right to cancel this agreement at any time prior to the award of a contract for construction of the utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of

such written notice, an amount which is equal to 0.5% of the estimated costs for the construction of said utilities (as determined by CITY) or \$1,000, whichever is greater. The parties hereto understand and agree that CITY has incurred substantial administrative, engineering and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER cancels this agreement without making payments as hereinabove provided, CITY may draw upon the letter of credit or other security which has been furnished pursuant to paragraph 2 of this agreement for such liquidated damages.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to pay on or before March 1 of each year, the current annual installment of special assessments and any accrued penalties on each and every unimproved lot located in the development. It is understood and agreed that a transfer of any of said lots from DEVELOPER to third parties shall not relieve DEVELOPER of its obligation to pay annual installments of special assessments as hereinabove set forth. It is provided, however, that if transferee furnishes cash or other security (as hereinbefore defined) for the lot or lots acquired, the DEVELOPER's security may be correspondingly reduced. Making arrangements for and obtaining such letter of credit shall be the responsibility of the DEVELOPER. The intent of this proviso on substitute security is that the CITY is protected to the same level as the original letter of credit provided.

5. A letter of credit which is furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. Provided that the letter of credit may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that DEVELOPER, or its successor, fails to pay on or before March 1 of each year, annual installments of special assessments and any accrued penalties as provided in paragraph 4 above, CITY may utilize the cash or other security which has been furnished to CITY, or may draw upon the letter of credit, and apply said funds to pay all or part of the special assessments and accrued penalties which have been levied against said property but have not been certified for collection. Any amount remaining after payment of all uncertified special assessments may, in the discretion of CITY, be retained for future use pursuant to this Agreement or may be applied to current annual installments of special assessments. Provided, that CITY shall not utilize the cash or other security, or draw upon the letter of credit without first giving DEVELOPER 30 days' written notice of its intent to do so.

7. In the event that DEVELOPER fails to pay on or before March 1 of each year, annual installments of special assessments as provided in paragraph 4 above, and if the amount of cash or other security which has been furnished to CITY is not sufficient to pay all special assessments which have been levied against said property, whether or not said assessments have been certified for collection, CITY shall have a cause of action against DEVELOPER, and any guarantor of DEVELOPER for the remaining balance of all unpaid special assessments on all unimproved lots located in the development.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of utilities in the development by CITY and that the remedy provided herein is in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon improvement of all lots located in the development, or upon payment of the entire balance of special assessments levied against said property, whether certified for collection or not, CITY shall return to DEVELOPER, any cash or other security which has been furnished to CITY, or any remaining and unused portion thereof. It is specifically understood and agreed that "improvement" means construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the property. Construction of a garage, storage building or other accessory type structure shall not constitute "improvement" of a lot pursuant to this Agreement, unless such accessory-type structure is a significant or necessarily-associated accessory to a principal structure located upon a contiguous lot under common ownership as part of a multi-lot project. In addition, "improvement" is deemed accomplished if (a) the bare lot is contiguous to a lot containing a principal structure under common ownership; (b) the bare lot is part of a multi-lot project; and (c) the project plans as filed with the City indicate that the bare lot is to remain unimproved indefinitely as a part of the project in which case, the proper documentation must be prepared, executed and recorded by the owner stating that the unimproved lot is to be considered a portion of the developed or improved lot.

9. In the event of expiration of the letter of credit upon written notice as provide in paragraph 5 of this Agreement, if any lots in the development are not improved or if all special assessments are not paid, all as set forth in paragraph 8 above, then, and in that event, CITY may draw upon the letter of credit and the proceeds thereof shall be applied first toward unpaid special assessments levied against said property which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments shall be applied to special assessments which have been certified for collection. It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all unimproved lots in said development, or selectively to any particular lot or lots. If the amount of cash available from the letter of credit is not sufficient to pay all special assessments on all unimproved lots in the development, CITY shall have a cause of action against DEVELOPER, or any guarantor of DEVELOPER, for the deficiency, all as provided in paragraph 7 hereof.

10. DEVELOPER hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement, including, but not limited to, reasonable attorneys fees and costs.

11. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the development shall not relieve DEVELOPER of any of its responsibility under the terms of this Agreement. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

DEVELOPER
By _____
Its GEORGE PACTOR

ENGINEERING DEPARTMENT

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



April 15, 2008

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

Dear Commissioners:

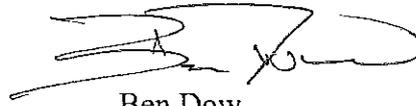
Accompanying for the City Commission review and approval is a deferral agreement regarding special assessments for Prairie Grove, LLC and Rommesmo Family Limited Partnership.

RECOMMENDED MOTION:

Approve Agreement Regarding Special Assessments between City of Fargo and Prairie Grove, LLC/Rommesmo Family Limited Partnership.

Please return original to me.

Respectfully submitted,



Ben Dow
Engineering Technician

BJD/jmg
Attachment

C: Gary Stewart
Mark Bittner

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations



AGREEMENT REGARDING SPECIAL ASSESSMENTS
(Prairie Grove, LLC & Rommesmo Family Limited Partnership)

THIS AGREEMENT, made and entered into this 11th day of February, 2008, by and between **PRAIRIE GROVE, LLC and ROMMESMO FAMILY LIMITED PARTNERSHIP**, hereinafter, collectively, called "Owner", and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the undersigned each own certain portions of land referred to herein as Prairie Grove Addition;

WHEREAS, City is planning to make improvements as described in Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, City has previously agreed to defer special assessments on Owner's property under the terms and conditions agreed upon and contained hereinafter;

WHEREAS, the parties wish to commit their agreement to writing.

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

1. Subject Property. The property will be referred to as Prairie Grove First Addition to the City of Fargo.

2. The undersigned each own certain portions of the Subject Property which has been annexed to, and is presently incorporated as part of, the City of Fargo.

3. Owner understands and agrees that public improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other municipal improvements which are enumerated in N.D.C.C. § 40-22-01 will be constructed to serve the Subject Property as designated on Exhibit "A" attached hereto and incorporated herein by reference, and that special assessments therefor will be levied and assessed against the Subject Property for such improvements; accordingly, Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Notwithstanding the foregoing provisions, however, by entering into this agreement, the Owner is not waiving its right to protest the amount, benefit or any other assessment attribute in the event Owner determines, in its discretion, that the proposed improvements are excessive or are not reasonable in terms of their nature, scope or cost. Any such protest must be taken in the time prescribed by North Dakota law.

4. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for any improvements constructed and installed as provided in paragraph 3, above, as follows:

4.1 Deferral for Prairie Grove First Addition Property. As to special assessments for Public Improvements in Prairie Grove Addition as aforesaid, said deferral for any particular lot shall continue for a period of time ending upon occurrence of the earliest of one of three "triggering events" which are defined as an occurrence that causes the removal of the deferred special assessments for the property in question, as follows:

4.1.1 Ten (10) years from the date of installation of 52nd Avenue South improvements (anticipated completion of 10/1/2008) with the maximum deferral period thus expiring 10/1/2018.

4.1.2 The date of issuance of building permits for those lots between 52nd and 53rd Avenues South from 25th Street to Drain 53.

4.1.3 The date of installation of "Local Public Improvements" (local street utilities, paving, street lights, etc.) for lots located south of 53rd Avenue South.

4.2 Further Subdivision. If any lots within the subject property are subdivided after the date here of and prior to the occurrence of a triggering event, the occurrence of a triggering event as to a subsequent lot shall not in and of itself serve as a triggering event to any other subsequent lot(s) once part of a lot existing as of the date hereof.

5. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection as hereinabove provided, the total amount to be assessed shall be spread over a period equal to the original project assessment period (10 years street light and sidewalk assessment district and 25 years for all other types of assessment districts). Annual installments shall be determined in accordance with N.D.C.C. § 40-24-04 through §40-24-08 subject to a 25 year maximum period. The total amount to be assessed shall be the entire amount of the assessment as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners. Interest for the deferral period to be borne solely by the City.

6. For purposes of this Agreement, the date of installation of Local Public Improvements shall be defined as the date that Public Improvements required to fully service a lot are functionally complete and assessed costs (to be deferred under the terms of this agreement) have been certified and confirmed by the Board of City Commissioners.

7. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns and shall run with the subject property. By sale or other

transfer, Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

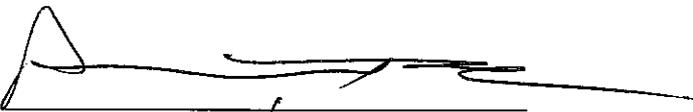
8. Owner has platted the property and indicated on said plat the dedication of necessary street right of way over its property (including right-of-way utilities) and the parties have agreed by separate agreement on payment for some of the same, Owner agrees that any payments for said street and utility right-of-way shall be special assessed and eligible for deferral under the terms of this agreement.

9. The parties hereto understand and agree that a Memorandum of this agreement shall be prepared and signed by both parties which shall make reference to the terms of this agreement and shall be recorded in the office of the Cass County Recorder. The form of the Memorandum of Agreement shall be in accordance with the attached form which the parties incorporate herein by reference.

DATED the day and year first above written.

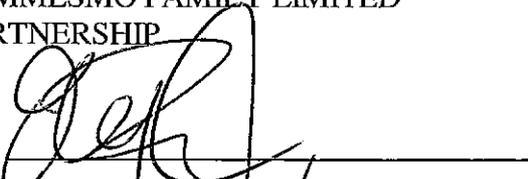
OWNERS:

PRAIRIE GROVE, LLC

By: 

Its: secretary / treasurer

ROMMESMO FAMILY LIMITED PARTNERSHIP

By: 

Its: PRESIDENT / GENERAL PARTNER

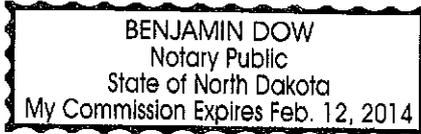
CITY OF FARGO

By _____
DENNIS R. WALAKER, Mayor

ATTEST:

STEVEN SPRAGUE, City Auditor

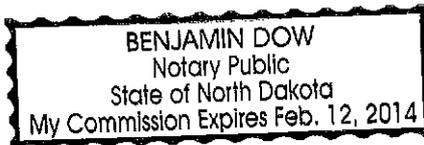
STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)



On this 11 day of February, 2008, before me, a notary public in and for said county and state, personally appeared Brent Olson, to me known to be the Secretary/treasurer of PRAIRIE GROVE, LLC described in and that executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same.

Benjamin Dow
Notary Public

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



On this 15 day of April, 2008, before me, a notary public in and for said county and state, personally appeared Ole Rommesmo, Jr., to me known to be the President of ROMMESMO FAMILY LIMITED PARTNERSHIP described in and that executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same.

Benjamin Dow
Notary Public

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

On this ____ day of February, 2008, before me, a notary public in and for said county and state, personally appeared DENNIS R. WALAKER and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public

Legal description obtained from previously recorded instruments.

Document prepared by:

Garylle B. Stewart (ND #02869)
Solberg, Stewart, Miller & Tjon, Ltd.
P.O. Box 1897
Fargo ND 58107-1897
(701) 237-3166

EXHIBIT A

Public Improvements to be funded by Special Assessments:

<u>District</u>	<u>Location</u>	<u>Type</u>
4034	25 th Street South	Utilities
5051	25 th Street South	Utilities
5054	25 th Street South	Paving
5055	25 th Street South	Street Lights
5314	52 nd Avenue South	R/W, Utilities, Paving, Street Lights (2008)
5757	Prairie Grove 1 st Addition	R/W, Utilities
5758	Prairie Grove 1 st Addition	Paving, Street Lights (2008)
5772	Drain 53	Drain Improvements (2008)

In addition to the foregoing specific Special Improvement Districts, it is understood and agreed that any new Districts affecting the Subject Property will be automatically included as a special assessment under this exhibit. Future assessment Districts that will benefit the Subject Property include, but are not limited to, the following:

1. Southside Flood Control Project
2. Other local municipal infrastructure as may be specifically requested by Owner and their heirs, administrators, successors and assigns are not considered eligible for deferral benefit.

(V)



OFFICE OF THE CITY ATTORNEY

April 17, 2008

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

Re: 52nd Ave S Improvement Project
Hector Frontier Quarter Agreement Regarding Special Assessments

Dear Commissioners:

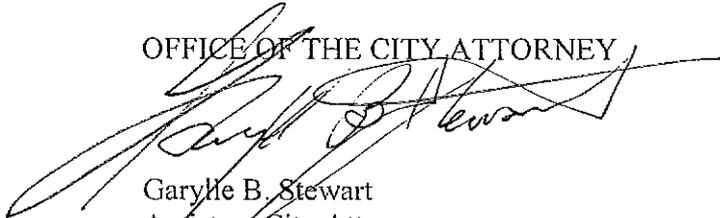
Enclosed and delivered to the Commission office please find two originals of an Agreement Regarding Special Assessments concerning the "Frontier Quarter" owned by Fred M. Hector, Jr. This is the land located in the northeast quadrant of the I-29/52nd Avenue South intersection. A backage road has been purchased by the State for the 52nd Avenue Project and there will be special assessments relating to the project. We have negotiated a deferral agreement similar to others in the area. The agreement has been executed by the landowner. A copy is enclosed with this letter. There will be another letter concerning the land trade between this landowner and Fargo Public School District No. 1 relating to land immediately east of the Frontier Quarter.

I enclose two originals of an agreement that has already been signed by Mr. Hector and now requires signature of the City.

RECOMMENDED MOTION: I/we hereby move to approve and authorize execution of an Agreement Regarding Special Assessments on Hector Frontier Quarter (the SW¼ of Section 35, less easements and less the N 16.5' thereof) and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY


Garylle B. Stewart
Assistant City Attorney

GBS/amc
Enclosures
cc: Ben Dow/Mark Bittner
Jonathan Garaas
Erik Johnson



COPY

AGREEMENT REGARDING SPECIAL ASSESSMENTS
(Fred Hector – Frontier Quarter)

THIS AGREEMENT, made and entered into this ____ day of April, 2008, by and between **FRED M. HECTOR, JR.**, hereinafter called "Owner", and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation ("City").

PREMISES:

- a. The undersigned is the owner of land referred to herein as the "Hector – Frontier Quarter" described in Exhibit "A" attached hereto and incorporated herein by reference.
- b. City is planning to make improvements as described in Exhibit "B" attached hereto and incorporated herein by reference.
- c. City has agreed to defer special assessments on the Owner's property under the terms and conditions set forth hereinafter.

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

- 1. **Definitions.** The following definitions shall apply to this agreement:
 - 1.1 **"Hector Frontier Quarter"** is that certain property situate in the County of Cass and State of North Dakota, more fully described as:

See Exhibit "A" attached hereto
 - 1.2 **"Subject Property"** as used in this agreement shall refer to the Hector Frontier Quarter.

1.3 **“Arterial and Collector Public Improvements”** shall be those public municipal infrastructure improvements installed to include streets, sewers, water, lighting, and other miscellaneous improvements along roadways classified as “arterial and collector roadways” under the functional classification system. For purposes of this agreement, Arterial and Collector Public Improvements includes, without limitation, the streets, sewers, water and lighting improvements along the following streets:

1.3.1 36th Street South from 52nd Avenue South to ½ mile north of 52nd Avenue.

1.3.2 52nd Avenue South from I-29 to 31st Street.

1.4 **“Local Public Improvements”** shall be those public municipal infrastructure improvements installed to include streets, sewers, water, lighting, and other miscellaneous improvements along roadways classified other than “arterial and collector roadways” under the functional classification system and which are installed in the Hector Frontier Quarter only. Local Public Improvements shall include such improvements along local roadways to include all public infrastructure as to allow development to occur and building permits to be issued.

1.5 **“Triggering Event”** shall be and occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The “triggering event” shall apply to all deferred special assessments to include Arterial, Collector and Local Public Improvements.

1.6 **“Public Improvements”** shall be either Arterial and Collector Public Improvements, Local Public Improvements, or both.

2. The undersigned is the owner of the Subject Property which has been annexed to, and is presently incorporated as part of, the City of Fargo.

3. Owner understands and agrees that public improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other municipal improvements which are enumerated in N.D.C.C. § 40-22-01 will be constructed to serve the Subject Property as designated on Exhibit "B" attached hereto and incorporated herein by reference, and that special assessments therefore will be levied and assessed against the Subject Property for such improvements; accordingly, Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Notwithstanding the foregoing provisions, however, by entering into this agreement, the Owner is not waiving its right to protest the amount, benefit or any other assessment attribute in the event Owner determines, in its discretion, that the proposed improvements are excessive or are not reasonable in terms of their nature, scope or cost. Any such protest must be taken in the time prescribed by North Dakota law.

4. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for any improvements constructed and installed as provided in paragraph 3, above, as follows:

4.1 **Deferral for Hector Frontier Quarter Property.** As to special assessments for Public Improvements in Hector Frontier Quarter, said deferral shall continue for a period of time ending upon occurrence of the earliest of one of three "triggering events, as follows:

4.1.1 Arterial and Collector Public Improvements.

4.1.1.1 Ten (10) years from the date of installation of such Arterial and Collector Public Improvements; 52nd Avenue South and 36th Street Public Improvements to be installed by November 1, 2008.

4.1.1.2 The date of installation of "Local Public Improvements" requested by the owners (Hector) (local streets, sewers, water and

lighting improvements have been installed and are available to serve the parcel or lot). In this context, such improvements shall be deemed to be available to serve the parcel or lot if such improvements are located within 50 feet of the nearest boundary of such parcel or lot; or

4.1.1.3 The date of issuance of building permit for construction of a building or structure upon said parcel.

4.1.2 Local Public Improvements. Special assessments for Local Public Improvements requested by the Owner in the Hector Frontier Quarter Property shall receive no deferral under this agreement. Special assessment benefit assignment to Owner's property as a result of improvement requested by other area property owners will not be considered a "triggering event" for the Owners (Hectors).

4.2 **Annual Review.** On or before October 1 of each year during the term of the deferral agreement (maximum ten-year period of deferral as contemplated in this agreement), the City will determine which parcels or lots have met the "triggering event" criteria and will have special assessment deferrals removed. Each and every lot or parcel that has met the "triggering event" criteria during the previous 12 month period shall have all such deferrals removed for all applicable public improvements (Arterial and Collector and Local Public Improvements). All such special assessments whose deferrals have been removed shall be certified for collection beginning the next tax year. The City is to provide a 30 day notice in advance to the Owner (Hectors) and their heirs, successors and assigns with listing of parcels and assessment amounts for those parcels or lots that will have deferrals removed.

5. **Assessment Period – Interest During Period of Deferral.** At such time as annual installments of special assessments are certified for collection as hereinabove provided, the total amount to be assessed shall be spread over a period equal to the original project assessment period

(10 years street light and sidewalk assessment district and 25 years for all other types of assessment districts). Annual installments shall be determined in accordance with N.D.C.C. § 40-24-04 through § 40-24-08 subject to a 25 year maximum period. The total amount to be assessed shall be the entire amount of the assessment as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners. As to Arterial and Collector Public Improvements, the Owner shall not bear responsibility for payment of any such accrued deferral interest thereon, said interest to be borne solely by the City.

6. For purposes of this Agreement, the date of installation of Public Improvements shall be defined as the date that Public Improvements are functionally complete and assessed costs (to be deferred under the terms of this agreement) have been certified and confirmed by the Board of City Commissioners.

7. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

8. As further consideration for this agreement, Owner agrees to dedicate the necessary street right-of-way over its property (including right-of-way utilities) at no cost to the City as follows:

a. Internal collector and local streets as the tract is platted.

9. The parties hereto understand and agree that a Memorandum of this agreement shall be prepared and signed by both parties which shall make reference to the terms of this agreement and upon agreement may be recorded in the office of the Cass County Recorder. The form of the Memorandum of Agreement shall be in accordance with the attached form which the parties incorporate herein by reference.

EXHIBIT "A"

DESCRIPTION – HECTOR FRONTIER QUARTER

All the unplatted land in the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West, less highway right-of-way for Interstate 29 (I-29) and subject to easements of record, and less the North Sixteen and Five Tenths Feet (16.5')

EXHIBIT "B"

List of Public Improvements to be Funded by Special Assessments

Bridges, PC Concrete Pavement, Grading, Storm Sewer, Water Main Distribution, Signals, Street Lighting, Bike Trail, Right of Way Acquisition and Incidentals Improvement District No. 5314 (52nd Avenue South from University Drive to 45th Street South) and 36th Street (East I-29 Frontage Road) – 2008 Construction

In addition to the foregoing specific Special Improvement Districts, it is understood and agreed that any new Districts affecting the Subject Property will be automatically included as a special assessment under this exhibit and shall be entitled to deferment under the terms of the foregoing agreement.



W

OFFICE OF THE CITY ATTORNEY

April 17, 2008

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

Re: 52nd Ave S Improvement Project
Temporary Construction Easement Arrangement – Hector Property

Dear Commissioners:

Enclosed and delivered to the Commission office please find an Agreement for Entry and Construction between Fred M. Hector and the Fargo Public School District No. 1 concerning the Hector Frontier Quarter and the easterly adjacent portion of the SE¼ of Section 35. The School District and Mr. Hector have traded property, thusly resulting in Hector’s ownership of the property along 52nd Avenue that we will need for the 52nd Avenue Project, including construction of the water retention pond. We have worked out an arrangement with Mr. Hector whereby we will lease the croplable acres for the next two years at \$150 per acre allowing us to construct a “haul-road” over the property. We will keep the balance of the property in a summer-fallow condition and will be hiring the landowner back for this purpose. The haul road easement, following use, will be restored and returned to the landowner. Inasmuch as the closing has not taken place on the Hector/Fargo Public School District No. 1 trade, we are having the School District join in the Agreement for Entry and Construction, thus allowing us to continue with the project. Mr. Hector is entering into the cash rental farm lease agreement as owner of both tracts of land. The closing should occur before we have paid the first year’s cash rent. In the meantime, we are free to proceed with the project and establish the haul-road, pursuant to the Agreement for Entry and Construction.

I enclose three originals of an agreement that has already been signed by Mr. Hector and now requires signature of the City.

RECOMMENDED MOTION: I/we hereby move to approve and authorize execution of an Agreement for Entry and Construction and to authorize a Cash Rental Farm Contract for the balance of croplable acres for the length of this project (i.e. crop years 2008-2009) and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

Garylle B. Stewart
Assistant City Attorney

GBS/amc
Enclosures

cc: Ben Dow/Mark Bittner
Erik Johnson
Jonathan Garaas



AGREEMENT FOR ENTRY AND CONSTRUCTION

THIS AGREEMENT, made and entered into this ____ day of April, 2008, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as “City”, and the undersigned, (whether one or more) hereinafter “Owner”,

WITNESSETH:

WHEREAS, City will be purchasing and paying Owner for a temporary construction easement in the property hereinafter described; and,

WHEREAS, City is engaged in the reconstruction of 52nd Avenue South in Fargo, North Dakota; and,

WHEREAS, it is necessary to have and City desires the right of access to the property to facilitate work on the project in advance of obtaining an appraisal and negotiating an acceptable price for a permanent and/or temporary construction easement or having such price established through eminent domain proceedings if agreement is not reached; and,

WHEREAS, Owner (Hector) and Fargo Public School District are in the process of trading property but have not completed the trade as of the time of this agreement; and,

WHEREAS, Owner and Fargo Public School District are agreeable to the same and the parties wish to commit their agreement to writing.

NOW, THEREFORE, it is hereby agreed as follows:

1. Owner does hereby release to City the right to enter upon and to have the right of access to Owner’s property for the purpose of construction of 52nd Avenue South

in Fargo, North Dakota. Said parcel of land is described on Exhibit "A" attached hereto and incorporated herein by reference.

2. It is further agreed between City and Owner that the terms of this instrument shall in no way affect the amount of just compensation or damages to be awarded to the Owner, nor shall it be in any way construed as limiting or restricting the right of Owner to negotiate for or appeal from any offer for said easements which may be made if negotiations which may be made if negotiations regarding just compensation or damages are not successful and eminent domain proceedings become necessary.

3. In consideration of Owners allowing City to proceed prior to determination, by negotiation or otherwise, City agrees to pay interest on the amount finally determined to be just compensation or damages, whether such determination is negotiated or determined in an eminent domain proceeding. Unless otherwise later agreed between the parties, interest shall be calculated at 6% per annum and shall commence running the date Owner executes this agreement. Although City has authorized a blanket resolution for all property acquisition for the 52nd Avenue Project, City agrees to place this particular agreement on for approval at the April 21, 2008 meeting. City and Owner agree that this agreement shall not be recorded or put of record in any manner.

4. Inasmuch as the land trade between Owner (Hector) and Fargo Public School District has not been finalized, Fargo Public School District is joining in this agreement. This agreement shall terminate upon closing of the said land trade and entry into a cash rental farm lease between Owner (Hector) and the City of Fargo.

5. City agrees to indemnify and hold Owner harmless from any and all claims, demands, or suits that may result from City's use of the property arising out of this agreement for entry and right of access agreement.

DATED this _____ day of April, 2008.

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

DATED this _____ day of April, 2008.

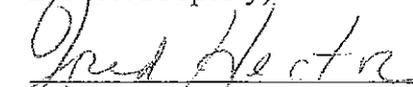
OWNER/SELLER:
(for easterly tract owned by School)

FARGO PUBLIC SCHOOL DISTRICT NO. 1

Dan Huffman, Assistant Superintendent

DATED this _____ day of April, 2008.

OWNER/BUYER:
(as to westerly tract & as buyers of the School
District Property)



Fred Hector

EXHIBIT "A"

Temporary Construction Easement Description:

That part of the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49), City of Fargo, Cass County, North Dakota, lying Easterly and Southerly of the following described line:

Commencing at the Southeast corner of said Southeast Quarter (SE¼); thence S 88°02'47" W, along the South line of said Southeast Quarter (SE¼), a distance of One Thousand Nine Hundred Twenty-two Feet (1922.00'); thence N 04°26'01" W, a distance of Eight Hundred Ninety-four and Eighty-six Hundredths Feet (894.86'), to the Northwest corner of Lot Fifty (50), Block One (1), MEADOW CREEK ADDITION; thence continuing N 04°26'01" W, a distance of One Thousand Seven Hundred Fifty-one and Seventy Hundredths Feet (1751.70') to a point on the North line of said Southeast Quarter (SE¼); thence S 88°03'47" W, along said North line, a distance of One Hundred and One Tenth Feet (100.10'), to the point of beginning of the line to be described; thence S 04°26'01" E; a distance of Nine Hundred Thirty-one and Twenty-eight Hundredths Feet (931.28'); thence S 47°56'12" W, a distance of Seven Hundred Eighty-five and Fifty-one Hundredths Feet (785.51'), more or less, to a point on the West line of said Southeast Quarter (SE¼) and there terminating, except COULEE'S CROSSING ADDITION, and also except MEADOW CREEK ADDITION, and also except all property, easements, and rights-of-way previously acquired by the City of Fargo and/or the North Dakota Department of Transportation for the 2008 improvement to 52nd Avenue South and/or the Interstate 29 Interchange at 52nd Avenue South. Said tract contains 19.001 acres, more or less.

**FARM LEASE CONTRACT
(CASH RENT)**

THIS AGREEMENT, made this _____ day of April, 2008, by and between **FRED M. HECTOR**, whose post office address is 6816 South University Drive, Fargo, North Dakota 58104 ("Landlord"), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, whose post office address is 00 North Third Street, Fargo, North Dakota 58102, ("Tenant").

WHEREAS, Landlord is the owner of certain unplatted property in the Southwest Quarter (SW¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139) North of Range Forty-nine (49) West of the Fifth Principal Meridian, less highway right-of-way for Interstate 29 and subject to easements of record, and less the North Sixteen and Five Tenths Feet (16.5'), and

WHEREAS, Landlord is acquiring by trade, certain land immediately East of Landlord's property and formerly owned by Fargo Public School District No. 1, less easements for a water retention pond and street right-of-way easements for 52nd Avenue South, and

WHEREAS, Tenant is desirous of utilizing portions of the subject property for a temporary easement during construction to establish a haul road, and

WHEREAS, the parties have agreed on a cash rental price for the entire cropable portion of Landlord's property (including the property now owned and the property being acquired from the Fargo Public School District No. 1), and

WHEREAS, the parties wish to commit their agreement to writing.

In consideration of the complete performance of the following conditions by the Tenant, Landlord leases to the Tenant the following described farm land:

1. All the unplatted land in the Southwest Quarter (SW¼), Section Thirty-five (35), Township One Hundred Thirty-nine (139) North of Range Forty-nine (49) West of the Fifth Principal Meridian, less highway right-of-way for Interstate 29 and subject to easements of record, and less the North Sixteen and Five Tenths Feet (16.5') thereof (Hector property).
2. A tract of unplatted land located in the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West, City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the Southwest corner of Lot Fifty (50), Block One (1) of the record plat Meadow Creek Addition to the City of Fargo; thence N 89°29'45" W, along the North right of way line of 52nd Avenue SW, Seven Hundred Twenty-two and Seventy-five Hundredths Feet (722.75')

to a point on the West line of the Southeast Quarter (SE¼); thence N 01°57'44" W, Two Thousand Five Hundred Eighty-six and Ninety-two Hundredths Feet (2586.92') to the Northwest corner of the Southeast Quarter (SE¼); thence S 89°28'27" E, along the North line of the Southeast Quarter (SE¼), One Thousand Seven Hundred Sixty-nine and Fourteen Hundredths Feet (1769.14') to the centerline of Cass County Drain No. 53; thence Southwesterly along the center of said drain, along the following courses; thence along a circular curve, concave to the Southeast, radius of One Hundred Fifty Feet (150.00') and arc length of One Hundred Thirty-two and Fifty Hundredths (132.50'); thence S 07°37'38" E, Three Hundred Sixty Feet (360.00'); thence along a circular curve, concave to the Northwest, radius of Three Hundred Fifty Feet (350.00') and arc length of Four Hundred Twenty-five and Seventy-seven Hundredths Feet (425.77'); thence S 63°00'15" W, One Hundred Forty-two and Sixty Hundredths Feet (142.60') to the Northwesterly corner of Meadow Creek Addition; thence continuing S 63°00'15" W, One Hundred Forty-seven and Forty-nine Hundredths Feet (147.49'); thence along a circular curve, concave to the East radius of Four Hundred Seventy-eight and Thirty-four Hundredths Feet (478.34') and arc length of Four Hundred Eighty and Five Hundredths Feet (480.05'); thence S 05°30'15" W, Two Hundred Forty-nine and Eighty-one Hundredths Feet (249.81'); thence along a circular curve, concave to the East, radius of Three Hundred Eighty-three and Six Hundredths Feet (383.06'), and arc length of One Hundred Fifty-three and Two Hundredths Feet (153.02'); thence leaving Ditch 53 N 89°29'45" W, Two Hundred Eighty and Eighty-six Hundredths Feet (280.86'); thence S 01°58'15" E, Eight Hundred Thirty-four and Ninety-seven Hundredths Feet (834.97') to the point of beginning. Containing 70.29 acres, more or less and subject to all existing easements and rights of way, and (excepting those tracts acquired from School District by the City of Fargo for right-of-way and utility purposes and a water retention pond, all as shown on Exhibit "A").

The foregoing property is all located in Cass County, North Dakota. The above-described property for the purpose of this cash rent lease contains the total number of tillable acres as are agreed upon between Landlord and Tenant. These will be contained in Exhibit "B" attached hereto and incorporated herein by reference.

TERM. This Lease shall commence effective April _____, 2008, and shall terminate on the December 31, 2009. It is intended that this cash rent farm lease contract shall be for the crop years of 2008 and 2009.

RENT. The Tenant agrees to pay to the Landlord One Hundred Fifty Dollars (\$150.00) per acre (croplable acres only) per crop year payable as follows:

- A. \$150.00 per acre for each cropable acre for crop year 2008;
- B. \$150.00 per acre for each cropable acre on or about April 1, 2009.

The agreed upon cropable acreage will be set forth in Exhibit "B" as aforesaid. All rental amounts shall be payable to Landlord at Landlord's address listed above or if changed, at such change of address as is furnished to Tenant. All rental payments will be made within ten (10) days of the due date.

REPRESENTATIONS. The Tenant has not relied upon any representation or statement of the Landlord as to the quality or condition of the farmland or as to the number of crop acres contained in the farm, and is leasing the property "AS IS".

GOVERNMENT PAYMENTS. All government payments from the operation of the farm are payable to the Tenant, provided that Tenant has paid its rents when due and payable and has complied with all the covenants and agreements to be performed herein. The Tenant agrees to return any ASCS allotments or bases to the Landlord upon termination of this Lease.

ASSIGNMENT. This Lease shall not be assigned or sublet by the Tenant, its successors and assigns without the prior written consent of the Landlord, and any such assignment made without the Landlord's consent shall be voidable at the election of the Landlord. Tenant shall, at the expiration of the time herein recited, quietly yield and surrender the aforesaid leased premises to Landlord in as good condition and repair as when Tenant took possession, reasonable wear and tear and damages by the elements alone excepted. No notice from Landlord to Tenant to terminate this Lease shall be required.

RELATIONSHIP. The Tenant is not the agent of the Landlord. There is to be no employer-employee relationship between the Landlord and the Tenant or the Tenant's employees. Any contractual arrangement between Landlord and Tenant will be established by separate written agreement.

INSPECTION. The Landlord may enter on the property at any time to make reasonable inspections of the property or to make needed repairs or maintenance.

DITCHES AND ALTERATIONS. The Tenant will cut and spray, or cause to be cut and sprayed, in the proper season, all roadsides surrounding any of the leased tracts, all in accordance with local township, county or state highway regulations. The Tenant shall make no alterations to the leased property such as, but not limited to, constructing, repairing, or altering ditches and dikes without the prior written consent of the Landlord.

TILLING. The Tenant agrees to leave each field at the end of the lease in farmable condition. The property will not be cropped but will be summer fallowed during both crop years.

FARMING PRACTICE AND WEEDS. Tenant agrees to occupy the land in a good and husbandlike manner and shall commit no waste on the premises. Tenant agrees to conduct a good weed control program on the farm at the Tenant's own expense. It is the intent of this lease

that Tenant will be using a portion of the subject property for a haul road.

EXPIRATION. The Tenant agrees to quietly and peacefully return possession to the Landlord of the property at the expiration of this Lease or at an earlier agreed upon time upon Landlord's agreement to assume responsibility for weed control and any future summer fallow costs.

DEFAULT. In the event the Tenant, its successors and assigns defaults in the performance of any condition contained in this Lease, the Landlord may enter upon the property and take full possession of the property and any growing or stored crops found on the farm. Any such re-entry shall not constitute a failure of the rents to be paid by Tenant. Should default occur, however, Landlord first agrees to notify the Tenant of such default and the Tenant shall have ten (10) days after such notice to correct the default. Landlord first agrees to notify Tenant in writing of such default and the Tenant shall have fifteen (15) days after such notice to correct the default.

HEIRS AND ASSIGNS BOUND. It is mutually agreed that the heirs, successors, assigns, and personal representatives (as the case may be), of the parties are bound by each of the conditions of this Lease, and that the Landlord's rights shall pass in full to Landlord's heirs and assigns.

WAIVER. The failure of the Landlord to insist upon strict performance of any of the terms and/or conditions of this Lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in said terms and/or conditions.

AMENDMENT. This Lease may be changed or modified only by a written amendment signed by all parties. In no event may this Lease be changed or modified orally.

INTEREST. Any cash rental not paid by Tenant to Landlord on due date shall commence to bear annual interest at the rate of 12% per annum from the due date until paid.

HAZARDOUS MATERIALS. The Tenant agrees that any chemicals, fuel, fertilizer or other hazardous materials, used on the property shall be used in full compliance with the instructions or application labels furnished with the materials, and in compliance with all federal and state laws regulating the usage of these materials. The Tenant agrees that no such materials shall be stored or disposed of on the property without the proper written consent of the Landlord. The Tenant shall be responsible for any damages resulting from the Tenant's usage of such materials on the property and agrees to indemnify and hold harmless the Landlord in the event of any claim resulting from such damage.

ENFORCEMENT COSTS. If Tenant defaults in performing any of the duties agreed to in this Lease, Landlord shall have the right to collect from Tenant, to the extent allowed by law, all the costs reasonably incurred in enforcing this Lease, including, but not limited to, attorney's fees, seeding or cultivation costs, chemical application, and ditch maintenance.

RESTORATION OF HAUL ROAD AND ANY OTHER CONSTRUCTION IMPACTED AREAS. Any portion of the leased premises utilized for the haul road (and any other construction impacted areas) shall be returned at the expiration of this lease in a restored condition. In establishing the haul road, Tenant must make every effort to establish the haul road by first scraping black dirt and minimizing the mixture of clay with the black dirt. Any material utilized for the haul road shall be removed and the surface restored to its original condition to the fullest extent possible.

TIME OF THE ESSENCE. Time is of the essence as to each and every term of this Lease.

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

LANDLORD:



FRED M. HECTOR

TENANT:

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor
F:\US\GBC\CITY\Engineer (112)\52nd Ave S - 481\Hector Lease - farm cash rent.doc

EXHIBIT "A"Parcel No. 5772-1 (Storm Water Retention Pond)

A tract of land located in the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE¼) thence S 88°02'47" W, along the South line of said Southeast Quarter (SE¼) a distance of One Thousand Nine Hundred Twenty-two Feet (1922.00'); thence N 04°26'01" W, a distance of Eight Hundred Ninety-four and Eighty-six Hundredths Feet (894.86'), to the Northwest corner of Lot Fifty (50), Block One (1), MEADOW CREEK ADDITION, said Northwest corner also being the point of beginning; thence N 88°02'29" E, a distance of Two Hundred Eighty and Eighty-six Hundredths Feet (280.86'), to the Northeast corner of said Lot Fifty (50); thence northerly a distance of One Hundred Fifty-three and Two Hundredths Feet (153.02'), along the arc of a non-tangential curve, concave to the East, having a radius of Three Hundred Eighty-three and Six Hundredths Feet (383.06'), a central angle of 22°53'14" a chord length of One Hundred Fifty-two Feet (152.00'), and a chord bearing of N 08°23'56" W; thence N 03°02'29" E, a distance of Two Hundred Forty-nine and Eighty-one Feet (249.81'); thence northeasterly a distance of Four Hundred Eighty and Five Hundredths Feet (480.05'), along the arc of a tangential curve, concave to the Southeast, having a radius of Four Hundred Seventy-eight and Thirty-four Hundredths Feet (478.34'), and a central angle of 57°30'02"; thence N 60°30'55" E, a distance of One Hundred Forty-seven and Fifty-three Hundredths Feet (147.53'), to the Southwest corner of Lot Ten (10), Block One (1), COULEE'S CROSSING ADDITION; thence N 59°57'14" E, a distance of One Hundred Forty-two and Sixty Hundredths Feet (142.60'); thence northeasterly a distance of One Hundred Ninety-seven and Fifty Hundredths Feet (197.50'), along the arc of a tangential curve, concave to the Northwest, having a radius of Two Hundred Eighty-six and Forty-eight Feet (286.48'), and a central angle of 39°29'59"; thence N 20°30'14" E, a distance of Twenty-six and Seventy Hundredths Feet (26.70'); thence northerly a distance of Two Hundred Fifty Feet (250.00'), along the arc of a tangential curve, concave to the West, having a radius of Four Hundred Seventy-seven and Forty-six Hundredths Feet (477.46'), and a central angle of 30°00'00"; thence N 09°29'46" W, a distance of Three Hundred Five and Seventy Hundredths Feet (305.70'); thence northerly, a distance of One Hundred Twenty-three and Fifty-seven Hundredths Feet (123.57'), along the arc of a tangential curve, concave to the East, having a radius of One Hundred Fifty and Ninety-four Hundredths Feet (150.94'), and a central angle of 46°54'20", to the Northwest corner of said COULEE'S CROSSING ADDITION; thence S 88°03'47" W, along the North line of said Southeast Quarter (SE¼), non-tangent to said curve, a distance of One Thousand Seven Hundred Sixty Feet (1760.00') to the Northwest corner of said Southeast Quarter (SE¼); thence S 04°26'04" E, along the West line of said Southeast Quarter (SE¼), a distance of Fifty-four and Eighty-seven Hundredths Feet (54.87'); thence S 89°35'23" E, a distance of Five Hundred Eighty-five and Eight Hundredths Feet (585.08'); thence S

49°26'01" E, a distance of One Hundred Ninety-six and Seventy-seven Hundredths Feet (196.77'); thence S 04°26'01" E, a distance of One Thousand Five Hundred Thirty-nine and Seventy-seven Hundredths Feet (1539.77'), to the point of beginning. Said tract contains 28.618 acres, more or less.

Parcel No. 5314.1-21A-ROW

A tract of land in the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the Southwest corner of Lot Fifty (50), Block One (1), MEADOWCREEK ADDITION; thence westerly along the North right-of-way line of 52nd Avenue SW, a distance of Four Hundred Forty-one and Thirty-one Hundredths Feet (441.31'); thence N 04°25'35" W, a distance of One Hundred Thirty-eight and Seventy-eight Hundredths Feet (138.78'); thence S 84°48'43" E, a distance of Four Hundred Forty-seven and Seventeen Hundredths Feet (447.17') to a point on the West line of said Lot Fifty (50); thence southerly along the West line of said Lot Fifty (50), a distance of Eighty-three and Ten Hundredths Feet (83.10'), to the point of beginning. Said tract contains 1.12 acres, more or less.

Parcel No. 5314.1-21B-ROW

A tract of land in the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

A One Hundred Twenty Foot (120.00') wide strip of land for highway purposes centered over the following described line:

Commencing at the Southwest corner of said Southeast Quarter (SE¼); thence N 88°02'34" E (ND State Plane South) along the South line of said Southeast Quarter (SE¼) for a distance of Two Hundred Twenty-One and Forty-seven Hundredths Feet (221.47'); thence N 04°25'38" W parallel to the West line of said Southeast Quarter (SE¼), a distance of Sixty and Six Hundredths Feet (60.06') to a point on the North right-of-way line of 52nd Avenue South and the point of beginning of the center line to be described; thence continue N 04°25'38" W, parallel to said West line of the Southeast Quarter (SE¼), a distance of Five Hundred Fifty-eight and Five Hundredths Feet (558.05'); thence northwesterly a distance of Six Hundred Seventy-eight and Thirteen Hundredths Feet (678.13') along a tangential curve concave to the Southwest having a radius of Five Hundred Feet (500.00') and a central angle of 56°07'04" to a point of intersection with said West line of the Southeast Quarter (SE¼) and said center line there terminating, said termination point bears N 04°25'38" W along said West line of the Southeast Quarter (SE¼), a distance of One Thousand Two Hundred Thirty-five and Eighty-four Hundredths Feet (1235.84') from the Southwest corner of said Southeast

Quarter (SE¼). The southerly end of said strip is along the northerly right-of-way line of 52nd Avenue South and the westerly end of said strip is along said West line of the Southeast Quarter (SE¼) of Section Thirty-five (35). Said tract contains 3.26 acres, more or less.

Parcel No. 5314.1-21C-ROW

A tract of land in the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the Southwest corner of said Southeast Quarter (SE¼); thence N 04°26'04" W along the West line of said Southeast Quarter (SE¼), a distance of Fifty-nine and Eighty-two Hundredths Feet (59.82') to the point of beginning; thence continuing northerly along the West line of said Southeast Quarter (SE¼), a distance of One Hundred Seventy-four and Thirty Hundredths Feet (174.30'); thence S 84°48'43" E, a distance of One Hundred Sixty-three and Fifty-one Hundredths Feet (163.51'); thence S 04°25'35" E, a distance of One Hundred Fifty-three and Ninety-three Hundredths Feet (153.93') to a point on the North right-of-way line of 52nd Avenue SW; thence westerly along said right-of-way line a distance of One Hundred Sixty-one and Thirty-three Hundredths Feet (161.33') to the point of beginning. Said tract contains 0.607 acres, more or less.

Parcel No. 5314.1-5A-UTIL

A tract of unplatted land located in the Southeast Quarter (SE¼) of Section Thirty-Five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of Lot Fifty (50), Block One (1), MEADOW CREEK ADDITION; thence northerly along the West line of said Lot Fifty (50), a distance of Eighty-three and Ten Hundredths Feet (83.10') to the point of beginning; thence N 84°48'43" W, a distance of Four Hundred Forty-seven and Seventeen Hundredths Feet (447.17'); thence N 04°25'35" W, a distance of Twenty and Twenty-eight Hundredths Feet (20.28'); thence S 84°48'43" E, a distance of Four Hundred Forty-seven and Seventeen Hundredths Feet (447.17') to the West line of said Lot Fifty (50); thence southerly along the West line of said Lot Fifty (50), a distance of Twenty and Twenty-eight Hundredths Feet (20.28') to the point of beginning. Said tract contains 0.205 acres, more or less.

Parcel No. 5314.1-5B-UTIL

A tract of unplatted land located in the Southeast Quarter (SE¼) of Section Thirty-Five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Southeast Quarter (SE¼); thence northerly along the West line of said Southeast Quarter (SE¼), at an assumed bearing N 04°26'04" W, a distance of Two Hundred Thirty-four and Twelve Hundredths Feet (234.12') to the point of beginning; thence continuing North along the West line of said Southeast Quarter (SE¼), a distance of Twenty and Twenty-eight Hundredths Feet (20.28'); thence S 84°48'43" E, a distance of One Hundred Sixty-three and Fifty-one Hundredths Feet (163.51'); thence S 04°25'35" E, a distance of Twenty and Twenty-eight Hundredths Feet (20.28'); thence N 84°48'43" W, a distance of One Hundred Sixty-three and Fifty-one Hundredths Feet (163.51') to the point of beginning. Said tract contains 0.075 acres, more or less.

Temporary Construction Easement Acquisition

Parcel No. 5314.1-61A-TEMP

A tract of unplatted land located in the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the Southwest corner of Lot Fifty (50), Block One (1), MEADOW CREEK ADDITION; thence northerly along the West line of said Lot Fifty (50), a distance of One Hundred Three and Thirty-eight Feet (103.38') to the point of beginning; thence N 84°48'43" W, a distance of Four Hundred Forty-seven and Seventeen Hundredths Feet (447.17'); thence N 04°25'35" W, a distance of Twenty-five and Thirty-five Hundredths Feet (25.35'); thence S 84°48'43" E, a distance of Four Hundred Forty-seven and Seventeen Hundredths Feet (447.17') to the West line of said Lot Fifty (50); thence southerly along the West line of said Lot Fifty (50), a distance of Twenty-five and Thirty-five Hundredths Feet (25.35') to the point of beginning. Said tract contains 0.256 acres, more or less.

Parcel No. 5314.1-61B-TEMP

That part of the Southeast Quarter (SE¼) of Section Thirty-five (35), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, the center line of which is described as follows:

A One Hundred Sixty Foot (160.00') wide strip of land for highway construction purposes together with a One Hundred Twenty Foot (120.00') wide strip of land for right-of-way centered over the following described centerline:

Commencing at the Southwest corner of said Southeast Quarter (SE¼); thence N 88°02'34" E along the South line of said Southeast Quarter (SE¼), for a distance of Two Hundred Twenty-one and Forty-seven Hundredths Feet (221.47'); thence N 04°25'38" W, parallel to the West line of said Southeast Quarter (SE¼), a distance of Two Hundred

Fifty-one and Eighty-four Hundredths Feet (251.84'), distant perpendicular to the West line of said Southeast Quarter (SE $\frac{1}{4}$) Two Hundred Twenty-one and Twenty-one Hundredths Feet, and the point of beginning of the center line to be described; thence N 04°25'38" parallel to said West line of the Southeast Quarter (SE $\frac{1}{4}$), a distance of Three Hundred Sixty-six and Four Hundredths Feet (366.04'); thence Northwesterly a distance of Six Hundred Seventy-eight and Thirteen Hundredths Feet (678.13') along a tangential curve concave to the Southwest having a radius of One Thousand Feet (1000.00') and a central angle of 38°51'14" to a point of intersection with said West line of the Southeast Quarter (SE $\frac{1}{4}$) and said center line there terminating, said termination point bears N 04°25'38" W along said West line of the Southeast Quarter (SE $\frac{1}{4}$), a distance of One Thousand Two Hundred Thirty-five and Ninety Hundredths Feet (1235.90') from the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$). The Southerly end of said strip is along the Northerly proposed Temporary Construction Easement (5314.1-61A-TEMP)/(5314.1-61C-TEMP) and the Westerly end of said strip is along said West line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35). Said tract contains 0.954 acres, more or less.

Parcel No. 5314.1-61C-TEMP

A tract of unplatted land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35), Township One Hundred Thirty-nine (139), Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$); thence northerly along the West line of said Southeast Quarter (SE $\frac{1}{4}$), at an assumed bearing N 04°26'04" W, a distance of Two Hundred Fifty-four and Forty Hundredths Feet (254.40') to the point of beginning; thence continuing North along the West line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of Twenty-five and Thirty-five Hundredths Feet (25.35'); thence S 84°48'43" E, a distance of One Hundred Sixty-three and Fifty-one Hundredths Feet (163.51'); thence S 04°25'35" E, a distance of Twenty-five and Thirty-five Hundredths Feet (25.35'); thence N 84°48'43" W, a distance of One Hundred Sixty-three and Fifty-one Hundredths Feet (163.51') to the point of beginning. Said tract contains 0.093 acres, more or less.

EXHIBIT "B"

1. HECTOR property in the Southwest Quarter (SW¹/₄) of Section 35, Township 139, Range 49, Cass County, North Dakota
2008: 91 acres
2009: 96 acres

2. FARGO SCHOOL DISTRICT property being acquired by Hector in the Southeast Quarter (SE¹/₄) of Section 34, Township 139, Range 49, Cass County North Dakota
35 acres



April 4, 2008

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

Dear Commissioners:

Accompanying for the City Commission review and approval is the purchase agreement with Sunset Memorial Gardens regarding right of way acquisition.

RECOMMENDED MOTION:

Approve purchase agreement for right of way acquisition with Sunset Memorial Gardens.

Please return original to me.

Respectfully submitted,

Ben Dow
Engineering Technician

BJD/jmg
Attachment

C: Gary Stewart
Mark Bittner

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of March, 2008, by and between, **SUNSET MEMORIAL GARDENS, INC.**, a nonprofit corporation, hereinafter "Seller" and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "Buyer".

WITNESSETH:

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

A tract of land located in Sunset Memorial Gardens in the West Half (W½) of the Southeast Quarter (SE¼), Section Thirty-six (36), Township One Hundred Thirty-nine North (T139N), Range Forty-nine West (R49W) of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the Southwest corner of said Southeast Quarter (SE¼); thence northerly along the West line of said Southeast Quarter (SE¼) at an assumed bearing N 04°24'02" W a distance of Thirty-two and Two Hundredths Feet (32.02') to the true point of beginning; continuing northerly along the West line of said Southeast Quarter (SE¼); thence N 04°24'02" W a distance of Nineteen and Two Hundredths Feet (19.02'); thence N 88°02'26" E a distance of One Hundred Forty-nine and Seventy-two Hundredths Feet (149.72'); thence N 85°29'54" E a distance of Two Hundred Fifty-nine and Twenty-seven Hundredths Feet (259.27'); thence N 88°02'26" E a distance of Four Hundred Twelve and Five Tenths Feet (412.5'); more or less to the West line of University Drive South; thence S 07°50'56" E a distance of Thirty and Ninety-two Hundredths Feet (30.92'); thence S 88°03'28" W a distance of Eight Hundred Twenty-three and Sixty Hundredths Feet (823.60') more or less to the true point of beginning. Said tract contains 0.505 acres, more or less.

WHEREAS, Buyer is compensating Seller for a Temporary Construction Easement and certain other factors constituting other damage to the subject property; and

WHEREAS, Buyer desires to purchase the property and pay Seller under the terms and conditions hereinafter stated.

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

1. Subject Matter. The subject matter of this agreement is the subject real estate hereinbefore described as well as other items of damage not directly related to land value discussed

herewith.

2. Purchase Price. The purchase price will be Eighty-five Thousand Three Hundred Five and 68/100 Dollars (\$85,305.68). In addition to the \$3.88 per square foot purchase price for the easement taken, Buyer is paying Seller separately for certain items of damage, costs to cure and an administrative settlement, said items being set forth hereinafter.

3. Payment and Purchase Price. The entire purchase price shall be payable in cash at closing. Payment of the other items, such as contributory value of trees, costs to cure and an administrative settlement will be handled by separate notations on the closing statement entered into at the time of closing.

4. Abstract and Title Assurance. Within fifteen days of approval by the Board of City Commissioners, Sell shall furnish Buyer with an updated abstract of title to the subject property evidencing marketable title in Seller.

5. Taxes and Special Assessments. Taxes and installments of special assessments, if any, for the year 2008, payable in 2009, shall be prorated to the date of closing. All prior years' taxes and installments of special assessments, if any, shall be paid by Seller. The balance of special assessments, if any, on the subject real estate, shall be paid by Buyer as part of this transaction.

6. Closing Date and Transfer of Possession. Closing of this transaction shall take place as soon as possible. Possession of the property shall be on or about the date of closing.

7. Liens and Encumbrances. The property shall be conveyed to Buyer free and clear of all liens and encumbrances except special assessments, and subject, however, to all easements or covenants of record, if any.

8. Title. Buyer wishes to take title as follows:

The City of Fargo, North Dakota
a municipal corporation

Conveyance of the subject property shall be by warranty deed in the usual form used in North Dakota. The Buyer will arrange preparation of the warranty deed, and pay the cost of the same.

9. Closing Costs. It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys fees and all other closing costs (except those listed in this agreement).

10. Contributory Value of Trees. There exists on the subject property trees affording, in part, a privacy screen along 52nd Avenue South. The parties have negotiated and agreed on a contributory value of said trees in the amount of Ten Thousand Seven Hundred One and 74/100 Dollars (\$10,701.74). Said amount will be paid under a separate closing statement entered into contemporaneously with the purchase of a permanent easement for street and utility purposes covered by this Purchase Agreement.

11. Temporary Construction Easement. In addition to the permanent easement, Buyer is paying to Seller the amount of \$.0388 per square foot for a temporary construction easement over part of the property adjoining the permanent easement. This amounts to 8,215 square feet at \$0.388 per square foot for a total of \$3,187.42. Buyer has already paid \$200.00 of that amount leaving owing Two Thousand Nine Hundred Eighty-seven and 42/100 Dollars (\$2,987.32). In addition to this amount, Buyer is also paying to Seller an administrative settlement for Sellers costs totaling Seven Thousand Eight Hundred Five and 16/100 Dollars (\$7,805.16).

12. Cost to Cure. The parties have negotiated and agreed upon an installation of privacy fence fronting 52nd Avenue South to provide privacy for the cemetery. The City will be paying this amount directly to the contractor installing the fencing. This will thus not be reflected in this Purchase Agreement.

13. Property Purchased "AS IS". The Buyer represents to the Seller that the property has been inspected by Buyer and that Buyer has been assured by means independent of the Seller or any agent of the Seller of the truth of all facts material to this contract and that the property as it is described in this contract is and has been purchased by the Buyer as a result of such inspection or investigation and not by or through any representations made by the Seller or by an agent of the Seller. The Buyer hereby expressly waives any and all claims for damages or for rescission or cancellation of this contract because of any representations by the Seller or any agent of the Seller other than such representation as may be contained in this contract. The Buyer further agrees that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this contract and no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to the property and that if any such representations have been made, they are wholly unauthorized and not binding on the Seller.

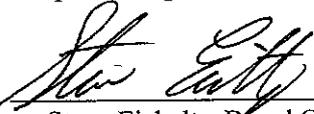
DATED the day and year as set forth above.

SELLER:

BUYER:

SUNSET MEMORIAL GARDENS, INC.,
a nonprofit corporation

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: 
Steve Eicholtz, Board Chairman

By: _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

April 17, 2008

(4)

Honorable Board of City of Fargo
Commissioners
City of Fargo
Fargo, North Dakota

Re: Riverwood Addition Shared Use Path Project Concept Report

Dear Commissioners:

I have attached the Project Concept Report (PCR) that I have prepared for the shared use path project that includes the construction of a path in the Riverwood Addition Area. The PCR has been written because Federal Transportation dollars are being used to finance a portion of the project. This project is included as part of the capital improvements in Fiscal Year 2008. The project will be funded with 80% federal funds and 20% City funds.

Recommended Motion

Approval of the Project Concept Report as written, as it will then be forwarded to the Federal Highway Administration for their review and approval.

Sincerely,



Jeremy M. Gorden, P.E.
Senior Engineer, Transportation

JMG/jmg
Attachment

Riverwood Addition Shared Use Path

Project No. TEU-8-984(106)109

Prepared for

City of Fargo Engineering Department

Principal Author: **Jeremy M. Gorden, P.E.**
April 2008

ND DOT Transportation Enhancement Project No.
TEU-8-984(106)109

City of Fargo Project 5691

Riverwood Addition Shared Use Path

CERTIFICATION

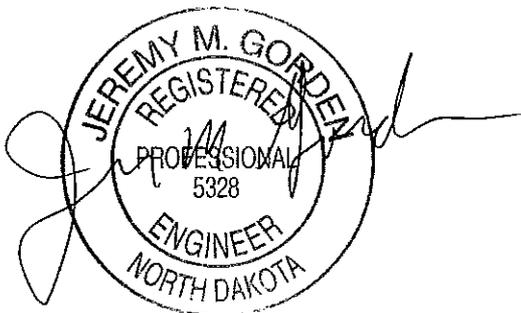
I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of North Dakota.



Jeremy M. Gorden, P.E.
North Dakota Reg. No. 5328

4-17-08

Date



**Transportation Enhancement Project
DECISION DOCUMENT**

**Riverwood Addition Shared Use Path
ND DOT Project #TEU-8-984(106)109
City of Fargo Project #5691**

Attached is the Project Concept Report for this project.

I. Decision Required – Riverwood Addition Shared Use Path

A. Should the Project as described in the attached Project Concept Report proceed?

X Yes _____ No

B. Comments:

1. Comments specific to the path along University Drive from Cass County Highway 20 to a Fargo Park District playground adjacent to County Road 31 and the Red River.

a) Project Specific

- 1) Shared Use Path will be 12' wide leading to the Fargo School District fields and 10' wide as it splits and makes its way to the Fargo Park District Playground adjacent to County Road 31.
- 2) Shared Use Path will be constructed with concrete.
- 3) Funding – Federal Transportation Enhancement dollars and City Share of Special Improvement funds will be used to pay for project.

Mr. Dennis Walaker
Mayor, City of Fargo

Date

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FIGURE 1 - Location of Riverwood Addition Shared Use Path

APPENDICES

1	AGENCY SOLICITATION AND COMMENTS RECEIVED
2	PUBLIC SOLICITATION AND COMMENTS RECEIVED
3	DETAILED COST ESTIMATE
4	CLASS III SURVEY REPORT

April 2008

I. INTRODUCTION

The purpose of this Project Concept Report (PCR) is to determine the type and location of a shared use path to best serve the residents of Fargo, particularly those that live near in the northern parts of Fargo, residents who are expected to be the primary users of the paths.

Bicycling provides popular transportation and recreational opportunities for people of all ages in the Fargo-Moorhead metropolitan area. Bicycling is an efficient, economical, and environmentally sound alternative mode of transportation compared to the automobile. The 2006 Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan includes the planned Riverwood Addition Shared Use Path.

A portion of this project will be funded with Federal Transportation Enhancement Funds. Therefore, this Project Concept Report will be reviewed by the North Dakota Department of Transportation (NDDOT) and the Federal Highway Administration (FHWA).

II. NEED

The proposed shared use path will run parallel to University Drive starting north of County Road 20 and will run over a mile to a Fargo Park District playground that is located off of County Road 31 and the Red River. Refer to Figure 1 for location of path.

The path will provide residential areas pedestrian and bicycle access to the playground as well as a Fargo School District practice football and soccer fields. This path will benefit all the area residents and the overall transportation system.

III. EXISTING CONDITIONS

The proposed path will run along University Drive where there is currently a plat of land that is used for farming. The Municipal Airport Authority owns the land that the entire shared use path will run upon. The zoning adjacent to the proposed path is single family housing and agricultural uses.

IV. PROPOSED ALTERNATIVES

1) Do Nothing

The “do nothing” alternative will not enhance transportation opportunities for alternate modes of travel in the developing northern areas of the city.

2) Build Alternative

This alternative would construct a 4" x 12' concrete shared use path up to the existing Fargo School District fields and then split two ways, each way being 4" x 10' wide. This alternative would connect to the existing trail near Cass County Road 20 on its southern end and would connect to a Fargo Park District playground on its northern end.

The City of Fargo will be responsible for the preliminary engineering, design, construction engineering, and administration. The Fargo Park District will assume maintenance responsibility after construction.

V. RIGHT-OF-WAY

The right-of-way needed for the construction of the "Build Alternative" is within an easement agreement that the City of Fargo will have with the Municipal Airport Authority.

VI. ENVIRONMENTAL IMPACTS

A. Land Use

The land use adjacent to the corridor is residential and agricultural. This project is compatible to all adjacent land uses.

B. Farm Lands

This project will be constructed within existing public rights of way; however, the path will be constructed over a portion of where the Municipal Airport Authority leases its land for farming.

C. Social

Positive social impacts should come from this project due to the improved level of safety and convenience the project will provide to the surrounding land uses and shared use path uses.

D. Economic

This project will provide a positive economic impact because the project will be bid, thereby creating work for contractors and suppliers.

E. Relocation

No relocations will be required.

F. Wetlands

No filling will occur in any wet lands.

G. Flood Plain

The build part of this project will not be located within the FEMA floodway, but will its northern portions will be located within the 100-year flood plain. The portions of the path that will lay north of the school district fields will be inundated when the Red River hits flood stage 35.5'. For comparison, the 1997 Red River flood hit flood stage 39.57.'

H. Threatened or Endangered Species

There are no threatened or endangered species in the project area.

I. Cultural Resources

A Class III Cultural Resource Inventory has been completed in the project area. Please see Appendix 4 for the report.

J. Hazardous Waste

There are no hazardous waste sites in the project area.

VII. PUBLIC INPUT

Following is a summary of agency and public input activities associated with this project:

July 28, 2006	Initial Solicitation of Agency views
April 29 & May 6, 2007	Notice of Public Input Meeting #1 published in the <u>Forum</u>
May 8, 2007	Public Input Meeting #1
November 4 & 11, 2008	Notice of Public Input #2 Meeting published in the <u>Forum</u>
November 20, 2007	Public Input Meeting #2
April 21, 2008	Fargo City Commission Review

VIII. COMMENTS RECEIVED

- A. L. David Glatt, P.E., Chief, Environmental Health Section, ND Department of Health (Exhibit A in Appendix 1)

Comments

- 1) All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.
- 2) Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body.

- 3) Projects disturbing one or more acres are required to have a permit to discharge storm water runoff until the site is stabilized by the reestablishment of vegetation or other permanent cover.
- 4) Noise from construction activities may have adverse effects on persons who live near the construction area.

Responses

- 1) Dust should not be an issue with proposed project, but if complaints arise, they will be dealt with accordingly.
 - 2) The City of Fargo requires contractors to have an erosion control plan for the project.
 - 3) A permit will be necessary and will be obtained by the contractor with the low bid.
 - 4) Construction activities will only be allowed from 7am to 7pm.
- B. Justin Kristan – Regional Bicycle and Pedestrian Coordinator, Fargo-Moorhead Metro Council of Governments (Exhibit B in Appendix 1)

Comments

- 1) The preservation of trees and rare or protected plant species could provide valuable interpretive sites for path users.
- 2) The placement of the path in such a way as to allow views of the river from the path also have a positive effect on user attitudes toward the path.

Responses

- 1) No trees will be affected by the construction.
 - 2) Placement of the path on its north end will be along the bluff of the Red River and will have opportunities for viewing the river.
- C. Bob Christensen – Archaeologist, ND DOT Design (Exhibit C in Appendix 1)

Comment: Recommends performing a Class III Cultural Resource Inventory for the shared use path.

Response: A Class III Cultural Resource Inventory has been completed in the project area and is located in Appendix 4.

- D. Jeffery K. Towner – Field Supervisor, North Dakota Field Office, US Department of the Interior, Fish and Wildlife Service (Exhibit D in Appendix 1)

Comments:

- 1) The Service recommends that the project be designed to minimize impacts to the Red River and its riparian woodland corridor by maintaining the existing drainage patterns and culvert elevations, and avoiding the clearing of trees and shrubs to the full extent possible. We also recommend avoiding the placement of fill material in the river channel or forested areas.
- 2) A project erosion control plan be developed and implemented to minimize soil loss.
- 3) All grassland areas disturbed during construction be reseeded with a mixture of native grasses.
- 4) The unavoidable loss of trees and shrubs be replaced on a 2:1 basis. We recommend that tree planting be established along the Red River riparian corridor to compliment existing wooded areas or at locations where the forest community has been cleared and a vegetative buffer can be re-established.

Responses:

- 1) There will be no impacts to the Red River and its riparian woodland, and all existing drainage patterns will be maintained. Also, no trees will be affected by the construction.
- 2) An erosion control plan will be required for the contractor prior to the beginning of construction.
- 3) Comment noted.
- 4) There will be no loss of shrubs or trees with the project.

IX. DISCUSSION OF ALTERNATIVES

Both alternatives have been reviewed and analyzed by the City of Fargo. The following list of advantages and disadvantages were developed for the alternatives:

- 1) Do Nothing

Advantages:

- a) None were noted.

Disadvantages:

- a) The area will be missing an important connection to the existing paths in the area. Transportation opportunities for alternate modes of travel in the developing northern areas of the city would not be enhanced.

2) Build Alternative

Advantages:

- a) This project will provide continuity between existing trails south of Cass County Road 20 and the Red River.
- b) This project will add to the bike trail system in north Fargo that provides an alternate means of transportation, especially for elementary and middle school age groups.

Disadvantages:

- a) Temporary noise and dust emissions during construction.

X. DETAILED COST ESTIMATE

The proposed construction cost plus a 10% contingency of the concrete shared use path is estimated to cost **\$338,368.80**. The breakdown of the total costs are presented in Appendix 3.

XI. SCHEDULE

Public Input Meetings	May 8 and November 20, 2007
Fargo City Commission Review	April 21, 2008
Project Concept Report Submittal	April 22, 2008
PS&E Review	Week of May 5, 2008
Plans Complete	May 23, 2008
Bid Opening (City of Fargo Bid Opening)	June 11, 2008
Completion Date	September 1, 2008

XII. RECOMMENDATIONS

Based on the information presented in the previous sections, the City of Fargo recommends the construction of the Shared Use Path for the following reasons:

- 1) This project will provide continuity between existing trails south of Cass County Road 20 and the Red River.
- 2) This project will add to the bike trail system in north Fargo that provides an alternate means of transportation, especially for elementary and middle school age groups.

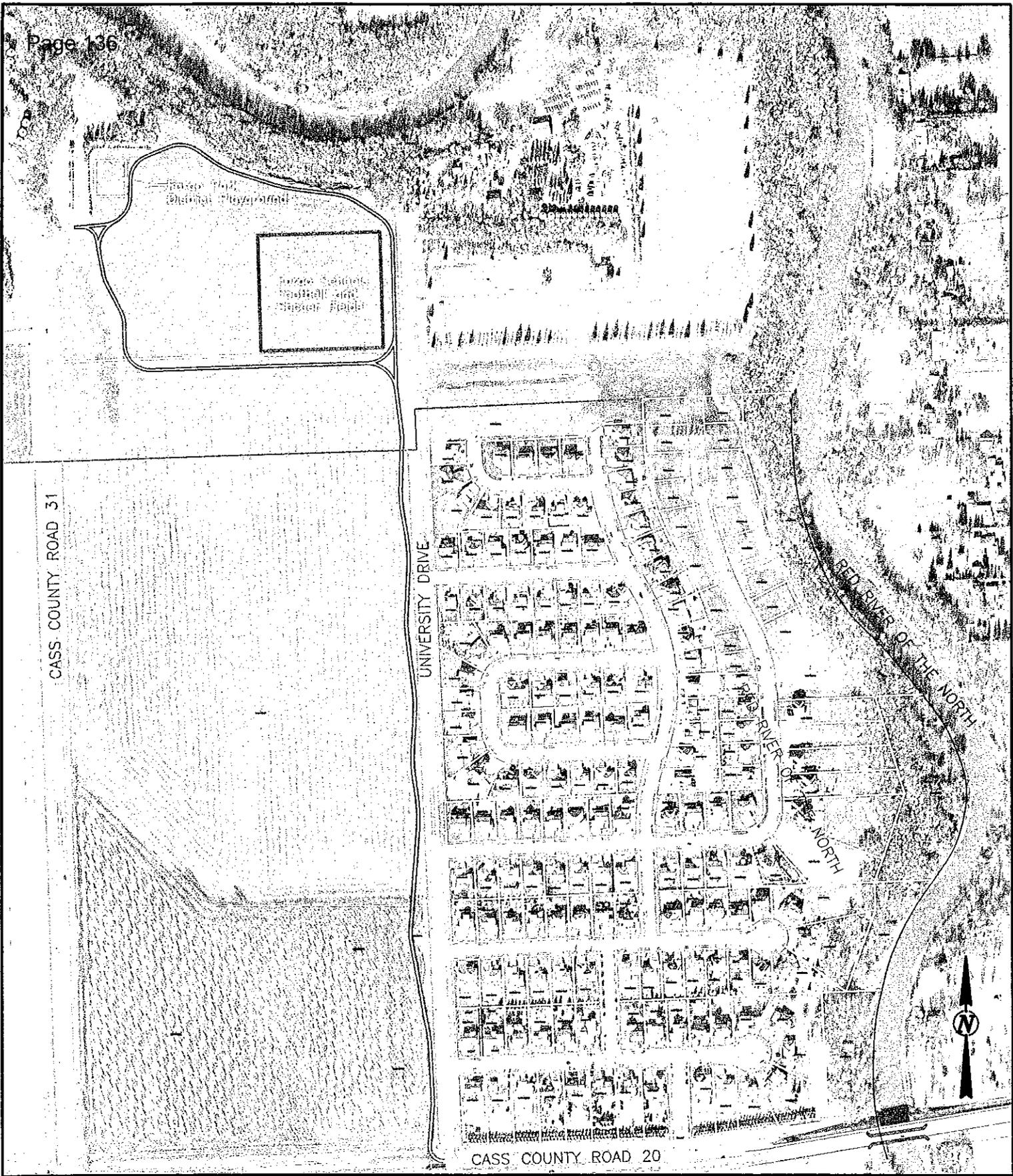


FIGURE 1

CITY OF FARGO IMPROVEMENT DIST. 5691
NDDOT PROJECT TEU-8-984(106)109

..... PROPOSED NEW
- - - - - SHARED USE PATH



APPENDIX 1

AGENCY SOLICITATION and COMMENTS RECEIVED



August 11, 2006

Mr. Jeremy M. Gorden, P.E.
Senior Engineer - Transportation
City of Fargo, Engineering Department
200 3rd Street North
Fargo, ND 58102

Re: Riverwood Addition Shared Use Path,
City of Fargo Project #5691, Cass County

Dear Mr. Gorden:

This department has reviewed the information concerning the above-referenced project submitted under date of July 28,2006, with respect to possible environmental impacts.

This department believes that environmental impacts from the proposed construction will be minor and can be controlled by proper construction methods. With respect to construction, we have the following comments:

1. All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.
2. Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of stream beds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance, and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction are attached.
3. Projects disturbing one or more acres are required to have a permit to discharge storm water runoff until the site is stabilized by the reestablishment of vegetation or other permanent cover. Further information on the storm water permit may be obtained from the Department's website or by calling the Division of Water Quality (701-328-5210). Also, cities may impose additional requirements and/or specific best management practices for construction affecting their storm drainage system. Check with the local officials to be sure any local storm water management considerations are addressed.

Mr. Jeremy M. Gorden

2.

August 11, 2006

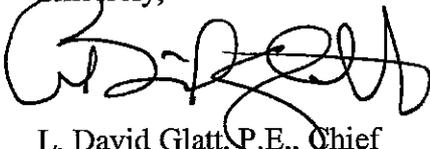
4. Noise from construction activities may have adverse effects on persons who live near the construction area. Noise levels can be minimized by ensuring that construction equipment is equipped with a recommended muffler in good working order. Noise effects can also be minimized by ensuring that construction activities are not conducted during early morning or late evening hours.

The department owns no land in or adjacent to the proposed improvements, nor does it have any projects scheduled in the area. In addition, we believe the proposed activities are consistent with the State Implementation Plan for the Control of Air Pollution for the State of North Dakota.

These comments are based on the information provided about the project in the above-referenced submittal. The U.S. Army Corps of Engineers may require a water quality certification from this department for the project if the project is subject to their Section 404 permitting process. Any additional information which may be required by the U.S. Army Corps of Engineers under the process will be considered by this department in our determination regarding the issuance of such a certification.

If you have any questions regarding our comments, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "L. David Glatt". The signature is stylized and somewhat cursive.

L. David Glatt, P.E., Chief
Environmental Health Section

LDG:cc
Attach.



Construction and Environmental Disturbance Requirements

These represent the minimum requirements of the North Dakota Department of Health. They ensure that minimal environmental degradation occurs as a result of construction or related work which has the potential to affect the waters of the State of North Dakota. All projects will be designed and implemented to restrict the losses or disturbances of soil, vegetative cover, and pollutants (chemical or biological) from a site.

Soils

Prevent the erosion of exposed soil surfaces and trapping sediments being transported. Examples include, but are not restricted to, sediment dams or berms, diversion dikes, hay bales as erosion checks, riprap, mesh or burlap blankets to hold soil during construction, and immediately establishing vegetative cover on disturbed areas after construction is completed. Fragile and sensitive areas such as wetlands, riparian zones, delicate flora, or land resources will be protected against compaction, vegetation loss, and unnecessary damage.

Surface Waters

All construction which directly or indirectly impacts aquatic systems will be managed to minimize impacts. All attempts will be made to prevent the contamination of water at construction sites from fuel spillage, lubricants, and chemicals, by following safe storage and handling procedures. Stream bank and stream bed disturbances will be controlled to minimize and/or prevent silt movement, nutrient upsurges, plant dislocation, and any physical, chemical, or biological disruption. The use of pesticides or herbicides in or near these systems is forbidden without approval from this Department.

Fill Material

Any fill material placed below the high water mark must be free of top soils, decomposable materials, and persistent synthetic organic compounds (in toxic concentrations). This includes, but is not limited to, asphalt, tires, treated lumber, and construction debris. The Department may require testing of fill materials. All temporary fills must be removed. Debris and solid wastes will be removed from the site and the impacted areas restored as nearly as possible to the original condition.

**Fargo-Moorhead Metropolitan Council of Governments**

701.232.3242 • FAX 701.232.5043 • Case Plaza Suite 232 • One 2nd Street North • Fargo, North Dakota 58102-4807

Email: metrocog@fmmetrocog.org

<http://www.fmmetrocog.org>

August 23, 2006

Jeremy M. Gorden, P.E.
Senior Engineer-Transportation
City of Fargo Engineering
200 North 3rd St
Fargo, ND 58102

Dear Jeremy,

This letter is in response to your solicitation of views and comments about the upcoming development of the Riverwood Addition Shared Use Path.

This project is listed in the Metropolitan Bicycle and Pedestrian Plan as a short-range project (2005-2010). It is also listed in the 2007-2010 Fargo-Moorhead Transportation Improvement Program and the 2004 – 2030 Short and Long Range Transportation Plan (amended March 2005).

Two potential areas of concern are: the preservation of trees and rare or protected plant species and the aesthetics of the path. Placement of the path could allow for the preservation of trees and the creation of a canopy that provides shade for users of the path. Areas that have rare species of plants (if there are any) could provide valuable interpretive sites for path users. Placement of the path in such a way as to allow views of the river from the path could also have a positive effect on user attitudes toward the path.

Please see *Guide for the Development of Bicycle Facilities, AASHTO, 1999* for further details.

If you have any questions or comments, please do not hesitate to contact me at 701-232-3242 ext. 36

Sincerely,

A handwritten signature in black ink that reads "Justin P. Kristan". The signature is fluid and cursive, with a large loop at the end.

Justin Kristan,
Regional Bicycle and Pedestrian Coordinator

JK/j



North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

January 14, 2008

Jeremy M. Gorden
City of Fargo
200 3rd St N
Fargo ND 58102

Project #: TEU-8-984(106)109 Riverwood Addition Shared Use Path
PCN : 16669
SHPO #: 06-0976
CULTURAL RESOURCE STATUS.

I recommend a Class III Cultural Resource Inventory of the project area prior to construction. The revised route is adjacent to two known archaeological sites. If you have any questions regarding this determination, or if any changes in the project develop, please contact me at 701-328-4539.

A large, stylized handwritten signature in black ink, appearing to read "RCC Christensen".

BOB CHRISTENSEN, ARCHAEOLOGIST, DESIGN

c: Dave Leftwich (Local Government Division)
Susan Quinnell (SHPO)

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

January 7, 2008

Mr. Bob Christensen, Archaeologist
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

Re: Riverwood Addition Shared Use Path
ND DOT Project #TEU-8-984(106)109
City of Fargo Project #5691

Dear Mr. Christensen:

I had corresponded with you back in the summer of 2006 regarding a shared use path that was going to be constructed in Fargo along the Red River north of County Road 20 that would have been about 1.5 miles in length and would have ended at a Fargo Park District playground. The alignment for that shared use path has changed and will now be adjacent to University Drive north of County Road 20 but it will still terminate at the playground.

I had Beaver Creek Archeology perform a Class III Cultural Resource Inventory along the river bank, but that is no longer where the alignment will be. The new alignment will run entirely through a plowed field that has been farmed for years parallel to University Drive.

I have attached a revised NDDOT Project Information – Cultural Resources form, as well as a new project location map.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Sections 102(2)(D)(IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any property which your department may own or have an interest in and which would be adjacent to the proposed improvement. We would also appreciate being made aware of any proposed developments your department may be contemplating in the areas under consideration for the proposed improvement. Any information that might help us in our studies would be appreciated.

Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a "categorical exclusion" or whether an "Environmental Assessment" or a "Draft Environmental Impact Statement" will be prepared.

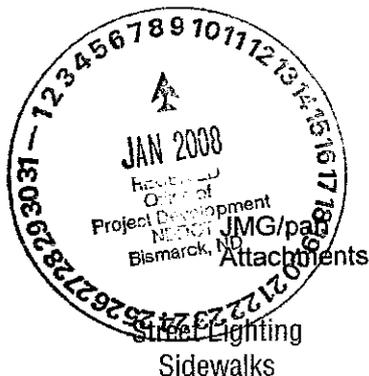
It is requested that any comments or information be forwarded to our office on or before February 1, 2008. If no reply is received by this date, it will be assumed that you have no comment on this project.

If further information is desired regarding the proposed improvement, you may call me at 701-241-1545 in Fargo, North Dakota.

Sincerely,



Jeremy M. Gorden, P.E.
Senior Engineer – Transportation



Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations





United States Department of the Interior

FISH AND WILDLIFE SERVICE

Ecological Services
3425 Miriam Avenue
Bismarck, North Dakota 58501



AUG 22 2006

Mr. Jeremy M. Gordon, P.E.
City of Fargo - Engineering Department
200 3rd Street North
Fargo, North Dakota 58102

Re: Riverwood Addition Shared Use Path
NDDOT Project No. TEU-8-984(106)109
City of Fargo Project No. 5691

Dear Mr. Gordon:

The U.S. Fish and Wildlife Service (Service) has reviewed your letter of July 28, 2006, concerning the City of Fargo's plans to construct a shared use path paralleling the Red River of the North. The path will run from County Road 20 north and then west to a park adjacent to the river. The park along the river is located just east of County Road 31. We offer the following comments in accordance with the provisions of the Endangered Species Act (16 U.S.C. 1531 et seq.) and Executive Order 11990 concerning the protection of wetlands.

The Red River of the North has been designated as one of North Dakota's highest-priority fishery resources. The river channel provides the needed habitat to support a high quality sport fishery for channel catfish, northern pike, walleye, and sauger. The Red River also supports a substantial forage fishery. Aerial photography for the project area indicates that considerable development has recently occurred in this area as the City of Fargo continues to expand. The remaining riparian woodland habitat paralleling the river provides some of the best remaining habitat for resident wildlife, such as wild turkeys, mink and chickadees, and a wide variety of migratory birds including mourning doves, red-headed woodpeckers, and wood ducks.

The green ash, box elder, and American elm forest along the Red River is important to fishery resources. The forest canopy shades the river channel and provides an effective buffer that helps to maintain water quality in the river channel by absorbing contaminants. The Service recommends that the project be designed to minimize impacts to the Red River and its riparian woodland corridor by maintaining the existing drainage patterns and culvert elevations, and avoiding the clearing of trees and shrubs to the full extent possible. We also recommend avoiding the placement of fill material in the river channel or forested areas. If impacts to aquatic and woodland resources cannot be avoided, a mitigation plan will need to be developed to offset project losses. Please provide this office with a copy of impact assessment and mitigation plan if this project results in the unavoidable impacts.

To further reduce environmental impacts associate with project construction, we recommend that:

1. A project erosion control plan be developed and implemented to minimize soil loss.
2. All grassland areas disturbed during construction be reseeded with a mixture of native grasses.
3. The unavoidable loss of trees and shrubs be replaced on a 2:1 basis. We recommend that tree plantings be established along the Red River riparian corridor to compliment existing wooded areas or at locations where the forest community has been cleared and a vegetative buffer can be re-established.

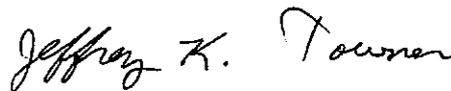
The Service has no property interests or proposed developments adjacent to the project area.

A list of federally endangered, threatened, and candidate species that have been documented in Cass County is enclosed. This list fulfills the requirements of the Fish and Wildlife Service under Section 7 of the Endangered Species Act.

If a Federal agency authorizes, funds, or carries out a proposed action, the responsible Federal agency, or its delegated agent, is required to evaluate whether the proposed action “may affect” listed species. If it is determined that the action “may affect” a listed species, then the responsible agency shall request formal section 7 consultation with this office. If the evaluation indicates that there will be “no affect” to listed species, further consultation is not necessary. At this time, we are not aware of any listed species in the project area.

The Service has no objection to the proposed project provided the recommendations in this letter are incorporated into the project plan. Thank you for the opportunity to provide comments on the City of Fargo’s plans to construct a shared use path. If additional information is required, please contact Bill Bicknell of my staff, or contact me directly, at (701) 250-4481 or at the letterhead address.

Sincerely,



Jeffrey K. Towner
Field Supervisor
North Dakota Field Office

Enclosure

cc: Wetland Manager, Valley City WMD
Director, ND Game and Fish Dept., Bismarck
(Attn: Mike McKenna)

FEDERAL THREATENED AND ENDANGERED SPECIES
FOUND IN CASS COUNTY
NORTH DAKOTA
August 2006

ENDANGERED SPECIES

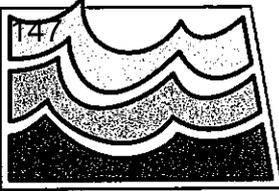
Mammals

Gray wolf (Canis lupus): Occasional visitor in North Dakota. Most frequently observed in the Turtle Mountains area.

THREATENED SPECIES

Birds

Bald eagle (Haliaeetus leucocephalus): Migrates spring and fall statewide but primarily along the major river courses. It concentrates along the Missouri River during winter and is known to nest in the floodplain forest.



North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850 • 701-328-2750
TDD 701-328-2750 • FAX 701-328-3696 • INTERNET: <http://www.swc.state.nd.us/>

August 30, 2006

Jeremy Gorden
City of Fargo
Engineering Department
200 3rd Street N
Fargo, ND 58102

Dear Mr. Gorden:

This is in response to your request for review of environmental impacts associated with the Riverwood Addition Shared Use Path, ND DOT Project #TEU-8-984(106)109, City of Fargo, Project #5691.

The proposed project has been reviewed by State Water Commission staff and the following comments are provided:

- The attached partial copy of Fargo's Flood Insurance Rate Map dated September 4, 2002 depicts the Red River regulatory floodway. The community responsible for permitting shall notify the state engineer of the proposed use prior to construction in the regulatory floodway. The state engineer shall determine whether a functioning hydraulic model is needed to measure the effect of the proposed use. Section 61-16.2-14 of North Dakota Century Code reads as follows:

State engineer review of development in regulatory floodways – Exceptions. Before issuing a permit or authorization to allow a use in a regulatory floodway, the community responsible for permitting or authorizing such use shall notify the state engineer of the proposed use. The state engineer shall determine whether a functioning hydraulic model is needed to measure the effect of the proposed use. Upon the request of the state engineer, the community shall submit to the state engineer for review all technical documentation, including a functioning hydraulic model and other technical information needed for the state engineer's review to analyze the proposed use and to identify its proposed impact. The state engineer shall complete the state engineer's review within thirty days after receiving the technical documentation. Upon completion of the state engineer's review, the state engineer shall notify the community whether the proposed use is in compliance with state and federal law. A community may apply to the state engineer for an exemption on a case-by-case basis from this section. The state engineer may grant the exemption if the state engineer determines that the community, by using its own technical review, can determine if the proposed use is in compliance with state and federal law.

The City of Fargo must apply for a floodplain development permit prior to construction to: April Walker, Floodplain Engineer, City of Fargo, 200 N 3rd Street, Fargo, ND 58102, 701-241-1544.

- All waste material associated with the project must be disposed of properly and not placed in identified floodway areas.

- No sole-source aquifers have been designated in ND.

There are no other concerns associated with this project that affect State Water Commission or State Engineer regulatory responsibilities.

Thank you for the opportunity to provide review comments. If you have any questions, please call me at 328-4969.

Sincerely,

A handwritten signature in cursive script, appearing to read "Larry Knudtson".

Larry Knudtson
Research Analyst

LJK:ds/1570

ZONE X

THE NORTH

ZONE AE

City of North River
AREA NOT INCLUDED

ZONE X

ZONE X

ZONE X

ZONE X

ZONE X

ZONE AE

ZONE X

892

892

892

ZONE X

EXTRATERRITORIAL LIMITS

ZONE X

ZONE AE

ZONE X

ZONE X

ZONE X

CLAY COUNTY

ZONE AE

ZONE X

ZONE AI

CORPORATE LIMITS

COUNTY ROAD NO. 31

20

RM3

ZONE X

ZONE X

ZONE X

STREET NORTH

D

D

CLAY COUNTY



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
SIBLEY SQUARE AT MEARS PARK
190 FIFTH STREET EAST, SUITE 401
ST. PAUL MN 55101-1638

August 28, 2006

Planning, Programs and Project Management Division
Project Management and Development Branch

SUBJECT: Riverwood Addition Shared Use Path, ND DOT Project #TEU—8-984(106)109,
City of Fargo Project #5691

Mr. Jeremy M. Gorden, P.E.
Senior Engineer - Transportation
Engineering Department
City of Fargo
200 Third Street North
Fargo, North Dakota 58102

Dear Mr. Gorden:

We are responding to your July 28, 2006, letter regarding a shared use path improvement project in the Riverwood Addition, Fargo, North Dakota.

The proposed path improvement would not affect any Corps of Engineers existing or proposed projects at Fargo.

Although this project is located within the St. Paul District's civil works boundaries, the project area is within the Omaha District's Regulatory jurisdiction. We note that your letter has already been forwarded to Mr. Daniel Cimarosti of the Bismarck Regulatory Office, Corps of Engineers. You should continue to coordinate with Mr. Cimarosti on any regulatory issues.

Sincerely,

Russel K. Snyder
Chief, Project Management
and Development Branch



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Great Plains Regional Office
115 Fourth Avenue S.E.
Aberdeen, South Dakota 57401



IN REPLY REFER TO:
DESCRM
MC-208

AUG 25 2006

Jeremy M. Gorden, P.E.
City of Fargo Engineering Department.
200 3rd Street North
Fargo, North Dakota 58102

Dear Mr. Gorden:

We received your letter regarding the proposed Riverwood addition shared use path in Fargo, North Dakota. We have considered the potential for both environmental damage and impacts to archeological and Native American religious sites on lands held in trust by the Bureau of Indian Affairs, Great Plains Region. You should be aware, however, that tribes or tribal members may have lands in fee status near the site of interest. These lands would not necessarily be in our databases, and the tribes should be contacted directly to be sure all concerns are recognized. The action considered has the following notification date and project location:

- July 28, 2006 Riverwood Addition Shared Use Path, Fargo, North Dakota,
Project Number TEU-8-984(106)109, City of Fargo Project #5691

We have no environmental objections to this action, as long as the project complies with all pertinent laws and regulations. Questions regarding environmental opinions and conditions can be addressed to Marilyn Bercier, NEPA Coordinator, at (605) 226-7656.

We also find that the listed action will not affect cultural resources on tribal or individual landholdings for which we are responsible. Methodologies for the treatment of cultural resources now known or yet to be discovered – particularly human remains – must nevertheless utilize the best available science in accordance with provisions of the Native American Graves Protection and Repatriation Act, the Archaeological Resources Protection Act of 1979 (as amended), and all other pertinent legislation and implementing regulations. Archeological concerns can be addressed to Dr. Carson Murdy, Archeologist, at (605) 226-7656.

Sincerely,

Allice A. Harwood
ACTING Regional Director

cc: Regional Fiduciary Trust Administrator, Office of Special Trustee



John Hoeven, Governor
Douglass A. Prchal, Director

1600 East Century Avenue, Suite 3
Bismarck, ND 58503-0649
Phone 701-328-5357
Fax 701-328-5363
E-mail parkrec@nd.gov
www.parkrec.nd.gov

August 24, 2006

Jeremy M. Gorden
City of Fargo Engineering Dept.
200 3rd Street North
Fargo, ND 58102

Re: Riverwood Addition Shared Use Path
NDDOT Project #TEU-8-984(106)109
City of Fargo Project #5691

Dear Mr. Gorden:

The North Dakota Parks and Recreation Department (NDPRD) has reviewed the above referenced project proposal to make improvements to a shared use path located in Section 18, T140N, R48W; and Section 13, T140N, R49W, Cass County.

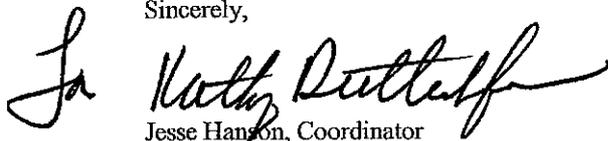
Our agency scope of authority and expertise covers recreation and biological resources (in particular rare plants and ecological communities). The project as defined does not affect state park lands that we manage. We do have some concerns regarding Land and Water Conservation Fund sites within the project area. Parks in the Fargo park system have received assistance from the federal Land and Water Conservation Funds and are under protection of section 6(f) of the LWCF Act. Any property taken from within the 6f boundaries of these areas must be replaced with property of equal market value. Any additions to these recreation areas must be approved by the North Dakota Parks and Recreation Department. The addition of utilities through these properties is allowed unless actual additional right-of-way is needed from within the park boundaries.

The North Dakota Natural Heritage Inventory has records indicating the presence of several occurrences within or adjacent to the project area including: *Geranium maculatum* (wild geranium), *Quadrula quadrula* (mapleleaf mussel), and *Dryocopus pileatus* (pileated woodpecker). Please see attached spreadsheet and map for more specific information on these species. We defer further comments regarding *Dryocopus pileatus* and *Quadrula quadrula* to the North Dakota Game and Fish Department and the United States Fish and Wildlife Service.

The NDPRD recommends that the project be accomplished with minimal impacts and that all efforts be made to ensure that critical habitats not be disturbed in the project area to help secure rare species conservation in North Dakota. Regarding any reclamation efforts, we recommend that any impacted areas be revegetated with species native to the project area.

Thank you for the opportunity to comment on this project. Please contact Kathy Duttonhefner (701-328-5370 or kgduttonhefner@nd.gov) of our staff if additional information is needed.

Sincerely,


Jesse Hanson, Coordinator
Planning and Natural Resources Division

R.USNDNHI*1705

.....
Play in our backyard!

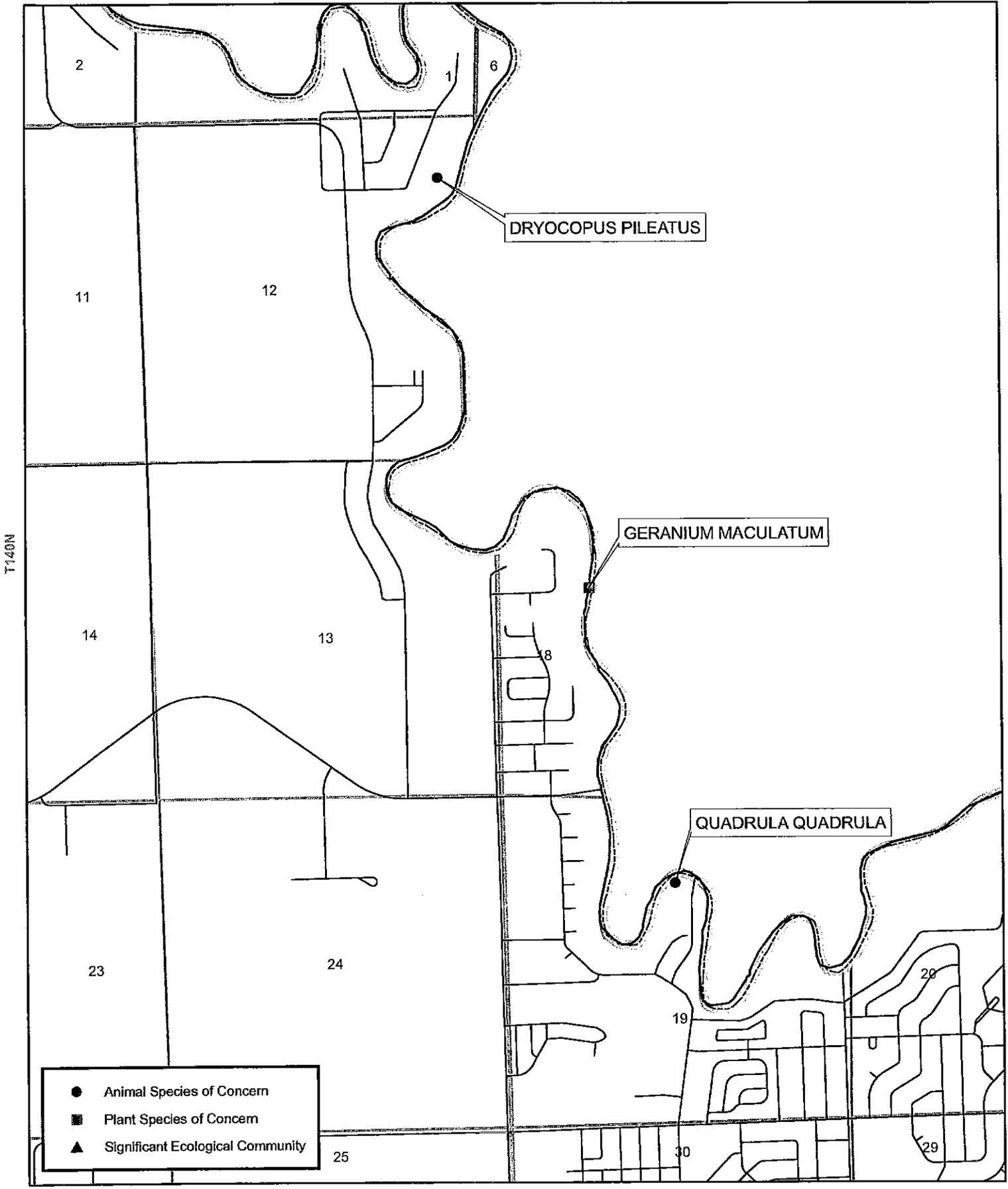
North Dakota Natural Heritage Inventory
 Species of Concern and Significant Ecological Communities

State Scientific Name	State Common Name	Township & Range	Section	TRS Notes	State Rank	Global Rank	Federal Status	Last Observation
GERANIUM MACULATUM	WILD GERANIUM	140N048W	18		SH	G5		1970-06-12
QUADRULA QUADRULA	MAPLELEAF MUSSEL	140N048W	19	NE4NW4	S3	G5		1966
DRYOCOPIUS PILEATUS	PILEATED WOODPECKER	140N049W	12		S3	G5		1972

North Dakota Natural Heritage Inventory Biological and Conservation Data Disclaimer

The quantity and quality of data collected by the North Dakota Natural Heritage Inventory are dependent on the research and observations of many individuals and organizations. In most cases, this information is not the result of comprehensive or site-specific field surveys; many natural areas in North Dakota have never been thoroughly surveyed, and new species are still being discovered. For these reasons, the Natural Heritage Inventory cannot provide a definite statement on the presence, absence, or condition of biological elements in any part of North Dakota. Natural Heritage data summarize the existing information known at the time of the request. Our data are continually upgraded and information is continually being added to the database. This data should never be regarded as final statements on the elements or areas that are being considered, nor should they be substituted for on-site surveys.

North Dakota Natural Heritage Inventory Species of Concern and Significant Ecological Communities



R49W

R48W



DEPARTMENT OF THE AIR FORCE
319TH CIVIL ENGINEER SQUADRON
GRAND FORKS AIR FORCE BASE, NORTH DAKOTA

AUG 22 2006

Wayne A. Koop
525 Tuskegee Airmen Blvd
Grand Forks AFB ND 58205-6434

City of Fargo
Attn: Jeremy M. Gordon, P.E. Senior Engineer
200 3rd Street North
Fargo, ND 58102

Dear Mr. Gordon,

Your letter dated 28 July 2006 concerning project # TEU-8-984(106)109 path improvement project that will run north from Co. Rd, 20, parallel to the Red River and continue north 1.5 miles to a park adjacent to the river and located east of Co. rd. 31 has been reviewed with our Environmental Management and Real Estate Offices. We have found that Grand Forks AFB owns no property in or adjacent to the proposed project area and have no pertinent information or comments to contribute to your environmental assessment. Thank you for bringing this matter to our attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne A. Koop".

WAYNE A. KOOP, R.E.M.
Environmental Management Flight Chief



Natural Resources Conservation Service
P.O. Box 1458
Bismarck, ND 58502-1458

August 18, 2006

Jeremy Gorden
City of Fargo
200 3rd Street North
Fargo, ND 58102

RE: Riverwood Addition Shared Use Path, ND DOT Project #TEU-8-984(106)109, City of Fargo Project #5691

Dear Mr. Gorden:

The Natural Resources Conservation Service (NRCS) has reviewed your letter regarding the referenced activity.

NRCS has a major responsibility with the Farmland Protection Policy Act (FPPA) in documenting conversion of farmland (i.e., prime, statewide, and local importance) to non-agricultural use. Your proposed project is within the city limits where FPPA does not apply; therefore, no further action is needed.

Thank you for the opportunity to review and comment on this project. Should you require additional information pertaining to FPPA, please contact Steve Sieler, State Soil Liaison, at (701) 530-2019.

Sincerely,

A handwritten signature in black ink, appearing to read "J.R. Flores".

J.R. FLORES
State Conservationist

ACTING

cc:
Earl Erickson, DC, NRCS, Fargo, ND
Michael Collins, ASTC (FO), NRCS, Jamestown, ND



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
106 SOUTH 15TH STREET
OMAHA NE 68102-1618

August 14, 2006

Planning, Programs, and Project Management Division

Mr. Jeremy Gorden
Engineering Department
200 3rd Street North
Fargo, North Dakota 58102

Dear Mr. Gorden:

The request for comments regarding the proposed Riverwood Addition Shared Use Path, ND DOT Project #TEU-8-984(106)109, in your letter dated July 28, 2006, is outside of the United States Army Corps of Engineers, Omaha District's civil works boundaries but within our regulatory boundaries. Your request for comments has been forwarded to the St. Paul District at the following address:

U.S. Army Corps of Engineers, St. Paul District
Attention: CEMVP-PM-B
Sibley Square at Mears Park
190 Fifth Street East, Suite 401
St. Paul, Minnesota 55101-1638

If construction activities involve any work in waters of the United States, a Section 404 permit may be required. For a detailed review of permit requirements, preliminary and final project plans should be sent to:

Mr. Daniel Cimarosti
U.S. Army Corps of Engineers
Bismarck Regulatory Office
1513 South 12th Street
Bismarck, North Dakota 58504

If you have any questions, please contact Ms. Kristine Nemeck at (402) 221-4628.

Sincerely,


for Larry D. Janis, Chief
Environmental, Economics and
Cultural Resources Section
Planning Branch



Cass County Electric Cooperative

Your Touchstone Energy® Partner 

August 4, 2006

Mr. Jeremy Gorden
Engineering Department
200 3rd St. N
Fargo, ND 58102

Re: Riverwood Shared Use Path

Dear Mr. Gorden:

I have reviewed the plan as requested, the only plant in path area runs from County Road #31 to Arnold Larson Farm along North end of the project. As long as there are no large cuts or landscape changes, there should be no impact to our underground facilities. We have no immediate plans for any additional plant along this area.

If you have any questions please call me 356-4467 or 238-9074.

Sincerely,



Kenn Haugen
Distribution System Designer

Jeremy Gorden

From: Miller, Kenneth [Ken.Miller@oneok.com]
Sent: Friday, August 04, 2006 11:07 AM
To: Jeremy Gorden
Cc: Roth, Sandra M.; Aipperspach, Derall G.; Oistad, David F.; Rice, Randy K.; Bellefeuille, Ronald W.; Jimenez, Mario A.; Lawrence, Gary R.; Neterval, Francis E.; Scherfenberg, David K.
Subject: RE: City of Fargo notification



2006080319033832
3.pdf (793 KB)...

Hi Jeremy,

I am a representative from the Right of Way Department for Northern Border Pipeline and Viking Gas Transmission.

We have concluded that there will be no impact to your proposed Riverwood Addition Shared Use Path, City of Fargo Project #5691 for either pipeline. Both are not located on or near the property in question.

Thank you for your notification.

Ken Miller
Right-of-Way Analyst
13710 FNB Parkway
Omaha, NE 68154
(402) 492-7474

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DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NORTH DAKOTA REGULATORY OFFICE
1513 SOUTH 12TH STREET
BISMARCK ND 58504-6640
August 3, 2006

[200660521]

Jeremy M Gorden, P.E.
Senior Engineer - Transportation
City of Fargo
200 3rd Street North
Fargo, North Dakota 58102

Dear Mr. Gorden:

This is in response to your request for Department of the Army, Corps of Engineers comments on proposed shared use path project which will parallel the Red River. This project is located in the NW $\frac{1}{4}$ of Section 18, Range 48 West and the NE $\frac{1}{4}$ of Section 13, Range 49 West, Township 140 North, Cass County, North Dakota.

The Corps of Engineers regulates work affecting navigable waterways under Section 10 of the Rivers and Harbors Act. Through Section 404 of the Clean Water Act the Corps of Engineers regulates the discharge of dredged or fill material into waters of the United States. Fill material includes, but is not limited to earth, clay, rock, etc... Waters of the United States include, but are not limited to, rivers, streams, ditches, coulees, ponds, lakes, and their adjacent wetlands. Should the proposed project and/or associated construction activities result in the discharge of dredged or fill material into waters of the United States, specifically the Red River, a Corps permit may be required. If however, the project and associated work can be accomplished by avoiding impacts to waters of United States, a Corps permit would not be required.

Should the proposed project, described in your July 28, 2006 solicitation letter, result in the placement of fill material in waters of the United States, please complete and submit the enclosed Corps of Engineers permit application for evaluation to the U.S. Army Corps of Engineers, North Dakota Regulatory Office, 1513 South 12th Street, Bismarck, North Dakota 58504. It is essential to identify the impacts to waters of the United States associated with the proposed project.

If we can be of further assistance or should you have any questions regarding our program, please do not hesitate to contact this office by letter or phone at (701)-255-0015.

Sincerely,

A handwritten signature in black ink that reads "Jason Renschler".

Jason Renschler
Project Manager
North Dakota Regulatory Office

Enclosure
- application

**Instructions for Preparing a
Department of the Army Permit Application**

Blocks 1 through 4. To be completed by Corps of Engineers.

Block 5. Applicant's Name. Enter the name of the responsible party or parties. If the responsible party is an agency, company, corporation or other organization, indicate the responsible officer and title. If more than one party is associated with the application, please attach a sheet with the necessary information marked **Block 5**.

Block 6. Address of Applicant. Please provide the full address of the party or parties responsible for the application. If more space is needed, attach an extra sheet of paper marked Block 6.

Block 7. Applicant Telephone Number(s). Please provide the number where you can usually be reached during normal business hours.

Blocks 8 through 11. To be completed if you choose to have an agent.

Block 8. Authorized Agent's Name and Title. Indicate name of individual or agency, designated by you, to represent you in this process. An agent can be an attorney, builder, contractor, engineer or any other person or organization. Note: An agent is not required.

Blocks 9 and 10. Agent's Address and Telephone Number. Please provide the complete mailing address of the agent, along with the telephone number where he/she can be reached during normal business hours.

Block 11. Statement of Authorization. To be completed by applicant if an agent is to be employed.

Block 12. Proposed Project Name or Title. Please provide name identifying the proposed project (i.e., Landmark Plaza, Burned Hills Subdivision or Edsall Commercial Center).

Block 13. Name of Waterbody. Please provide the name of any stream, lake, marsh or other waterway to be directly impacted by the activity. If it is a minor (no name) stream, identify the waterbody the minor stream enters.

Block 14. Proposed Project Street Address. If the proposed project is located at a site having a street address (not a box number), please enter here.

Block 15. Location of Proposed Project. Enter the county and state where the proposed project is located. If more space is required, please attach a sheet with the necessary information marked Block 15.

Block 16. Other Location Descriptions. If available, provide the Section, Township and Range of the site and/or the latitude and longitude. You may also provide description of the proposed project location, such as lot numbers, tract numbers or you may choose to locate the proposed project site from a known point (such as the right descending bank of Smith Creek, one mile down from the Highway 14 bridge). If a large river or stream, include the river mile of the proposed project site if known.

Block 17. Directions to the Site. Provide directions to the site from a known location or landmark. Include highway and street numbers as well as names. Also provide distances from known locations and any other information that would assist in locating the site.

Block 18. Nature of Activity. Describe the overall activity or project. Give appropriate dimensions of structures such as wingwalls, dikes (identify the materials to be used in construction, as well as the methods by which the work is to be done), or excavations (length, width, and height). Indicate whether discharge of dredged or fill material is involved. Also, identify any structure to be constructed on a fill, piles or float supported platforms.

The written descriptions and illustrations are an important part of the application. Please describe, in detail, what you wish to do. If more space is needed, attach an extra sheet of paper marked Block 18.

Block 19. Proposed Project Purpose. Describe the purpose and need for the proposed project. What will it be used for and why? Also include a brief description of any related activities to be developed as the result of the proposed project. Give the approximate dates you plan to both begin and complete all work.

Block 20. Reason(s) for Discharge. If the activity involves the discharge of dredged and/or fill material into a wetland or other waterbody, including the temporary placement of material, explain the specific purpose of the placement of the material (such as erosion control).

Block 21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards. Describe the material to be discharged and amount of each material to be discharged within Corps jurisdiction. Please be sure this description will agree with your illustrations. Discharge material includes: rock, sand, clay, concrete, etc.

Block 22. Surface Areas of Wetlands or Other Waters Filled. Describe the area to be filled at each location. Specifically identify the surface areas, or part thereof, to be filled. Also include the means by which the discharge is to be done (backhoe, dragline, etc.). If dredged material is to be discharged on an upland site, identify the site and the steps to be taken (if necessary) to prevent runoff from the dredged material back into a waterbody. If more space is needed, attach an extra sheet of paper marked **Block 22**.

Block 23. Is Any Portion of the Work Already Complete? Provide any background on any part of the proposed project already completed. Describe the area already developed, structures completed, any dredged or fill material already discharged, the type of material, volume in cubic yards, acres filled, if a wetland or other waterbody (in acres or square wet). if tile work was done under an existing Corps permit, identify the authorization if possible.

Block 24. Names and Addresses of Adjoining Property Owners, Lessees, etc., Whose Property Adjoins the Project Site. List complete names and full mailing addresses of the adjacent property owners (public and private) lessees, etc., whose property adjoins the waterbody or aquatic site where the work is being proposed so that they may be notified of the proposed activity (usually by public notice). If more space is needed, attach an extra sheet of paper marked **Block 24**.

Information regarding adjacent landowners is usually available through the office of the tax assessor in the county of counties where the project is to be developed.

Block 25. Information about Approvals or Denials by Other Agencies. You may need the approval of other Federal, state or local agencies for your project. identify any applications you have submitted and the status, if any (approved or denied) of each application. You need not have obtained all other permits before applying for a Corps permit.

Block 26. Signature of Applicant or Agent. The application must be signed by the owner or other authorized party (agent) . This signature shall be an affirmation that the party applying for the permit possesses the requisite property rights to undertake the activity applied for (including compliance with special conditions, mitigation, etc.).

DRAWINGS AND ILLUSTRATIONS

General Information.

Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are identified as a **Vicinity Map**, a **Plan View** or a **Typical Cross-Section Map**. Identify each illustration with a figure or attachment number.

Please submit one original, or good quality copy, of all drawings on 8 1/2x11 inch plain white paper (tracing paper or film may be substituted). Use the fewest number of sheets necessary for your drawings or illustrations.

Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view or cross-section). **While illustrations need not be professional (many small, private project illustrations are prepared by hand), they should be clear, accurate and contain all necessary information.**

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT (33 CFR 325)			OMB APPROVAL NO. 0710-0003 Expires December 31, 2004
<p>The Public burden for this collection of information is estimated to average 10 hours per response, although the majority of applications should require 5 hours or less. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service Directorate of Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302; and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003), Washington, DC 20503. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.</p>			
PRIVACY ACT STATEMENT			
<p>Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research and Sanctuaries Act, 33 USC 1413, Section 103. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued.</p> <p>One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.</p>			
(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)			
1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETED
(ITEMS BELOW TO BE FILLED BY APPLICANT)			
5. APPLICANT'S NAME		8. AUTHORIZED AGENT'S NAME AND TITLE <i>(an agent is not required)</i>	
6. APPLICANT'S ADDRESS		7. AGENT'S ADDRESS	
7. APPLICANT'S PHONE NOS. W/AREA CODE		10. AGENT'S PHONE NOS. W/AREA CODE	
a. Residence		a. Residence	
b. Business		b. Business	
11. STATEMENT OF AUTHORIZATION			
I hereby authorize _____ to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.			
APPLICANT'S SIGNATURE		DATE	
NAME, LOCATION AND DESCRIPTION OF PROJECT OR ACTIVITY			
12. PROJECT NAME OR TITLE <i>(see instructions)</i>			
13. NAME OF WATERBODY, IF KNOWN <i>(if applicable)</i>		14. PROJECT STREET ADDRESS <i>(if applicable)</i>	
15. LOCATION OF PROJECT			
_____ COUNTY _____ STATE			
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN <i>(see instructions)</i>			
17. DIRECTIONS TO THE SITE			

18. Nature of Activity <i>(Description of project, include all features)</i>					
19. Project Purpose <i>(Describe the reason or purpose of the project, see instructions)</i>					
USE BLOCKS 20-22 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED					
20. Reason(s) for Discharge					
21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards					
22. Surface Area in Acres of Wetlands or Other Waters Filled <i>(see instructions)</i>					
23. Is Any Portion of the Work Already Complete? Yes _____ No _____ IF YES, DESCRIBE THE COMPLETED WORK					
24. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).					
25. List of Other Certifications or Approvals/Denials Received from other Federal, State, or Local Agencies for Work Described in This Application					
AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
*Would include but is not restricted to zoning, building and flood plain permits					
26. Application is hereby made for a permit or permits to authorize the work described in this application. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.					
_____ SIGNATURE OF APPLICANT	_____ DATE	_____ SIGNATURE OF AGENT	_____ DATE		
The application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.					
18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.					



Natural Resources Conservation Service
4660 Amber Valley Parkway
Fargo, ND 58104-9203

Jeremy M. Gordon, P.E.
City of Fargo Engineering Department
200 3rd Street North
Fargo, ND 58102

August 3, 2006

Re: Riverwood Addition Shared Use Path
ND DOT Project #TEU-8-984(106)109
City of Fargo Project #5691

Dear Mr. Gordon,

Thank you for the opportunity to comment on the above listed project. Our agency does not own nor have an interest in any land adjacent to this project. We do not have any existing or proposed projects that may be affected by this project.

The Natural Resources Conservation Service (NRCS) addresses impacts to wetlands, prime farmland, and other conservation issues as they may apply.

Wetlands: NRCS is the lead agency for wetland delineation on agricultural lands, including cropland, rangeland, and pastureland. Swampbuster involves the conversion of wetlands to agricultural production. Our inventory shows no wetlands on the cropland portion of this project. (Note: the Corps of Engineers is the lead agency for non-agricultural lands such as urban areas.)

Prime (Important) Farmland: The Farmland Protection Policy Act passed in 1981. Purposes of the act are to minimize the extent to which federal programs contribute to the conversion of important farmlands to non-agricultural uses, to encourage state and local units of government to protect important farmland. The area of this project is on a Cashel silty clay, channeled soil (25) which is not considered to be a prime soil.

If further information is desired regarding the proposed project you may call me at 701-282-2157 ext 3.

A handwritten signature in black ink that reads "Earl Erickson".

Earl Erickson
District Conservationist

cc: Mike Collins, ASTC (FO), NRCS, Jamestown, ND
Don Felch, Biologist, NRCS, Bismarck, ND

APPENDIX 2

PUBLIC SOLICITATION and COMMENTS RECEIVED



ENGINEERING DEPARTMENT

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

NOTICE OF PUBLIC INPUT MEETING

TO: Property Owners Of Riverwood Addition
FROM: Jeremy Gorden, PE, Traffic Engineer – City of Fargo *JMG*
DATE: April 25, 2007
SUBJECT: Public Input Meeting

Dear Property Owner:

The City of Fargo invites you to attend a public input meeting which will be held at City Hall – 1st Floor – Engineering Conference Room on Tuesday, May 8, 2007 from 4:30 to 6:00 pm. The meeting will have an open house format with no formal presentation.

- **Meeting Purpose:** To provide information and to obtain comments from all interested persons regarding issues and potential improvements along the corridor. The City and Park District plan on constructing the shared use path this year along the Red River.
- **Project Area:** Shared Use Path along Red River from County Road 20 to University Drive

If you cannot make the meeting but would like to comment on the proposed project, feel free to contact me at 241-1545 or feng@cityoffargo.com.

JMG/jmg

*C: MHB
Ber Mahan
Dane Leber*

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations



April 25, 2007

MEMORANDUM

To: Denise Anderson, Auditor's Office

From: Jeremy M. Gorden, Senior Engineer - Transportation *JMG*

Subject: Forum Ad

Please publish the accompanying ad in the Forum on April 29 and May 6. The cost should be charged to District No. 5691. I would like the ad to be a block ad in the Metro section.

JMG/jmg
Attachment

Public Meeting Notice

Project Concept Report
Riverwood Addition Shared Use Path
City Project No. 5691
NDDOT Project No. TEU-8-984(106)109

4:30 – 6:00 PM
Tuesday, May 8
City Hall, Engineering Conference Room – 1st Floor

A public meeting is scheduled to provide information and receive comments on a proposed shared use path that will be located in the Riverwood Addition of Fargo. The path is proposed to be located on the bank of the Red River and will begin at Cass County Road 20 and terminate near University Drive.

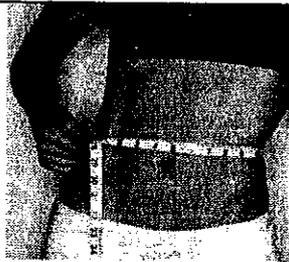
The meeting will be an open house format, with no formal presentation.

Questions or comments should be directed to Jeremy Gorden, Senior Engineer, in the City of Fargo's Traffic Engineering Department, phone 241-1545 or email feng@cityoffargo.com. For those unable to attend and would like to comment, may do so in writing by May 11, 2007. All written comments can be sent to the Engineering Department, 200 3rd Street North, Fargo, ND 58102.

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2511 Kirsten Lane, Suite 103
Fargo
(Located on the corner of 32nd Ave &
25th St South)

Public Meeting Notice

Project Concept Report

Riverwood Addition Shared Use Path

City Project No. 5691

NDDOT Project No. TEU-8-984(106)109

4:30-6:00 PM

Tuesday, May 8

City Hall, Engineering

Conference Room -1st Floor

A public meeting is scheduled to provide information and receive comments on a proposed shared use path that will be located in the Riverwood Addition of Fargo. The path is proposed to be located on the bank of the Red River and will begin at Cass County Road 20 and terminate near University Drive.

The meeting will be an open house format, with no formal presentation.

Questions or comments should be directed to Jeremy Gorden, Senior Engineer, in the City of Fargo's Traffic Engineering Department, phone 241-1545 or email feng@cityoffargo.com. For those unable to attend and would like to comment, may do so in writing by May 11, 2007. All written comments can be sent to the Engineering Department, 200 3rd Street North, Fargo, ND 58102.

CITY OF
Fargo

DISCUSSION

It if a market emerges for corn biofuels:

If federal policy doesn't change and ethanol prices stay in the \$50 to \$65 range, this isn't going to go away for a while,"

Bruce Babcock, director of Iowa State University's Center for Agricultural and Rural Development.

Steve Stevens plants about 100 acres of corn on a 4,500-acre farm in southeast Kansas, where cotton and soybeans have been staples since

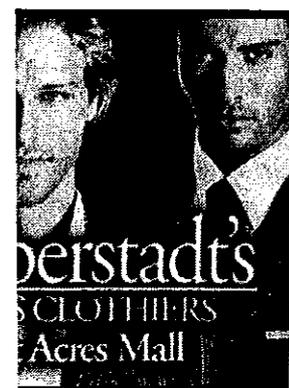
Alternatives

crop-ravaging disease? Many expect alternatives to producing ethanol from corn to come. More than half the ethanol made in Kansas today comes from sorghum, which requires less water than

Research is also under way to derive ethanol from other crops including wheat, oats, barley, and others are looking to genetically engineer microbes to produce enzymes that will convert cellulose in waste, wood chips and other plants into ethanol. The Energy Department is investing \$85 million in six new cellulosic ethanol plants around the country.

Most accounts, it could be before such options are competitive. Until investors in corn-based ethanol wonder if the boom may carry an inevitable bust.

"As a farmer, I'm already depending on the weather and grain market," Adams said. "Most of the things I've seen in the ethanol industry don't have control over,"



Comment Sheet

Riverwood Addition Shared Use Path
ND DOT Project #TEU-8-984(106)109
City of Fargo Project #5691

Comments: we very much appreciate the trail
being planned between Courage 20 +
North University and encourage its
completion and connection to the
new riverwood park as soon as possible.
we love the trail following the river!
Greg + Greg Hauge
1215 46th Ave N
Fargo ND 58102
701-232-1227

Please fill out and return to Jeremy Gorden, 200 3rd St N, Fargo ND 58102 or fax to 241-8101 by Friday, May 11.

Jeremy Gorden

From: Bev Martinson on behalf of FENG - Fargo Engineering Mailbox
Sent: Tuesday, May 01, 2007 7:49 AM
To: Jeremy Gorden
Subject: FW: Riverwood addition bike path

-----Original Message-----

From: Ginny Newman [mailto:ginnynewman@cableone.net]
Sent: Monday, April 30, 2007 10:24 PM
To: FENG - Fargo Engineering Mailbox
Subject: Riverwood addition bike path

Jeremy,

I am unable to attend the meeting on May 8 regarding the Riverwood Addition shared path. I just wanted to state that I am very much in favor of the project. I live in the Riverwood Addition and am excited about this path. Our family bikes and jogs and plan on using the path on a regular basis. So thank you for your work involving this project.

Ginny Newman

4615 10th St N

----- Msg sent via CableONE.net MyMail - <http://www.cableone.net>

Jeremy Gorden

From: Bev Martinson on behalf of FENG - Fargo Engineering Mailbox
Sent: Tuesday, May 01, 2007 2:36 PM
To: Jeremy Gorden
Subject: FW: Riverwood Addition/Bike Path/ Park-Public Input

-----Original Message-----

From: Thomas C. Meyer [mailto:CRNA@cableone.net]
Sent: Tuesday, May 01, 2007 2:32 PM
To: FENG - Fargo Engineering Mailbox
Subject: Riverwood Addition/Bike Path/ Park-Public Input

I find it a little discouraging that we are still waiting for our park in this development, but yet press on with new projects such as completing the bike paths etc. The saddest part of it all is that my youngest is now 11 years old, has been waiting 10 years for this park, and will probably be bringing my grandchildren to it by the time it is done. As for input on the bike path, what do you really need to hear that will change the plans? The city has committed to this path system and is a good thing, however, seems to be a priority over other much needed neighborhood projects. Open to further discussion, if needed.

Have a great day!

Tom and Kristy Meyer

909 43rd Avenue North
Fargo, ND 58102
(H) 701-293-1290
(C) 701361-1229
(E) CRNA@cableone.net

Jeremy Gorden

From: Bev Martinson on behalf of FENG - Fargo Engineering Mailbox
Sent: Tuesday, May 08, 2007 7:54 AM
To: Jeremy Gorden
Subject: FW: Public Input Meeting

-----Original Message-----

From: Paul Linstad [mailto:plinstad@grantsmech.com]
Sent: Tuesday, May 08, 2007 7:41 AM
To: FENG - Fargo Engineering Mailbox
Subject: Public Input Meeting

Re: Public Input Meeting
Tuesday, May 8
4:30 to 6:00 pm

I am unable to attend the Public Input Meeting today. I would like to learn more about this proposed project through whatever info you can send me via email.

Paul Linstad
906 43rd Avenue North
Riverwood Subdivision

Page 176

Jeremy Gorden

From: Jeremy Gorden
Sent: Monday, May 14, 2007 11:09 AM
To: 'plinstad@grantsmech.com'
Subject: RE: Public Input Meeting

Paul -

Greetings. What we showed at the public meeting last week was an aerial photo of the Riverwood Addition area with a line highlighting a proposed bike trail alignment along the river. The bike trail would start at Co Rd 20 and run the river bank up to the Arnold Larson property and then head up the riverbank and across the field on the south side of his property over to University Drive. The trail would end there. The meeting was attended by only 5-8 people.

If you have any questions or need more information, feel free to contact me.

Sincerely,

Jeremy

Jeremy M. Gorden, P.E.
Senior Engineer - Transportation

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

Phone: (701) 241-1529
Fax: (701) 241-8101
E-mail: jgorden@cityoffargo.com

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Paul Linstad
906 43rd Avenue North
Riverwood Subdivision

6/1/2007



ENGINEERING DEPARTMENT

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

NOTICE OF PUBLIC INPUT MEETING

TO: Property Owners Of Riverwood Addition
FROM: Jeremy Gorden, PE, Traffic Engineer – City of Fargo *JMG*
DATE: October 26, 2007
SUBJECT: Public Input Meeting

The City of Fargo invites you to attend a 2nd public input meeting which will be held at City Hall – 1st Floor – Engineering Conference Room on Tuesday, November 20, 2007 from 4:30 to 6:00 pm. The meeting will have an open house format with no formal presentation.

This meeting is being held to inform you of a change in the proposed shared use path location. After examining the banks of the Red River, it was decided that due to slope stability issues and flooding, a concrete path should not be constructed at that location. A new location for the path is now proposed and it will begin on the west side of University Drive at the intersection of University Drive and County Road 20 and it will run north, up to the new playground at County Road 31. It is anticipated that no special assessments will be used to fund this path.

If you cannot make the meeting but would like to comment on the proposed project, feel free to contact me at 241-1545 or feng@cityoffargo.com.

JMG/jmg

October 26, 2007

MEMORANDUM

To: Denise Anderson, Auditor's Office

From: Jeremy M. Gorden, Senior Engineer - Transportation *JMG*

Subject: Forum Ad

Please publish the accompanying ad in the Forum on November 4 and 11. The cost should be charged to District No. 5691. I would like the ad to be a block ad in the Metro section.

JMG/jmg
Attachment

Public Meeting Notice

Project Concept Report
Riverwood Addition Shared Use Path
City Project No. 5691
NDDOT Project No. TEU-8-984(106)109

4:30 – 6:00 PM
Tuesday, November 20, 2007
City Hall, Engineering Conference Room – 1st Floor

A public meeting is scheduled to provide information and receive comments on a proposed shared use path that will be located adjacent to the Riverwood Addition of Fargo. The path is proposed to be located west of University Drive and will run from Co. Rd. 20 and terminate at the Fargo Park District playground adjacent to Co. Rd. 31.

The meeting will be an open house format, with no formal presentation.

Questions or comments should be directed to Jeremy Gorden, Senior Engineer, in the City of Fargo's Traffic Engineering Department, phone 241-1545 or email feng@cityoffargo.com. For those unable to attend and would like to comment, may do so in writing by November 23, 2007. All written comments can be sent to the Engineering Department, 200 3rd Street North, Fargo, ND 58102.

Jeremy Gorden

From: Bev Martinson on behalf of FENG - Fargo Engineering Mailbox
Sent: Friday, November 02, 2007 12:00 PM
To: Jeremy Gorden
Subject: FW: North Fargo Bike Path Relocation

-----Original Message-----

From: Michael Gallagher [mailto:mikegallagher@cableone.net]
Sent: Friday, November 02, 2007 11:45 AM
To: FENG - Fargo Engineering Mailbox
Subject: North Fargo Bike Path Relocation

Gentlemen,

I received your notice of meeting regarding relocation of the planned bike path due to river bank instability. I believe it is Project 5691.

I would agree that building a concrete path on instable ground is not a best practice. Perhaps an alternative material such as asphalt or simply crushed concrete would be adequate and less costly to maintain. They would still allow for walking, running and biking along the riverfront.

Relocating it to the west side of University Drive along a beet field will be, in my opinion, a waste of tax dollars. We already installed a sidewalk on the east side which sees little use. It leads to a dead end at Arnold Johnson's farm with "No Trespassing" signs, and the Fargo Park Districts new athletic fields surrounded by jail- like fencing. The park project is already a disappointment to the residents in the area. Moving the bike path would only cause further problems.

It would be my suggestion that if relocation is the best alternative, save your money. Don't build it.

Have a great day!

Mike Gallagher
1004 45th Av N
Fargo, ND 58102
701.261.7171

11/20/07

Neighbors and friends who use the existing trail south of the bridge and who live in Riverwood Addition and want the trail to extend north:

Brorby, Lauren + Caroline

Gallagher, Mike + Chris

Lym, Rod and Kris

Poole, Jennifer

Krishnan, Swarna

Ohnstad, Jim + Kathy

Schroeder, Jeff + Theresa

Streifel, Leon + Dawn

Trieglaff, Robert + Barbara

Zemke, Loren + Lori

Submitted by: Robert Singlett

Page 183

Jeremy Gorden

From: Bev Martinson on behalf of FENG - Fargo Engineering Mailbox
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Have a great day!

Mike Gallagher
1004 45th Av N
Fargo, ND 58102
701.261.7171

1/4/2008

APPENDIX 3
DETAILED COST ESTIMATE

Construction Cost Estimate

15-Apr-08

ND DOT Project # TEU-8-984(106)109

City of Fargo Project # 5691

Riverwood Addition Shared Use Path

	Quantity	Unit	Unit Cost	Extended Price
Contract Bond	1.0	LS	2000.00	\$ 2,000
Mobilization	1.0	LS	2500.00	\$ 2,500
Seeding	3.0	Acre	3000.00	\$ 9,000
Sidewalk Concrete 4"	7744.0	SY	32.00	\$ 247,808
Detectable Warning Panels	16	SF	50.00	\$ 800
Signing	1.0	LS	500.00	\$ 500
Landscaping	1.0	LS	30000.00	\$ 30,000
Grading	1.0	LS	15000.00	\$ 15,000

Total Estimated Construction	\$	307,608.00
+ 10% contingency	\$	338,368.80

Estimated Total - Construction Costs \$ 338,368.80

Funding

Federal Transportation Enhancement 80%	\$	270,695.04
Balance - City Funds 20%	\$	67,673.76

APPENDIX 4
CLASS III SURVEY REPORT

**Shared Use Path Survey:
A Class III Cultural Resource Inventory,
Cass County, North Dakota**

NDDOT Project #: TEU-8-984(106)109

Prepared for:
City of Fargo Engineering Dept.
Fargo, ND

PI and Author: Wade Burns
Beaver Creek Archaeology Inc.
P.O. Box 489
Linton, North Dakota 58552



April, 2008

Negative Survey Report
Submitted by: Beaver Creek Archaeology, Inc.
111 S Broadway, P.O. Box 489, Linton, ND 58552
Phone (701)254-4146, E-mail: info@bcarch.org

Report Title: Shared Use Path Survey: A Class III Cultural Resource Inventory, Cass County, North Dakota
NDDOT Project #: TEU-8-984(106)109
Author: Wade Burns
Report Date: April, 2008
Acres: 15 (1.26 miles)
Land Status: Private / City of Fargo
Survey Date: April 15, 2008
Field Staff: Wade Burns, Principal Investigator
Project Sponsor: Fargo Engineering Dept., Fargo, ND
Historic Context: Northern Red River Study Unit (#9)
Legal Description: The Area of Potential Effect (APE) is located in Section 13: E½ E½ SE¼ and SE¼ NE¼, of T140N R49W, Cass County, North Dakota as found in the Fargo North Quadrangle.

Description of Undertaking/Proposed Activity: The project in question is a proposed shared use path, which would link to an existing shared use path. The area of potential effect (APE) is presently utilized, as an agricultural field and a city park. The APE covers approximately 15 acres (1.26 miles) in entirety, and was inventoried at Class III standards.

Results of Literature Search: Jenn Pollman, of Beaver Creek Archaeology, Assistant Archaeologist, conducted a file search at the State Historical Preservation Office on April 14, 2008. Two manuscripts and one site lead (32CA92) were on file for Section 13.

Table 1: Manuscripts on File as of April 14, 2008 at the Archaeology and Historic Preservation Division, State Historical Society of North Dakota in or near the APE.

Year	MS #	Author	Location			Title
			TWN	R	S	
2007	10185	Kinney, J.	140	49	13	Cass Rural Water Contract 2007-1 (effluent line): Class I and Class III Cultural Resource Inventory in Cass Co., ND
1990	5323	Edevold, M., T. Edevold, & R. Thompson	140	49	13	Red River Valley Archaeological Survey 1987, in Cass County, ND

Negative Survey Report
Submitted by: Beaver Creek Archaeology, Inc.
111 S Broadway, P.O. Box 489, Linton, ND 58552
Phone (701)254-4146, E-mail: info@bcarch.org

Table 2: Summary Information on Archaeological Sites Recorded near the APE.

SITS #	Location			Affiliation	Description	Recorder	MS #
	Twp	R	S				
32CA92	140	49	13	Archaeological	CM Scatter	T. Edevold Christensen	5323

Results of Literature Search (continued): Site 32CA92 is a cultural material scatter comprised of ceramics and chipped stone flaking debris.

Survey Methods and Area: A Class III Cultural Resource Investigation was conducted within the 15 acre, 1.26 mile long APE of Section 13. The inventory method was performed by the archaeologist walking a series of zig-zag transects 20m apart across the project area which consisted of a 150ft corridors equaling 1.26 miles long. During the inventory, field notes and overview pictures of the APE were taken.

Landform, Survey Conditions and Elevation: The APE is situated in the Red River Valley on the floodplain. The majority of the APE is located in a plowed field. The remainder of the APE has been landscaped for a city park. The disturbed portion of the APE has no vegetation cover in the plowed agricultural field and vegetation consisting of native and nonnative grasses and plants in the road ditch. Vegetation in the developed area consists of lawn grasses, shrubs, and trees. Ground Surface Visibility (GSV) was between 30% and 90% based on vegetation density. The APE is located in the Red River Drainage System. The elevation of the APE is 893ft.

Results and Recommendations: During the investigation no cultural remnants were found within the APE. Site 32CA92, a cultural material scatter comprised of ceramics and chipped stone flaking debris, is located near the APE. The site however, is far enough away that it will not be impacted by the project. At the time of recording, it was stated that the site was damaged by agricultural activity taking place. After revisiting the site, no traces could be found. Likely the site has been destroyed by landscaping performed for park improvements as well as agricultural activity which took place in the past.

Negative Survey Report
Submitted by: Beaver Creek Archaeology, Inc.
111 S Broadway, P.O. Box 489, Linton, ND 58552
Phone (701)254-4146, E-mail: info@bcarch.org

The investigation of the study area revealed no indications of archaeological or historic resources which would be impacted by the project. *No Historic Properties Affected* is recommended for the APE and, consequently, no further investigation is need.

**Negative Survey Report
Photo and Map Section**

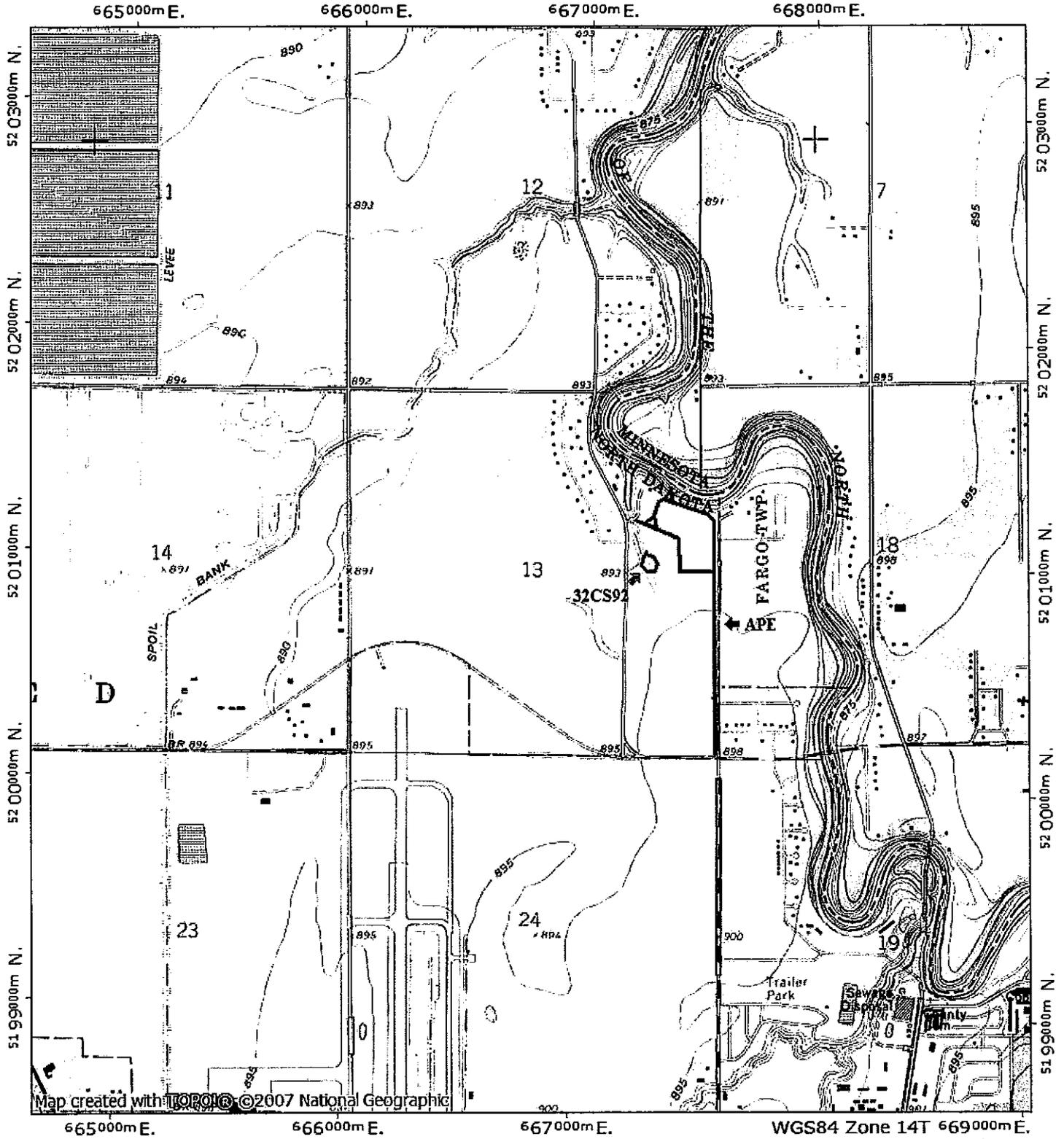


Figure 1: View of APE looking north.

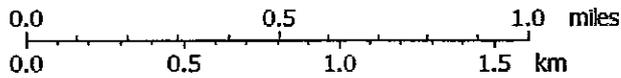


Figure 2: View of APE looking south.

APE in T140N R49W Sec 13. Cass Co. Fargo, North Quad Map



**NATIONAL
GEOGRAPHIC**



TN MN
4°

04/16/08



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5246-02

Type: Project Management Plan
F-M Upstream Study

Location: Red River Basin upstream of Fargo

Date of Hearing: 4/15/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/21/08</u>
PWPEC File	<u>X</u>
Project File	<u>April Walker</u>
Petitioners	<u> </u>
David W. Johnson	<u> </u>

The Committee reviewed the Project Management Plan for Corps of Engineers Feasibility Study for flood damage reduction options on Red River Basin upstream of Fargo. The scope of work consists of hydrologic and hydraulic model development to determine potential benefits of upstream flood retention projects. The work tasks are summarized as follows:

1. Hydrologic Model Corps of Engineers \$115,000 Corps Funds
Develop a hydrologic runoff model for the North Dakota Wild Rice River, calibrate the model to the 1997 flood, compute 50-year and 100-year existing conditions hydrographs, computer 50-year, 100-year, and 1997 proposed conditions hydrographs.
2. Unsteady State Model Houston Engineers \$119,000 Storm Sewer Utilities
Expand the existing unsteady (HEC-RAS) model for the Red River and the Wild Rice River. The models will be extended upstream of Wahpeton/Breckenridge to include the breakouts from the Bois de Sioux River to the Wild Rice River. The Wild Rice River model will be extended to approximately Wyndmere, ND and will include the Antelope Creek Watershed.
3. Evaluate Upstream Retention Sites Moore Engineering \$85,000 SE Cass
Expand on Phase 1a and model the potential storage sites on the Wild Rice River and tributaries sites. This will include storage on the mainstem, offsite, and a combination of those options. This will be used to verify the results from Phase 1a.

On a motion by Pat Zavoral, seconded by Bruce Grubb, the Committee voted to recommend approval of the Project Management Plan.

RECOMMENDED MOTION

Approve Corps of Engineers Project Management Plan for Red River Feasibility Study of upstream retention options.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Corps of Engineers
SE Cass (to be requested)
Storm Sewer Utility

Yes No
N/A
N/A
N/A

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
30% escrow deposit required

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator	<u>X</u>	<u>X</u>		<u>X</u>
Jim Gilmour, Planning Director	<u>X</u>	<u>X</u>		
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

From: Snyder, Aaron M MVP [Aaron.M.Snyder@usace.army.mil]
Sent: Saturday, April 12, 2008 12:15 PM
To: mark.voxland@ci.moorhead.mn.us; michael.redlinger@ci.moorhead.mn.us; dfrink@nd.gov; DesHarnais, Judith L MVP
Cc: Bob Zimmerman; Lee Klapprodt; Mark Bittner; Crump, Thomas L MVP
Subject: Fargo-Moorhead Upstream Scope Modification Approval Requested

Importance: High



041208PMPPhase1 040508WIKEstPhas
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Fargo-Moorhead Executive Committee -

Attached is a modified Project Management Plan and a Work In-Kind Summary for Phase 1b of the Fargo-Moorhead Upstream Study.

We have coordinated with the supporting partners and have determined that we should move forward with Phase 1b. The phase will consist of some modeling on the Wild Rice River and the Antelope Creek Watershed to determine if the assumptions we made in Phase 1a hold true when modeled (on and off stream storage). This phase will cost approximately \$319,000 of which approximately \$204,000 will be done as work in kind by the sponsors. The extra work in kind will be provided as credit for future work on this project, and additional federal dollars are currently available.

Following this phase we would look to expand on this work and possibly do something similar on the MN side or possibly on the Bois de Sioux.

Please provide me with a written or email response indicating your concurrence at your earliest convenience. Once the concurrence is received from the Corps, City of Moorhead, and the ND State Water Commission we will proceed with this phase of the project.

If you feel we need a conference call on this, or if you have any questions please let me know.

Aaron

Aaron M. Snyder
USACE Planner and Project Manager, PMP
651-290-5489
612-518-0355 (Cell)
Aaron.M.Snyder@usace.army.mil

FARGO-MOORHEAD AND UPSTREAM FEASIBILITY STUDY

PROJECT MANAGEMENT PLAN

November 18, 2004

Revised April 5, 2008

1. Purpose.

a. The purpose of this document is to identify the scope, schedule and budget for the Fargo-Moorhead and Upstream Feasibility Study. The study will evaluate flood damage reduction and ecosystem restoration opportunities in the Red River of the North Basin upstream of and including the cities of Fargo, North Dakota, and Moorhead, Minnesota. This document will serve as the Project Management Plan attached to the Feasibility Cost Sharing Agreement (FCSA) between the Corps and the non-federal Sponsors. (Note: the FCSA refers to this document as the "Project Study Plan.") This document also establishes quality control expectations and procedures to ensure that the study products meet applicable standards.

b. This project management plan, hereinafter referred to as the PMP, defines the planning approach, activities to be accomplished, schedule, and associated costs that the Federal Government, the non-federal Sponsors, and other non-federal study partners will be supporting financially. The PMP, therefore, defines a contract between the Corps and the non-federal Sponsors, and reflects a "buy in" on the part of all the financial backers, as well as those who will be performing, and reviewing, the activities involved in the feasibility study. The PMP describes the initial tasks of the feasibility phase, continues through the preparation of the final feasibility report, the project management plan for project implementation and design agreement, and concludes with support during the Washington-level review of the final feasibility report.

c. The PMP is a basis for change. Because planning is an iterative process without a predetermined outcome, more or less costs and time may be required to accomplish reformulation and evaluations of the alternatives. Changes in scope will occur as the technical picture unfolds. With clear descriptions of the scopes and assumptions outlined in the PMP, deviations are easier to identify. The impact in either time or money is easily assessed and decisions can be made on how to proceed. The PMP provides a basis for change.

d. The PMP is a basis for the review and evaluation of the feasibility report. Since the PMP represents a contract between the Corps and the non-federal Sponsors, it will be used as the basis to determine if the draft feasibility report has been developed in accordance with established procedures and previous agreements. The PMP reflects mutual agreements of the district, division, Sponsors and HQUSACE into the scope, critical assumptions, methodologies, and level of detail for the studies that are to be conducted during the feasibility study. Review of the draft report will be to insure that the study has been developed consistent with these agreements. The objective is to provide early assurance that the project is developed in a way that can be supported by higher headquarters.

e. The PMP is a study management tool. It includes scopes of work that are used for funds allocation by the project manager. It forms the basis for identifying commitments to the non-Federal Sponsor and serves as a basis for performance measurement.

2. Applicability. This PMP covers the feasibility stage of the project. Only Phase 1a and 1b of the feasibility study is described in detail. Phases 2 and 3 are described in general terms and will be detailed as the study evolves.

3. References.

a. Red River Reconnaissance Study, Section 905(b) (WRDA 1986) Analysis, Red River Basin, Minnesota, North Dakota, South Dakota, and Manitoba, dated September 2001 and finalized July 2002.

b. Feasibility Cost Sharing Agreement, Fargo-Moorhead and Upstream Feasibility Study, (Executed August 20, 2004)

4. General/Background.

a. The Fargo-Moorhead and Upstream Feasibility Study (FMUS) was recommended in the September 2001 Red River Reconnaissance study and is authorized by a 30-Sep-74 Resolution of the Senate Committee on Public Works. The study will look for ways to reduce flood stages and restore aquatic ecosystems in the Red River Basin upstream of Fargo-Moorhead. It will evaluate alternatives including a system of multi-purpose surface water storage sites that restore wetland habitat and provide flood damage reduction benefits. The study is a necessary step in the process to authorize and construct Federal water resource projects in the study area.

b. The North Dakota State Water Commission and the City of Moorhead are jointly sponsoring the study. The official Sponsors must sign the Feasibility Cost Sharing Agreement and provide 50% of all study costs through non-federal cash and in-kind contributions. The PMP defines the contributions expected from each Sponsor and the anticipated contributions of other funding partners toward the Sponsors' shares of the study costs. The Corps of Engineers funds the remaining 50% of study costs. The study will be accomplished in phases as described below. No non-federal funds or in-kind services will be requested for work beyond the current phase until the Government and the Sponsors have agreed to proceed to the next phase of study, unless specifically agreed upon by the Government and the Sponsors.

c. The planning objective is to formulate projects that advance both flood damage reduction and natural resource enhancement. The major underlying assumption is that a system of surface water storage sites upstream of Fargo-Moorhead will produce cumulative flood stage reductions and reduce flood damages downstream. We also assume that water storage can be accomplished in ways that restore aquatic ecosystems and increase habitat for wildlife.

d. The study will be conducted in three phases, outlined as follows:

Phase 1a: Test the multi-site concept for viability

- 1) Link existing hydraulic models together and use assumed hydrology (with input from others) to determine the potential effects of upstream storage on water levels in F-M.
- 2) Preliminary urban economic analysis in Fargo, Moorhead, and Oakport to understand potential urban flood damage reduction benefits. Develop depth-damage curves based on a sampling of structures in the flood plain.
- 3) Begin to identify potential storage sites and assess the total available storage in various basins (use existing planning as much as possible). Assume that the following sites will be considered within the list of potential sites: a main-stem Bois de Sioux dam downstream of White Rock, ND, some Wild Rice R. and tributaries sites, and some Mustinka R. sites.
- 4) Consider environmental concerns and opportunities related to the concept of distributed storage. Meet with all environmental stakeholders to identify existing information, plan for additional field studies in Phase 2, and identify concerns that affect the decision to proceed.
- 5) Discuss plan formulation and justification with Corps of Engineers higher authorities to understand how a multi-site, multi-purpose formulation would be evaluated.
- 6) Relatively small public involvement effort to share preliminary study findings.
- 7) Prepare scope of work for Phase 2 study.

Phase 1 decision point: is the concept of distributed storage viable enough to continue the study? Yes, this could be viable with a combination of ecosystem restoration and flood damage reduction

benefits. However it was determined to move into Phase 1b to further develop the models prior to proceeding with more environmental analysis.

Phase 1b:

- 1) Develop a hydrologic runoff model for the North Dakota Wild Rice River, calibrate the model to the 1997 flood, compute 50-year and 100-year existing conditions hydrographs, computer 50-year, 100-year, and 1997 proposed conditions hydrographs.
- 2) Expand the existing unsteady (HEC-RAS) model for the Red River and the Wild Rice River. The models will be extended upstream of Wahpeton/Breckenridge to include the breakouts from the Bois de Sioux River to the Wild Rice River. The Wild Rice River model will be extended to approximately Wyndmere, NA and will include the Antelope Creek Watershed.
- 3) Review existing models that have been developed in the area and incorporate information gathered from those models.
- 4) Expand on Phase 1a and model the potential storage sites on the Wild Rice River and tributaries sites. This will include storage on the mainstem, offsite, and a combination of those options. This will be used to verify the results from Phase 1a.

Phase 1b decision point: Are the findings enough to continue the study, is there a Federal interest?

Phase 2: Assess specific alternatives

- 1) Look at specific storage sites and combinations of sites beyond those considered in Phase 1b.
- 2) Prepare specific hydraulic and hydrologic models needed to assess cumulative effects of specific reservoirs.
- 3) Assess agricultural/rural flood damage reduction economic benefits and finalize urban economic analysis with more detailed assessment.
- 4) Prepare specific environmental and water quality studies to show ecosystem restoration benefits (and mitigation needs) and begin NEPA requirements.
- 5) Conduct more public involvement activities to get input on specific storage sites, concerns, other options, etc.
- 6) Preliminary plan formulation will narrow alternatives to only the most viable ones.
- 7) Prepare scope of work for Phase 3 study.

Phase 2 decision point: is a feasible plan likely to emerge from more study?

Phase 3: Detailed planning and design

- 1) Complete plan formulation.
- 2) Complete NEPA requirements.
- 3) Complete engineering investigations, geotechnical designs, mapping, hydraulics and hydrology, structural design, etc.
- 4) Prepare the feasibility study report and appendices for submission to Corps higher authorities to support a project recommendation to Congress.

e. Estimated study costs are as follows:

Phase 1a	\$498,500
Phase 1b	\$319,000
Phase 2	\$1,322,500
Phase 3	\$1,927,000
TOTAL	\$4,067,000

f. The FMUS was shaped by the goals of several basin-wide planning groups, including the International Joint Commission's International Red River Basin Task Force and the Red River Basin Commission. These goals are also found in regional planning agreements, such as the International Flood Mitigation Initiative and the Minnesota Mediation Agreement. The goals have generally been adopted by local watershed planning groups. Conducting the feasibility study in a manner that is consistent with these regional goals will help to achieve area-wide flood damage reduction and natural resource enhancement. The FMUS will apply the basin-wide/watershed management perspective to the region upstream of Fargo/Moorhead. In doing so, the FMUS will formulate projects which contribute to basin-wide goals as well as meeting local needs.

g. The need for a basin-wide/watershed approach to flood damage reduction and natural resource enhancement has been recognized by every group formed to evaluate the problems surrounding management of water resources in the Red River basin. Previous efforts to determine economic justification have been hampered by an inability to fully capture/measure subbasin and downstream impacts. Many local protection and agricultural/rural flood protection projects previously evaluated have either lacked economic justification or were justified only on local and immediate area benefits. Furthermore, by considering features one at a time, rather than as combined measures in a single larger project, benefits attributable to the combined effects of individual project features are not captured.

h. A regional approach allows the incorporation of the dynamic relationships between ecosystem functions and communities. In the framework of a regional approach, ecosystem restoration planning will consider the roles of plant and animal species' populations and their habitats in the larger context of community and ecosystem relationships. Flood damage reduction planning will consider future development trends throughout the drainage basin and its potential effects on flood frequency, peak flows, time to concentration, and duration.

5. Technical Criteria Statement. This study will be conducted in accordance with Corps of Engineers criteria for Feasibility studies contained in the planning guidance notebook, ER 1105-2-100, and other applicable regulations and guidance. The final product will be a feasibility report documenting the study findings and National Environmental Policy Act (NEPA) determinations and making appropriate recommendations to Higher Authorities.

6. Quality Control.

a. This document is intended to serve as the Project Management Plan and the Quality Control Plan. The coordination, preparation and vertical team review of this scope of work assists in maintaining quality control. This plan has also been supplemented with a Peer Review Plan which is an attachment to this PMP.

b. Integration of an Independent Technical Review (ITR) and the completion of Value Engineering (VE) evaluations is an important part of maintaining quality control. Phase 1 ITR will be completed by senior technical staff (economics, H&H, and planning) in the St. Paul District. No VE activities are planned in Phase 1a or 1b.

c. For Phases 2 and 3, the ITR review and VE functions will be performed by a sister Corps District and will be conducted concurrently by the same team. Technical representatives of the Sponsor will be included on the ITR/VE team and this will be an item of in-kind services. This ITR/VE is the primary method of Quality Control but quality control will also be monitored via internal/District functional element reviews, Local Sponsor reviews, and Higher Authority/vertical team conferences and reviews.

d. The expertise and technical backgrounds of the ITR/VE team members will qualify them to provide a comprehensive technical review of the product. Phase 2 and 3 ITR review will be ongoing through product development, rather than a cumulative review performed at the end of the investigation. All comments resulting from the independent technical review will be resolved prior to forwarding the feasibility study to higher authority and local interests.

e. The following disciplines will be required for the Phases 2 and 3 ITR/VE team: economics, hydraulics/hydrology, geotechnical engineering, general engineering, structural engineering, cost engineering, real estate and environmental.

f. The documentation of the independent technical review will be included with the submission of the reports to Mississippi Valley Division. Documentation of the independent technical review will be accompanied by a certification, indicating that the independent technical review process has been completed and that all technical issues have been resolved.

7. Risk Assessment. The following issues could lead to delays or increased costs:

a. Local Sponsor support—Sponsor support to move beyond Phase 1 will depend on the results of Phase 1. The study plan includes a decision point after technical findings are available. If the study does proceed into Phase 2, it is likely that additional Sponsors and/or funding will be necessary.

b. Political Support—Continued Congressional support will be required to secure federal funds for continued study.

c. Sensitive environmental or cultural resources—particular attention will be paid to environmental issues throughout the study to ensure that project recommendations are implementable. Phase 1 will not focus on environmental issues, but it will include coordination with appropriate agencies to ensure consideration of the issues.

8. Acquisition Plan. All work required for completion of Phase 1a will be done by in-house Corps staff or by non-federal in-kind services. No contracts are anticipated during Phase 1a. Phase 1b will be completed by in-house Corps staff along with in-kind services which will consist partially of contracts by the sponsors. Phases 2 and 3 may involve significant contracted activities, but specific details will not be available until near the end of Phase 1.

9. Communication Plan. The communication plan addresses internal and external project delivery team (PDT) communications.

a. Internal PDT Communications: PDT distribution lists will be established that include all in-house team members, Sponsors, and other stakeholders. All general project notifications will be delivered using these distribution lists. The PM will determine which correspondence is appropriate for each audience. E-mail will be the primary mode of communication within the PDT.

b. External communications: All news releases will be coordinated with Public Affairs. An initial release announcing the start of the study is anticipated at the beginning of Phase 1a. Subsequent releases to announce public meetings are also anticipated. Other releases will be considered as the study develops. Postings on the St. Paul District's website and/or other partners' sites would also be used to communicate to the general public.

c. A Pre-product customer survey will be conducted at the initial team meeting. A Post-product customer survey will be completed after Phase 1 is complete and prior to scoping Phase 2 work.

d. Public Involvement: Public involvement will include two informational meetings near the end of Phase 1. These meetings will be planned, facilitated, and publicized by the Red River Basin Commission as work-in-kind. Additional Phase 1 public involvement will include preparing news releases, on-line newsletter articles, and web pages. The Red River Basin Commission will perform these activities as work-in-kind and coordinate with Corps Public Affairs. Significantly more public involvement will be necessary in Phases 2 and 3, but details will not be available until Phase 1 is complete.

10. Change Management Plan.

a. All changes to the scope, schedule or budget for this study must be coordinated with the Project Manager. Whenever it becomes apparent that the current budget or schedule is likely to be inadequate, PDT members must notify the Project Manager so appropriate actions can be taken. The PMP is intended to be a living, flexible document, but it also represents a contract between the Corps and the non-federal Sponsors, and changes

must be coordinated before obligations are incurred by any party. Minor modifications to the scope and cost of the project along with the in-kind contributions can be approved by the Project Manager.

b. The Project Manager, in consultation with the Study Management Team and Executive Committee, will decide whether large proposed changes are acceptable. The Project Manager will revise the PMP as necessary to reflect approved changes.

11. Project Delivery Team.

a. Cost-sharing Sponsors:

Cost-sharing Sponsors

Name	Organization	Phone	e-mail
Bruce Albright	BRRWD	218-354-7710	brrwd@bvillemn.net
Lynn Brilz	City of Fargo	701-241-1554	lbrilz@ci.fargo.nd.us
Don Buckhout	DNR	218-755-4482	don.buckhout@dnr.state.mn.us
Mary Clawson	SD Game, Fish, & Parks	605-626-2392	mary.clawson@state.sd.us
Thomas Fischer	SE Cass WRD	701-293-1700	tfischer@state.nd.us
Randy Gjestvang	ND SWC	701-282-2318	rgjest@water.swc.state.nd.us
Lee Klapprodt	ND SWC	701-328-4970	lklap@swc.state.nd.us
Larry Kramka	DNR Waters	218-755-3973	larry.kramka@dnr.state.mn.us
Jon Roeschlein	BDSWD	320-563-4185	bdswd@frontiernet.net
Gary Thompson	RRJWRD	701-786-2016	tully@polarcomm.com
Pete Waller	BWSR	218-736-5445	pete.waller@bwsr.state.mn.us
Lance Yohe	RRBC	218-291-0422	lance@redriverbasincommission.org
Gordon Johnson	Richland Co. WRD	701-642-7773	mzentgra@state.nd.us
Jim Ziegler	MPCA	218-846-0731	jim.ziegler@state.mn.us
Bob Zimmerman	City of Moorhead	218-299-5390	bob.zimmerman@ci.moorhead.mn.us

b. St. Paul District team members:

Discipline	Team Member
General Engineering	
Cost/Spec Engineering	
Geotechnical Engineering	
Structures	
Surveys	
Hydraulics/Hydrology	Scott Jutila & Jim Noren
Water Quality	Jim Noren
Real Estate	John Albrecht
Contracts	
Public Affairs	Shannon Bauer
Economics	Jeff McGrath
Environmental	John Shyne
Cultural	
GIS	Keith LeClaire
Project Manager	Aaron Snyder
Project Manager	Craig Evans

c. Hydraulics and Hydrology Technical Team:

Hydraulics and Hydrology Technical Team

Name	Organization	Phone	e-mail
Charlie Anderson	BDSWD	320-762-9740	jor@gctel.com
Bethany Bolles	EERC		bbolles@undeerc.org
Don Buckhout	DNR	218-755-4482	don.buckhout@dnr.state.mn.us
Damon DeVillers	Richland Co. WRD	701-642-5521	damond@iengi.com
Stuart Dobberpuhl	Corps of Engineers	651-290-5638	stuart.v.dobberpuhl@usace.army.mil
Randy Gjestvang	ND SWC	701-282-2318	rgjest@water.swc.state.nd.us
Erik Jones	BRRWD	701-237-5065	ejones@houstonengineeringinc.com
Scott Jutila	Corps of Engineers	651-290-5631	scott.a.iutila@usace.army.mil
Larry Kramka	DNR Waters	218-755-3973	larry.kramka@dnr.state.mn.us
Terry Lejcher	DNR	218-739-7448	Terry.Lejcher@state.mn.us
Jon Roeschlein	BDSWD	320-563-4185	bdswd@traversenet.com
Dan Thul	DNR		dan.thul@dnr.state.mn.us
Jeff Volk	SE Cass WRD	701-282-4692	jvolk@mooreengineeringinc.com
Xixi Wang	EERC (H&H modeler)	701-777-5224	xwang@undeerc.org
Lance Yohe	RRBC	218-291-0422	lance@redriverbasincommission.org
Jim Noren	Corps of Engineers	651-290-5626	james.b.noren@usace.army.mil

d. Environmental and Water Quality Technical Team:

Environmental and Water Quality Technical Team

Name	Organization	Phone	e-mail
Don Buckhout	DNR	218-755-4482	don.buckhout@dnr.state.mn.us
Mary Clawson	SD Game, Fish, & Parks	605-626-2392	mary.clawson@state.sd.us
Jack Frederick	MPCA	218-846-0734	john.frederick@pca.state.mn.us
Jim Noren	Corps of Engineers	651-290-5626	james.b.noren@usace.army.mil
Mike Sauer	ND Health	701-328-5237	msauer@state.nd.us
Mr. Lynn Schlueter	ND Game & Fish	701-662-3617	lschluet@state.nd.us
John Shyne	Corps of Engineers	651-290-5270	john.t.shyne@usace.army.mil
Henry VanOffelen	MCEA	218-847-1817	mcea@lakesnet.net
Pete Waller	BWSR	218-736-5445	pete.waller@bwsr.state.mn.us

12. Customer Involvement/in-kind services. It is anticipated that the Sponsors and other stakeholders will be intimately involved in this study. Some of that involvement may qualify for credit against the non-federal cost-share as in-kind services, as detailed below.

a. In-kind services (work-in-kind) are locally provided services and/or supplies that the Sponsor may provide to offset a portion of their cost share for the feasibility study. The use of in-kind services in lieu of cash for feasibility studies is authorized by Section 105 of the Water Resources Development Act of 1986, as amended. Work-in-kind is an option for the Sponsor within certain guidelines, and the value of the actual costs of negotiated in-kind services can reduce the Sponsors' cash requirement. Work-in-kind is allowable when it: 1) provides value added, and/or 2) results in completing necessary work faster, cheaper, or better than the Corps of Engineers could alone or by contract. Work-in-kind must be identified and documented clearly in the PMP before the work is begun. In-kind services must be in accordance with federal regulations, including OMB Circular A-87.

b. Work-in-kind must be performed by the Sponsor or by another non-federal partner under an approved third-party agreement with the Sponsor.

c. The process for claiming credit for in-kind services is:

- 1) negotiate the scope of services and associated costs between the Sponsor and the Corps,
- 2) document the actual expenditures made to accomplish the work-in-kind,
- 3) credit the local Sponsor with an in-kind service credit to reduce their cash contributions.

d. The value of Phase 1 in-kind services are estimated to be more than \$272,000 based on actual credits to date, expected credits for past work, and as indicated in the attached estimate which includes \$204,000 for Phase 1b. The value of anticipated Phases 2 and 3 in-kind services is unknown, but estimated to be \$45,000 for each phase (total \$90,000). It is probable that there will be supplements to the PMP scope later for inclusion of additional in-kind services during Phases 2 and 3. (Note: as the scope of work is refined by the PDT it is likely that additional in-kind services will be added and existing services modified to reflect actual work completed and costs these changes can be recommended and approved by the Project Manager on minor changes and major changes will require approval by the Executive Committee approval actions).

13. Scope of Work by Discipline. The scope of work for each task and discipline is described in the attached study cost estimate spreadsheets.

14. Milestones and Review Schedule.

Fargo-Moorhead and Upstream Area Feasibility Study
Milestone Schedule
5-Apr-08

Task #	Description	Duration	Start	Finish
1	Start Project	0 days	20-Aug-04	20-Aug-04
2	Phase 1	211 days	20-Aug-04	10-Jun-05
3	Initial Coordination	4 wks	20-Aug-04	16-Sep-04
4	Initial Coord Meeting	1 day	16-Sep-04	16-Sep-04
5	Hydrology and Hydraulics	28 wks	20-Sep-04	1-Apr-05
6	Economics	28 wks	20-Sep-04	1-Apr-05
7	Environmental coordination	10 wks	24-Jan-05	1-Apr-05
8	Water quality coordination	10 wks	24-Jan-05	1-Apr-05
9	Real estate analysis	3 wks	14-Mar-05	1-Apr-05
10	Cost Estimating	4 wks	7-Mar-05	1-Apr-05
11	Draft Recommendations	4 wks	4-Apr-05	29-Apr-05
12	DECISION POINT	0 days	29-Apr-05	29-Apr-05
12a	Develop Scope for Phase 1b	4 wks	17-Mar-08	17-Apr-08
12b	Initiate Phase 1b	0 days	17-Apr-08	17-Apr-08
12c	Complete Phase 1b	16 wks	17-Aug-08	17-Aug-08
12d	DECISION POINT	0 Days	20-Aug-08	20-Aug-08
13	PMP for Phase 2	6 wks	2-Sep-08	15-Oct-08
14	Public Meetings	2 days	17-Oct-08	19-Oct-08
15	Feasibility Scoping Meeting	1 day	15-Nov-08	15-Nov-08
16	Phase 2	285 days	10-Dec-08	23-Jan-10
17	Initiate Phase 2	0 days	10-Dec-08	10-Dec-08
18	Phase 2 analysis	52 wks	10-Dec-08	10-Dec-09
19	DECISION POINT	0 days	15-Dec-09	15-Dec-09
20	PMP for Phase 3	5 wks	15-Dec-09	23-Jan-10
21	In-Progress Review	1 day	15-Feb-10	15-Feb-10
22	Phase 3	104 wks	14-Mar-10	15-Mar-12
23	Initiate Phase 3	0 days	14-Mar-10	14-Mar-10
24	Phase 3 Analysis/Draft Report	40 wks	14-Mar-10	14-Dec-10
25	Alt. Formulation Briefing	1 day	15-Feb-11	15-Feb-11
26	Policy Guidance Memo	2 wks	15-Feb-11	1-Mar-11
27	Prepare Draft Report/EIS	10 wks	1-Mar-11	15-May-11
28	Draft EIS Review	7 wks	15-May-11	7-Jul-11
29	Prepare Final Report/EIS	10 wks	7-Jul-11	21-Aug-11
30	Submit Final Report to HQ	0 days	21-Aug-11	21-Aug-11
31	Agency and Public Review	7 wks	21-Aug-11	14-Oct-11
32	Respond to comments	2 wks	14-Oct-11	1-Nov-11
33	Draft Chief's Report to HQ	1 day	10-Nov-11	10-Nov-11
34	Final Chief's Report to ASA(CW)	6 wks	1-Jan-12	1-Jan-12
35	Submit report to OMB	2 wks	15-Feb-12	1-Mar-12
36	Submit report to Congress	0 days	15-Mar-12	15-Mar-12
37	Project Authorization	0 days	31-Oct-12	31-Oct-12

15. Phase 1 Deliverable and Prerequisite Schedule. TBD

16. Statement of Approval. This PMP was originally approved on 18-May-04 and further revised on 5-April-08. Subsequent changes have been coordinated with the Project Delivery Team.

/s/

Craig O. Evans
Project Manager

Aaron M. Snyder
Project Manager

ATTACHMENTS

- A. Feasibility Study Cost Estimate (PMPEst_total_18may04.pdf), 2 pages
- B. Phase 1 Feasibility Study Cost Estimate (PMPEst_ph1_9sep04.pdf), 3 pages
- C. Phase 1 Feasibility Study Work-in-kind Estimate (PMPEst_wik_18may04.pdf), 3 pages
- D. Phase 1b Cost Estimate and Work-in-kind
- E. Peer Review Plan

Phase 1b Work In-Kind Estimates

- 1) Develop a hydrologic runoff model for the North Dakota Wild Rice River, calibrate the model to the 1997 flood, compute 50-year and 100-year existing conditions hydrographs, computer 50-year, 100-year, and 1997 proposed conditions hydrographs.
- 2) Expand the existing unsteady (HEC-RAS) model for the Red River and the Wild Rice River. The models will be extended upstream of Wahpeton/Breckenridge to include the breakouts from the Bois de Sioux River to the Wild Rice River. The Wild Rice River model will be extended to approximately Wyndmere, NA and will include the Antelope Creek Watershed.
- 3) Review existing models that have been developed in the area and incorporate information gathered from those models.
- 4) Expand on Phase 1a and model the potential storage sites on the Wild Rice River and tributaries sites. This will include storage on the mainstem, offsite, and a combination of those options. This will be used to verify the results from Phase 1a.

The above tasks are part of Phase 1b and will be completed by the local sponsors and the Corps working together. The locals will primarily be responsible for items 2 and 4.

At this time it is estimated that the locals costs to complete items 2 and 4 is \$204,000. This is broken out as follows:

Expand Existing Unsteady (HEC-RAS) model and associated tasks - \$119,000

Model potential storage sites and associated tasks - \$85,000

Scopes of work have been develop and contain a detailed listing of the costs these are available from the Project Manager upon request. These estimates are subject to actual costs and may be modified by the Project Manager and the Project Delivery Team as necessary to expedite the completion of the project.

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5828 Type: Emergency Lift Station Repairs

Location: Storm Lift No. 8 Date of Hearing: 4/15/08
 300 Block of 32nd Street South

<u>Routing</u>	<u>Date</u>	
City Commission	<u>4/21/08</u>	Consent
PWPEC File	<u>X</u>	
Project File	<u>April Walker</u>	
Petitioners	<u> </u>	
David W. Johnson	<u> </u>	

The Committee reviewed the attached recommendations from April Walker for emergency repairs at Storm Lift No. 8.

On a motion by Bruce Hoover, seconded by Bruce Grubb, the Committee voted to recommend approval of the emergency repairs.

RECOMMENDED MOTION

Approve the following emergency repairs at Lift No. 8:

	<u>Cost Estimate</u>	<u>Funding</u>
1. Demolition of damaged building – Key Contracting	\$1,475	Insurance
2. JK Engineering contract for electrical design services	\$3,392	Insurance
3. Control panel upgrade	\$10,000	Storm Sewer Utility
4. Building replacement	\$50,000	Insurance

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Northland Insurance
Storm Sewer Utility for Control Panel Upgrade

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		<u>N/A</u>
Agreement for payment of specials required of developer		<u>N/A</u>
30% escrow deposit required		<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator	<u>X</u>	<u>X</u>		<u>X</u>
Jim Gilmour, Planning Director	<u>X</u>	<u>X</u>		
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer



Memorandum

To: PWPEC
From: April E. Walker, Storm Sewer Utility Engineer
CC: 5828
Date: 4/14/08
Re: Storm Lift Station 8

AEW

On April 8th, 2008 the city was notified of damage that had occurred to Storm Lift Station # 8. City staff responded to the site. Please see the attached photos of the damage. The Fargo Police department tracked the damage to a semi owned by Magnum Ltd. Their insurance company has been notified of the damage.

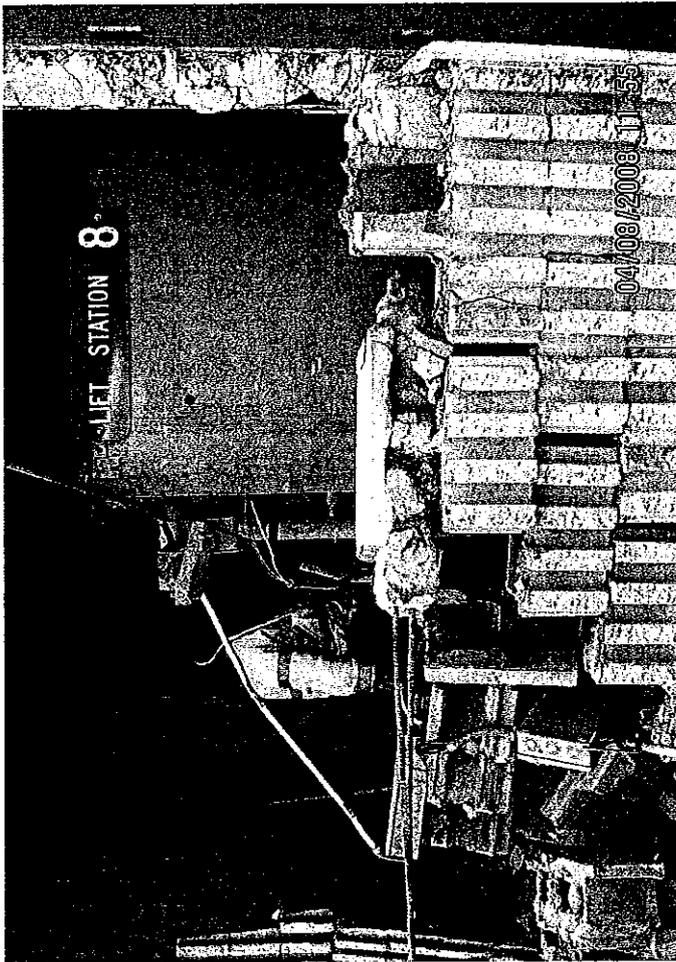
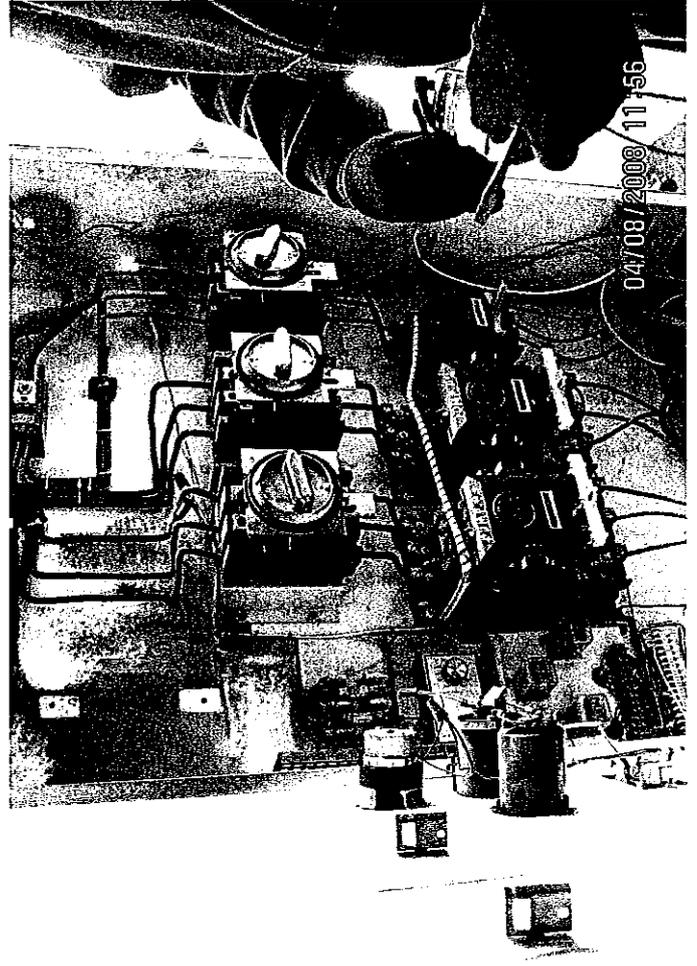
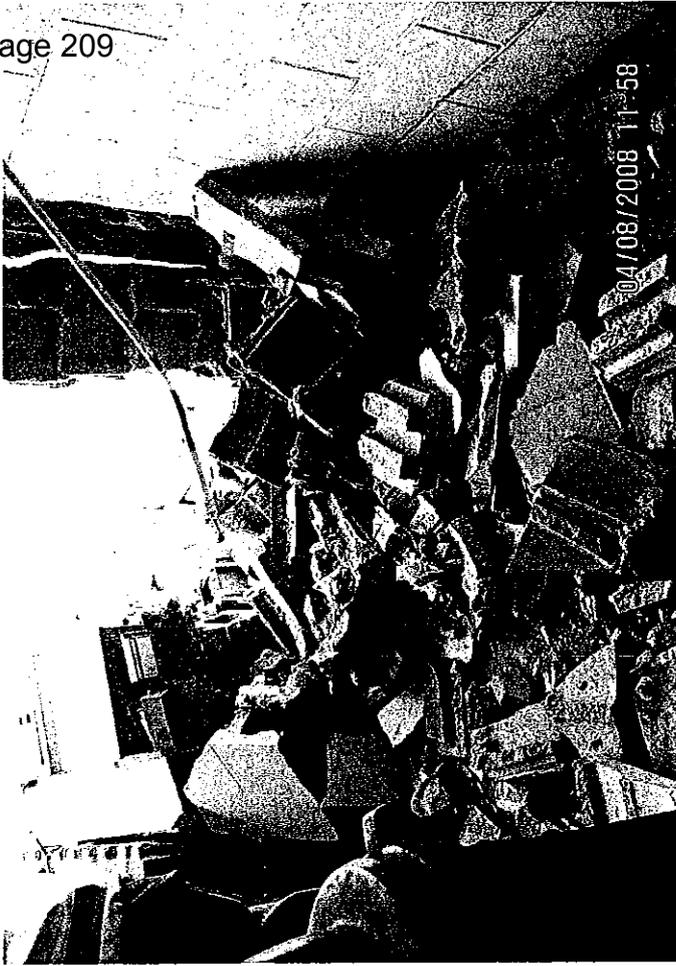
Xcel Energy was immediately contacted to kill the power to the station. On April 9th, 2008 JDP electric was hired to run temporary power to the control panel so that the pumps could continue to operate. The bill for this work has not yet been received.

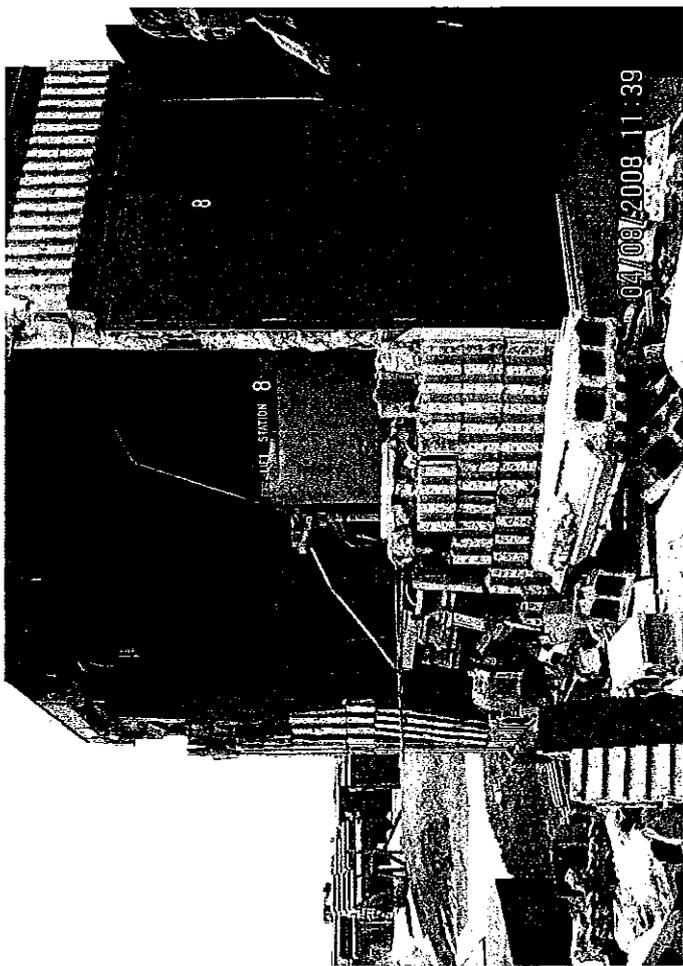
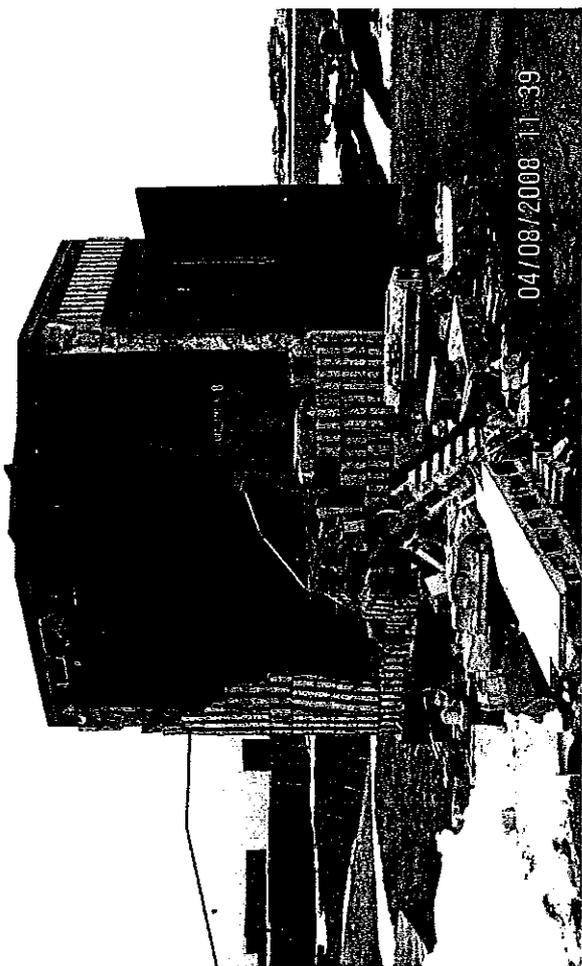
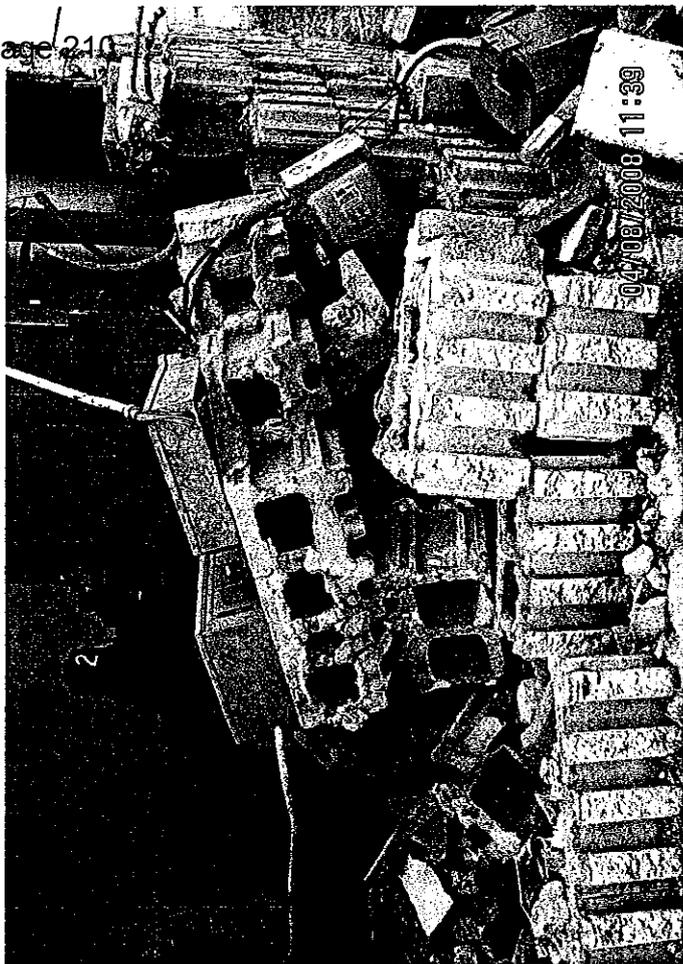
In addition the engineering department put out an emergency Request for Proposals for the demolition and removal of the remaining structure. The low bid for this work was submitted by Key Contracting for the amount of \$1,475. This demolition shall proceed this week. This takes care of the immediate needs for the station.

To restore the station to its previous condition a new structure will need to be erected and the electrical system will need to be replaced. Work has begun to prepare a project to address these issues. It is estimated that this will cost approximately \$50,000. This number is a gross estimate and will be refined as actual quantities are determined. This cost will be submitted to Northland Insurance for reimbursement.

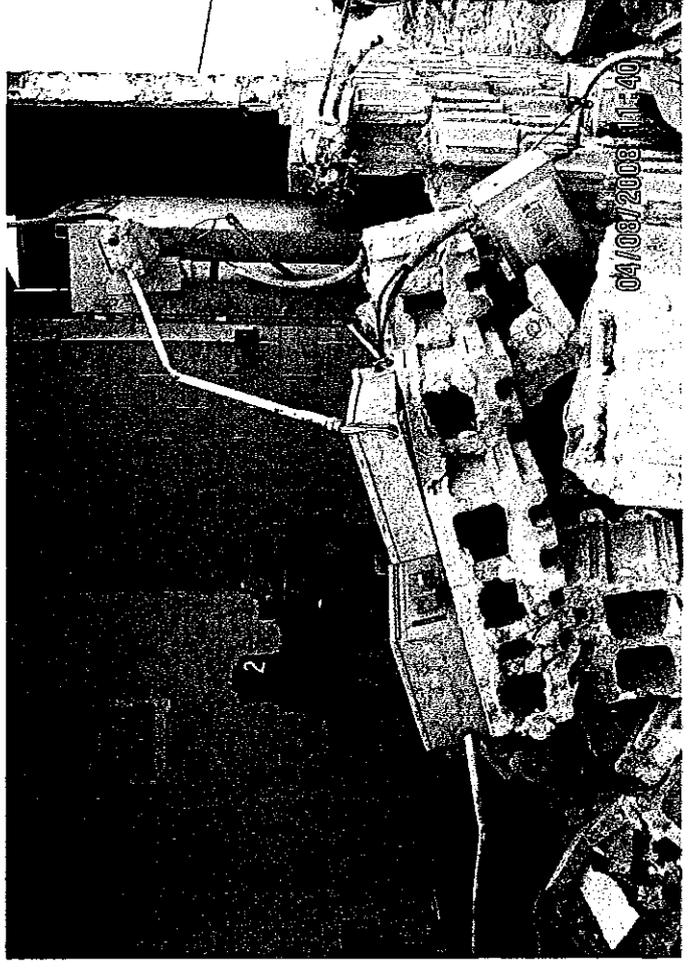
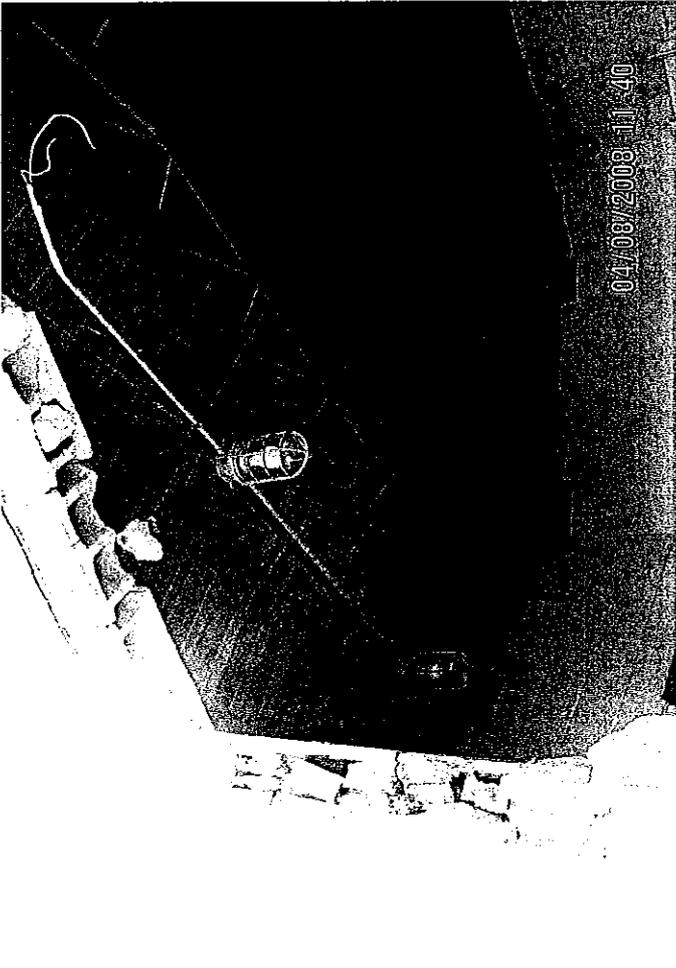
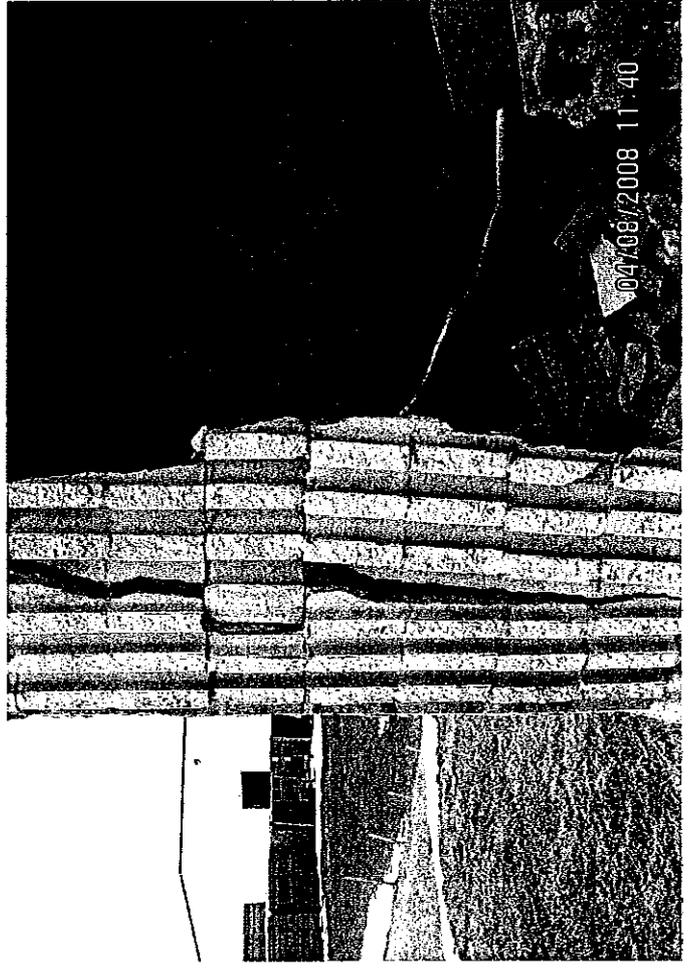
Public Works has expressed a desire to replace the control panel at this location at the time of the installation of the new electrical system. JK engineering has been contacted to submit a price for engineering services to redesign the electrical systems of this lift station including a new control panel. They have estimated that they can complete the redesign for an engineering cost of \$3,392 this would not be a reimbursable cost. The cost of the new control panel and associated equipment has not been determined. It would also be a non reimbursable cost.

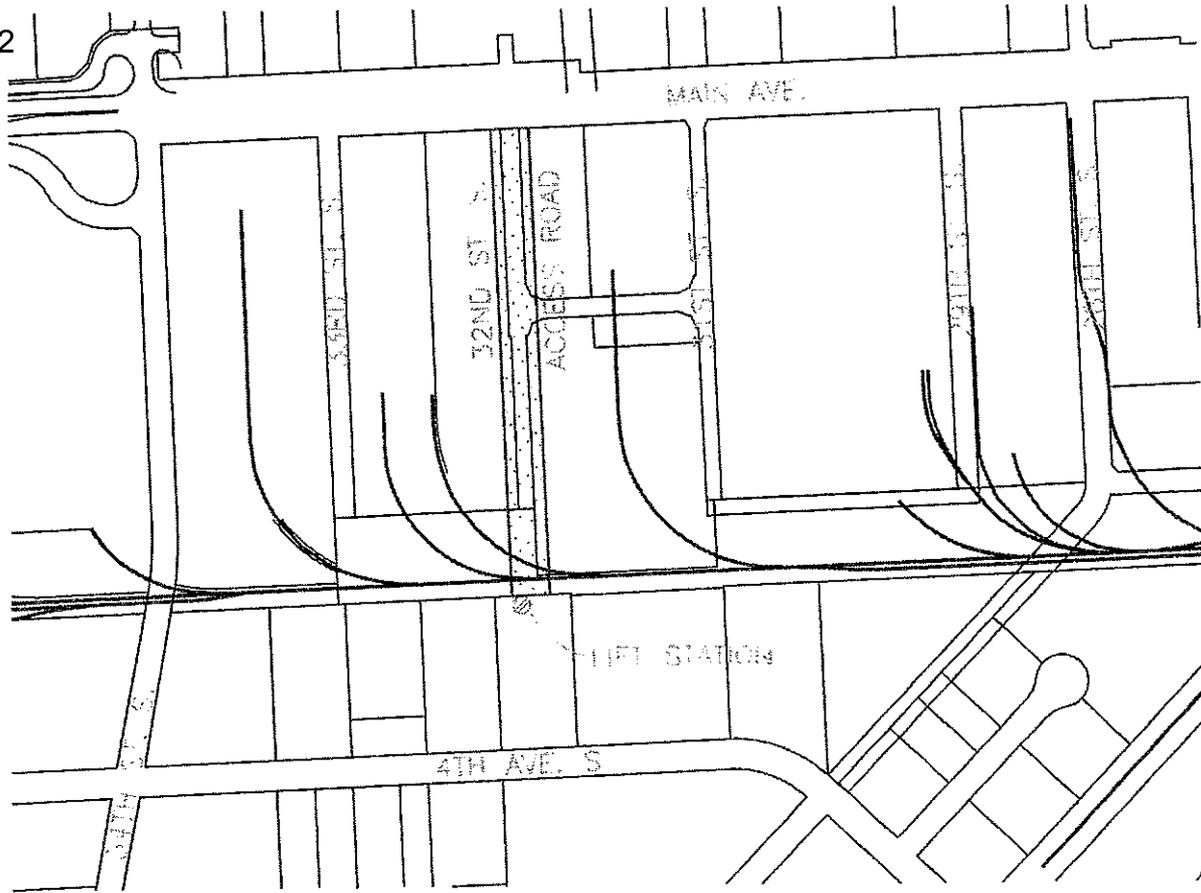
At this time I would like permission to proceed with having JK engineering design and estimate a cost for the upgrade of the control panel and electrical system at Lift Station #8.



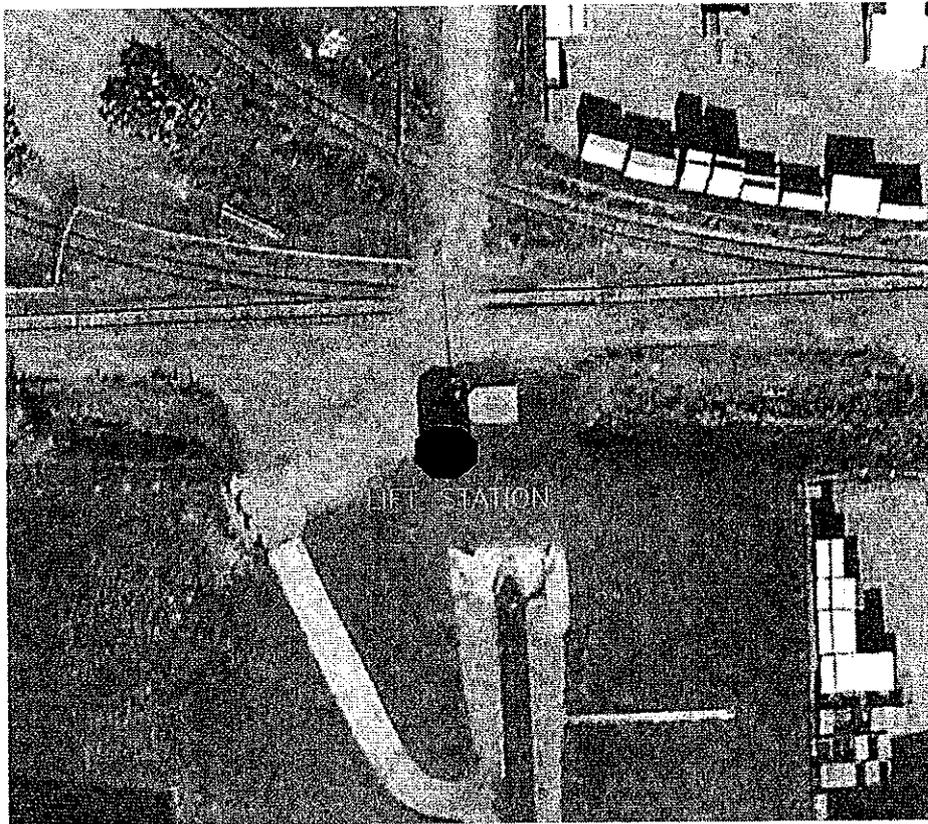


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LOCATION MAP
NO SCALE



Engineering Services Estimate

Project No. 08-013 By: Kyle Koterba, E.I.T. Date Prepared: April 9, 2008

Project Title: **City of Fargo Storm Lift #8 Replacement
City of Fargo, ND**



Phase: **Electrical Design Services**

	Hours				Drafter II
	Eng IV	Eng II	Eng Tech I	Eng Tech II	
1		24			16
2		4			
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Phase Tasks		Rate		Total
Eng IV	0	\$98.00	/Hour	\$0.00
Eng II	28	\$88.00	/Hour	\$2,464.00
Eng Tech I	0	\$75.00	/Hour	\$0.00
Drafter II	16	\$55.00	/Hour	\$880.00
Office Support		\$50.00	/Hour	\$0.00
Total Fee				\$3,344.00
Electrical Design Services				
Total Estimated Fees and Expenses:				\$3,392.00

Expense Calculation:		Rate		Total
Airline Travel	0 Trips	\$600.00	/Trip	\$0.00
Subsistence	0 Days	\$46.00	/Day	\$0.00
Motel	0 Days	\$109.00	/Day	\$0.00
Mileage	100 Miles	\$0.48	/mile	\$48.00
Printing - Office Supplies				
Telephone - Cell Phone				
Miscellaneous				
Total Expense				\$48.00

bb

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5829

Type: Pavement Management System
Street Condition Survey Update

Location: City Wide

Date of Hearing: 4/15/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/21/08</u>
PWPEC File	<u>X</u>
Project File	<u> </u>
Petitioners	<u> </u>
David W. Johnson	<u>X</u>

The Committee reviewed the attached recommendation from Dave Johnson, Deputy City Engineer, for an update of the street rating condition report as part of our Pavement Management System. The City uses ICON Pavement Management Software through GoodPointe Technology. Dave recommends that GoodPointe be retained to update the street condition report by completing a city wide inspection and rating using ride quality and digital imagery captured via their inspection van.

On a motion by Bruce Grubb, seconded by Bruce Hoover, the Committee voted to recommend approval of the Pavement Management System Street Condition Survey Update.

RECOMMENDED MOTION

Approve contract with GoodPointe Technology in the amount of \$174,444 for Pavement Management System Street Condition Survey update.

PROJECT FINANCING INFORMATION:

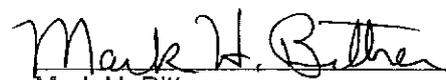
Recommended source of funding for project: Street Rehabilitation

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		<u>N/A</u>
Agreement for payment of specials required of developer		<u>N/A</u>
30% escrow deposit required		<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
Pat Zavoral, City Administrator	<u>X</u>	<u>X</u>		
Jim Gilmour, Planning Director	<u>X</u>	<u>X</u>		
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:


 Mark H. Bittner
 City Engineer



Memorandum

To: Mark Bittner; PWPEC
From: David W. Johnson, Deputy City Engineer
Date: 4/9/2008
Re: Proposal from GoodPointe Technology for Pavement Management System Update

Attached please find a proposal from GoodPointe Technology for collecting updated street and right-of-way information for our Pavement Management System. The City of Fargo entered into an agreement with GoodPointe Technology in 2005/2006 to provide for our pavement management system. At that time, GoodPointe set up our current pavement management system and provided a manual survey of the structural defects of all the streets in the city street system and provided ride ratings of the arterial and collector streets.

Best practices call for surveying and rating the City street network on a scheduled periodic basis to keep the street condition ratings current. Most cities rate their street network every two or three years. This proposal provides for that rating update. The City investigated doing this update for the entire system once every three years or by completing a third of the city every year. It appears to be more cost effective to conduct these surveys on a citywide basis every three years.

This survey is slightly different than the initial survey. We have worked with GoodPointe over the last few years to refine our rating system and have added the street ride quality as one of the primary criteria in the street rating system. Therefore this survey will include a ride rating on all of the streets in the city network. The other difference is in the actual method of data collection for the condition survey. The initial survey was a manual survey where every street was physically surveyed. This proposed survey will be conducted with high definition cameras mounted on a van which will automatically take pictures of the street and right of way at 20 foot intervals. The cameras will be pointed ahead of the van, at 30 degrees and these pictures will then be used to obtain a visual record which will be used to update our street ratings using the normal rating system criteria. The advantage is that there will be a photographic record with this method that makes it fairly easy to review questionable ratings as opposed to the initial survey where the rater would have to come to Fargo to re-rate a questionable street.

In addition, we have asked for an additional camera set at 90 degrees to the direction of travel to give us better photos of buildings and right of way features. These photos will be geo-referenced to the street centerline and these photos will ultimately be linked to our GIS map and available for a multitude of uses by various departments.

The cost is estimated at \$174,444 and will be funded from Street Rehabilitation funds. We recommend approval of this proposal from GoodPointe Technology and authorization to proceed.

Attachments (1)

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101



Client Copy

RE: ICON PMS IMPLEMENTATION PROJECT

Estimated Costs

This cost estimate is based on providing the services described under the Scope of Services, and Proposed Cost Schedule dated **April 8, 2008** for the City of Fargo, North Dakota. The cost estimate will not be exceeded without the additional authorization from the City.

The hourly or unit cost presented in this contract is based on the scope of services described and the assumption that the project will be completed within one year from the signature date. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the unit costs may be required for completion of the remaining tasks.

Invoices will be submitted on a monthly basis in accordance with the progress achieved in this project. Terms on payment for services are due immediately upon receipt.

GoodPointe Technology appreciates the opportunity to present this contract to you. It is being presented in duplicate so if it is acceptable, the original can be retained for your records and the copy can be signed and returned to us in its entirety as written authorization to proceed.

Authorization to Proceed:

Please proceed according to the terms stated above.

Total Authorized Budget: **\$174,444.00**

Date April 21, 2008

Client City of Fargo, North Dakota

Authorized Signature _____

Name Dennis R. Walker

Title Mayor

Date April 8, 2008

Authorized Signature Anthony J. Kadlec

Name Anthony J. Kadlec

Title Vice President



GoodPointe Technology Copy

RE: PROVISIONAL ICON EVALAUTION LICENSE

Estimated Costs

This cost estimate is based on providing the services described under the Scope of Services, and Proposed Cost Schedule dated **April 8, 2008** for the City of Fargo, North Dakota. The cost estimate will not be exceeded without the additional authorization from the City.

The hourly or unit cost presented in this contract is based on the scope of services described and the assumption that the project will be completed within one year from the signature date. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the unit costs may be required for completion of the remaining tasks.

Invoices will be submitted on a monthly basis in accordance with the progress achieved in this project. Terms on payment for services are due immediately upon receipt.

GoodPointe Technology appreciates the opportunity to present this contract to you. It is being presented in duplicate so if it is acceptable, the original can be retained for your records and the copy can be signed and returned to us in its entirety as written authorization to proceed.

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Please proceed according to the terms stated above.

Total Authorized Budget: \$174,444.00

Date April 21, 2008

Client City of Fargo, North Dakota

Authorized Signature _____

Name Dennis R. Walaker

Title Mayor

Date April 8, 2008

Authorized Signature Anthony J. Kadlec

Name Anthony J. Kadlec

Title Vice President

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1. STATEMENT OF QUALIFICATIONS AND EXPERIENCE

OUR TEAM

GoodPointe Technology, Inc. (**GoodPointe**) appreciates this opportunity to serve the City of Fargo and to introduce our consulting team, which includes **Lambda Tech International (LTI)**. Our team provides the City with a wealth of experience that has already served the needs of a variety of public organizations and private sector clients throughout North America and Asia, with a regional emphasis in the Midwest.



GoodPointe specializes in providing high quality data collection, data reduction, and implementation services for infrastructure management software systems. Over the past twenty years GoodPointe staff have also been involved in the development, redevelopment, implementation and/or integration of infrastructure management systems such as those developed by the San Francisco Bay Area MTC (BAMTCPMS™), Army Corps of Engineers (MicroPAVER™), Carter System, Infrastructure Management Services, Inc (IMS), Midwest Pavement Management, Inc, (PMP), China PMS, Highway Sign Inventory System, Infracon (PMS/IMS™), and Stantec™, as well as ICON and a number of other public agencies' infrastructure and pavement management systems.

GoodPointe Technology is headquartered in St. Paul, Minnesota, and employs technical staff located regionally across North America, Europe, and Asia.

Role in this Project: GoodPointe will serve as the prime consultant for this project and will be providing the required needs analysis, digital image data processing services and PMS software setup and training services.



Lambda Tech International (LTI) is a talented group of GIS, GPS and digital mapping professionals that design and build data collection vehicles, develop related software, and provide data collection, GIS mapping, and asset inventory services to a wide variety of clients in both the public and private sectors. The company principals have a collective total of nearly 80 years of mapping, GIS, and systems integration expertise. Two of these principals were part of the original mobile mapping development team at the Ohio State University Center for Mapping. Since that time, they have taken the technology far past preliminary speculation and have matured the current versions into dependable, sought-after tools for gathering and manipulating GPS mapping data in today's world, in real-time.

LTI support staff includes individuals who have earned B.A. degrees in Geography and GIS and function as field data collection specialists, digitizers, database programmers and software engineers.

LTI clients include cities, counties, state DOTs, telecommunication companies, utility companies, and transportation agencies. LTI has contracted for more than 100,000 miles of GPSVision data collection, mapping, road geometry and asset inventory on roads and rails in the U.S. and Canada since 1994.

Lambda Tech is headquartered in Fort Wayne, Indiana, and maintains an engineering and manufacturing facility in Columbus, Ohio.

Role in this Project: LTI will provide the digital image data collection technology proposed in this project.

OUR SERVICES

We help the authorities of public and private infrastructure/facilities to more effectively meet their management and maintenance needs by providing powerful, flexible, and easy to use management system software and implementation services.

These management system implementation services include:

- o Strategic planning and needs analysis for your local conditions;
- o Data transfer and design of pavement condition data collection services;
- o Infrastructure system performance analysis;
- o Software Development and Implementation Services;
- o GIS Consulting and System Reports Development and Training Services;
- o Generating budget analysis scenarios; and,
- o The development of short-term and long-term pavement maintenance/rehabilitation plans.

"What good is the information age if you do not have the right information?

To advance in this technology-driven world requires more than technical competency and the will to succeed; it requires the right people with the right technology, the right information and the spirit of cooperation.

We believe that life is too short not to enjoy what you're doing, especially when we consider all the time that we spend at work, trying to succeed and helping others succeed. As the pace of information systems and computer technology seems to quicken, we will work with you to sort out what information you need to manage, so that you can maintain your perspective, establish your vision, and achieve your goals.

Our mission is to: "Get to the point"; in other words, let's work together to determine the information that you need to succeed, then we'll do our best to put you in the position to collect, analyze, and use and maintain this information."

-From Our Corporate Mission Statement

To summarize: we design, develop, market, implement, and maintain infrastructure management software systems used by businesses, government agencies and other organizations located around the world. The use of these systems enables responsible officials to more cost-effectively manage assets; assets that range from provincial roadways, city streets, sidewalks, curb and gutter, signs and signals, facility parking lots and pathways, utility drainage and sewer systems, pipelines, park systems, and other such items.

OUR PHILOSOPHY

We realize that understanding and effectively resolving today's increasingly complex infrastructure problems requires an experienced, interdisciplinary team of professionals. Pavement and related infrastructure management systems no longer present single-issue solutions but interdependent ones that cross technical, departmental, regulatory, and governmental boundaries. That is why we take an integrated, interdisciplinary approach to help our clients meet these challenges.

We take great pride in delivering high quality infrastructure management software *and* system data to our clients, and we encourage you to contact our references to verify our claim as you perform your due diligence in consideration of this project. Since we work on "both sides of this equation", we realize it is not good enough to implement industry-leading software with poor quality data. Nor will it suffice to have the world's best data reside within a software program that is difficult to use, maintain, and cannot model the local dynamics that challenge your municipal infrastructure system.

OUR PEOPLE

Our personnel have been developing successful pavement management consultation relationships with local, national, and international government agencies since the 1980's. Our past project work has helped build the foundations of pavement management science in North America and the rest of the world. We believe our experience in the field of pavement management science, management system implementations, software development, and our experience in knowing how to work well with governmental agencies across the world, demonstrates our strong commitment to serving government agencies like yours.

OUR SOFTWARE PRODUCTS

GoodPointe is the developer of the Infrastructure Consultant (ICON) program, which is one of the most advanced asset management/maintenance management systems available on the world market, as well as other related software products that support the management of public and private infrastructure assets. Our core PMS technology was initially developed by our staff in 1982; our user-driven software development model takes advantage of our active user group and has helped our clients to successfully adapt to changes in technology and user needs over the last 20 years.

Our products and services are built upon a strong foundation of knowledge, which spans several decades of experience, in helping people effectively manage the infrastructure assets entrusted to them. We are experts in our niche in the world of infrastructure management systems technology and we are passionate in our mission to help you successfully manage your own corner of the world.

OUR STRATEGY FOR THIS PROJECT

Our experience has taught us to maintain a flexible approach in the process of working with clients in developing and implementing infrastructure maintenance management systems, since each project presents unique challenges that may depend on a combination of factors including: socio-economic conditions, infrastructure network condition, available staff resources of the project sponsor, and organizational receptivity to the management system.

Our strategy for the proposed project is to:

- Collect high quality pavement condition data according to the standards developed and documented for this project;
- Highlight the technical issues facing the City of Fargo infrastructure network;
- Work with your staff to determine aggressive, realistic goals for your network;
- Use a proven pavement management methodology to accomplish the goals; and,
- Establish the process so that Fargo can maintain its course with the PMS and other infrastructure management information that may be collected.

OUR PROPOSAL

We sincerely appreciate this opportunity to present this proposal to you, hope you enjoy reading it, and look forward to helping you find the best way to manage your infrastructure assets!

REFERENCES



WASHINGTON COUNTY
DEPARTMENT OF TRANSPORTATION
& PHYSICAL DEVELOPMENT
11660 MYERON ROAD NORTH · STILLWATER, MINNESOTA 55082-9573
651-430-4300 Facsimile Machine 651-430-4350

David C. Wisniewski, P.E.
Director
Donald J. Theisen, P.E.
County Engineer/Deputy Director
James D. Luger, R.I.A.
Platte Director
Virginia S. Chace
Administrative Services Division Manager
Michael J. Weiling, P.L.S.
County Surveyor
Marvin Erickson
Facilities Manager

October 31, 2003

Mr. Darwin Dahlgren, President
Goodpointe Technology
287 E 6th Street
St. Paul, MN 55101

Dear Darwin:

"Can't do it". "Not possible". "Cost too much". "You need to start from scratch". This is what we heard from other Sign Management software vendors when we asked about converting our existing sign database to new software.

Then we had a discussion with Tony and Amy from your office. The answer was, "We can do it". What a refreshing response. Your help in converting our sign data into the ICON Sign Management software not only saved us countless hours and money, but will pay dividends long into the future for us. We now have our pavement and sign management systems on the same software reducing the number of systems we need to maintain and train staff to use.

You have a great product with ICON. But what separates your software from the rest is your people. Tony, Amy, and Kirsten provide unparalleled customer service and expertise for us. It truly is an experience we do not get from any other engineering type software we have ever purchased.

It's a pleasure partnering with you on these management systems for our County.

Sincerely,

Don Theisen
County Engineer

Small, faint text at the bottom of the page, possibly a reference or footer.



city of eagan

PAT GEAGAN

Mayor

PEGGY CARLSON

CYNDEE FIELDS

MIKE MAGUIRE

MEG TILLEY

Council Members

THOMAS HEDGES

City Administrator

Municipal Center:

3830 Pilot Knob Road

Eagan, MN 55122-1897

Phone: 651.675.5000

Fax: 651.675.5012

TDD: 651.454.8535

Maintenance Facility:

3501 Coachman Point

Eagan, MN 55122

Phone: 651.675.5300

Fax: 651.675.5360

TDD: 651.454.8535

www.cityofeagan.com

THE LONE OAK TREE

The symbol of strength

and growth in our

community

June 4, 2004

Mr. Tony Kadlec
Good Pointe Technology
287 E. 6th Street, Suite 200
St. Paul, MN 55101

Re: To Whom it May Concern:

Tony,

I wanted to take a moment to compliment you once again on the wonderful work you and your staff have done for the City of Eagan over the past several years. All of our technology and asset management systems supported by your firm are fabulous!

I have had the sincere pleasure of participating with you and your staff as these programs/systems have been refined and implemented. You have customized the software to meet our needs and the results are very remarkable.

I have been continuously amazed and pleasantly surprised at how adept you and your staff are with effortlessly developing an understanding of these very unique disciplines. Additionally, Good Pointes' diplomacy, insight and poise as a participant during the rigorous brainstorming sessions that are part of these creative processes have proven invaluable. You and your people have mastered the ability to nurture that process in a productive leadership capacity without ever letting the participants realize that they are being shepherded by professionals.

Our collective City of Eagan hat is off to you and your staff, Tony. You have earned my most sincere respect. I would be more than happy to communicate about your companies unique skills and/or attributes with anyone that would ever need my recommendation.

Sincerely,

Tom Struve
Superintendent- Streets, Central Services, & Equipment
City of Eagan, Minnesota
651-675-5315

G:/TS/LETTERS/Traffic/Kadlec1-15-04



June 14, 2004

Mr. Tony Kadlec
Goodpointe Technology
287 E. 6th Street, Suite 200
St. Paul, MN 55101

Dear Tony:

I wish to take this opportunity to thank you and your staff for all the assistance and support your firm has provided the City of Bloomington. It is a rarity to work with a company, specifically a software company, that has been so willing to take suggestions and make modifications of existing software to meet the needs of an end user. Your Icon software has become an integral tool in our City's pavement management program.

The Icon asset management and future pavement condition forecasting abilities have allowed the City to develop and maintain pavement maintenance strategies that over time have saved scarce tax dollars by helping determine the right type of pavement rehabilitation at the most cost effective time of the pavement life cycle. Our City Council, past and present, have recognized the value of the program and continue to support it.

I have been impressed with Goodpointe's vision of the future. You and your team have always looked to the future while continuing to support the present. I appreciate your firm's support and willingness to listen to our concerns and develop solutions to our problems. I look forward to working with you for many years to come.

Sincerely,

Larry Tschida
Maintenance Superintendent

MAINTENANCE DIVISION
1700 WEST 98TH STREET, BLOOMINGTON MN 55431-2501
PH 952-563-8760 FAX 952-563-4770 TTY 952-563-8740

AN AFFIRMATIVE ACTION/EQUAL
OPPORTUNITIES EMPLOYER

List of Past Pavement Management Projects

- Anoka County, MN
- Arlington County, VA
- City of Arden Hills, MN
- City of Bloomington, MN
- City of Brooklyn Center, MN
- City of Brooklyn Park, MN
- City of Burnsville, MN
- City of Cedar Falls, IA
- City of Champlin, MN
- City of Chanhausen, MN
- City of Coon Rapids, MN
- City of Cottage Grove, MN
- City of Donna, TX
- City of Dothan, AL
- City of Eagan, MN
- City of Eden Prairie, MN
- City of Elk Grove, IL
- City of Evansville, IL
- City of Grand Rapids, MN
- City of Guangzhou, China
- City of Hopkins, MN
- City of Hutchinson, MN
- City of International Falls, MN
- City of Inver Grove Heights, MN
- City of Lakeville, MN
- City of Maplewood, MN
- City of Menlo Park, CA
- City of Minneapolis
- City of Monticello, MN
- City of Mounds View, MN
- City of New Hope, MN
- City of North St. Paul, MN
- City of Northfield, MN
- City of Oakdale, MN
- City of Ottumwa, IA
- City of Plymouth, MN
- City of Richfield, MN
- City of Robbinsdale, MN
- City of Rochester, MN
- City of Rosemount, MN
- City of Roseville, MN
- City of San Antonio, TX
- City of San Francisco, CA
- City of Sausalito, CA
- City of Shakopee, MN
- City of Shawnee, OK
- City of Shijiazhuang, China
- City of Shoreview, MN
- City of South Pasadena, CA
- City of Tallahassee, FL
- City of Tulsa, OK
- City of Woodbury, MN
- Coco Solo Hospital, Panama
- Columbus Consolidated Government, GA
- Dakota County, MN
- Dodge County, MN
- El Paso County, Texas
- Fairfax County, Virginia
- Fillmore County, MN
- Fort Buchanan, San Juan, Puerto Rico
- Fort Clayton, Republic of Panama
- Fort Devens, Ayer, MA
- Fort Drum, Watertown, NY
- Fort Gillem, Georgia
- Fort McCoy, Sparta, WI
- Fort McPherson, GA
- Fort Meade, Baltimore MD
- Fort Sam Houston, San Antonio, TX
- Fort Stewart, GA
- Fort Story, Virginia Beach, VA
- Freeborn County, MN
- Goodhue County, MN
- George Air Force Base, CA
- Grand Forks-East Grand Forks MPO
- City of Grand Forks, ND
- City of East Grand Forks, MN
- Hennepin County, MN
- Hidalgo County MPO
- City of Alamo, TX
- City of Edinburg, TX
- City of McAllen, TX
- City of Mercedes, TX
- City of Pharr, TX
- City of San Juan, TX
- City of Weslaco, TX
- Hunter Army Air Field
- Kanabec County, MN
- Marine Corps Recruit Depot, SC
- McClellan Air Force Base, CA
- Metropolitan Airports Commission (MAC)
- Mille Lacs County, MN
- Minneapolis Park and Rec Board, MN
- Monterrey County, CA
- Montgomery County, TX
- Naval Air Station, Cecil Field, FL
- Naval Air Station, Engelside, TX
- Olmsted County, MN
- Peterson Air Force Base, CO
- San Bernardino County, CA
- Scott County, MN
- Sherburne County, MN
- Stanford University, CA
- Steele County, MN
- Tulsa District Corps of Engineers, OK
- University of Minnesota, Minneapolis, MN
- US Army Reserve Corps
- USMCA, Baumholder, Germany *
- USMCA, Fulda, Germany
- USMCA, Geopplingen, Germany
- USMCA, Hanau, Germany
- Village of Highland Park, IL
- Village of Inverness, IL
- Village of St. Anthony, MN
- Washington County, MN
- Wright County, MN

* **In this PMS project, GoodPointe CEO Darwin Dahlgren was the first private consultant to implement the MicroPaver program.**

2. SCOPE OF SERVICES

TASK 1. COMPREHENSIVE PAVEMENT CONDITION SURVEY

Data Collection Plan

GoodPointe will collect digital images for the entire 405-centerline mile network in both directions to collect a total of 810 image miles of digital data. Utilizing this data, GoodPointe will facilitate a sample-based PCI survey (Task 1.1) according to the specifications outlined in this proposal.

Additionally, Pavement Roughness (IRI) Data will be collected, compiled, and reported (Task 1.2) for approximately 435-centerline miles of roadways to support the calculation of a Ride Condition Index (RCI). The PCI and RCI scores will be equally weighted and incorporated into a Pavement Quality Index (PQI) and imported into the ICON PMS database for future use.

Although pavement strength testing is not proposed for this project, this type of information can be integrated into the City PMS (via the PQI) at a future date, according to the City's needs.

Task 1.1 Pavement Surface Distress Condition Survey

Pavement Surface Distress Condition Survey

GoodPointe Technology will use the most current set of available inventory data from available City sources to perform the field survey of physical pavement features. GoodPointe Technology will validate the information and any incorrect and/or missing data will be entered into the ICON PMS database accordingly.

Our preliminary recommendation for the City is to implement the Pavement Condition Index (PCI) survey methodology for evaluating the surface condition of both bituminous and concrete pavements under the jurisdiction of the City. The PCI is a numerical expression of a pavement condition rating system, which was initially developed by the U.S. Army Corps of Engineers. The PCI methodology is used nationwide and is endorsed by the American Public Works Association (APWA), the Federal Aviation Administration (FAA), the U.S. Military, and has been standardized by the American Society of Testing and Materials (ASTM).

GoodPointe Technology uses the PCI methodology as the basis for the majority of our pavement management system implementations because it provides a reliable and repeatable methodology that follows nationally established definitions and procedures and provides the greatest utility for pavement rehabilitation analysis.

DIGITAL IMAGING SURVEY OF ROW FEATURES**Digital Imaging Survey**

The pavement condition survey data will be recorded based upon actual surface conditions and physical characteristics of each pavement inventory unit defined in this project. All digital image data collected in the field will be automatically geo-referenced and stored in onboard computer hardware, for eventual transfer into the ICON Pavement Management Software Program.

Our team will meet the City's critical inventory and condition survey requirements by providing *sub-meter coordinate accuracy coupled with an asset feature extraction process that does not require field inspections*. While some details of this approach may be tailored to meet additional specific needs of the City, the general approach is as follows:

STEP 1. DIGITAL IMAGE ACQUISITION

All designated roadway routes under the jurisdiction of the City would be driven by one or more specially equipped data collection vehicles such as the following.

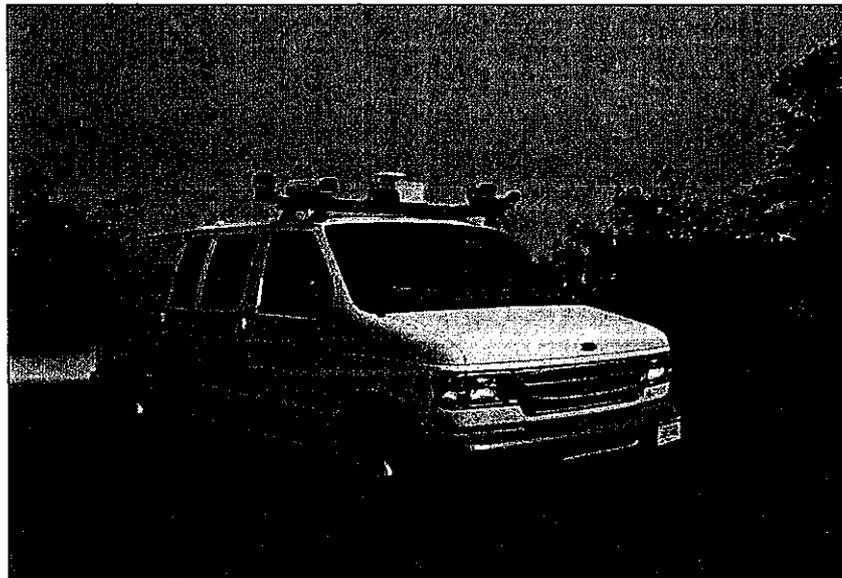


Figure 1. Data collection van proposed for this project.

The actual collection process makes use of the latest digital imaging and Global Positioning System (GPS)/Inertial Navigational System (INS) technology to capture accurate feature location coordinates and a digital record of each visible feature simultaneously.

All imagery is captured with multiple full-frame progressive scan digital color cameras. The best available cameras currently on the market feature Sony™ high-resolution (1392 pixels x 1040 lines) digital cameras, which take snapshots at pre-set intervals along the designated route, as shown in the following example. While not a moving video of the route, images are sequenced to simulate a full video log along each street.



Figure 2. This front view image was captured using Sony's high-resolution digital cameras.

The two sets of digital imaging cameras are mounted on a frame on the van and are

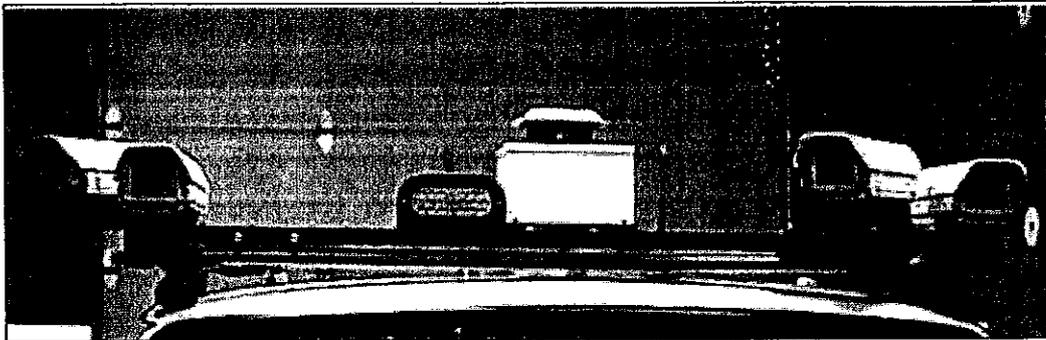


Figure 3. Close-up view of the four (4) camera configuration on top of the van.

capable of supporting multiple viewing angles, to a maximum 30-degree side view as shown below.



Figure 4. Sample 30-degree right view image used for detailed view of right-of-way features.

For this Project: A Five (5) Camera Configuration

Under the terms outlined in this proposal, GoodPointe Technology will add a fifth camera, oriented 90° to the right, relative to the direction of travel.

STEP 2. DEFINITION OF FEATURES AND ATTRIBUTE INFORMATION

The imaged roadways will include many different types of infrastructure assets, however, the focus of this project will be pavements and pavement condition. Our team will work with the City to determine a list of data attributes to be evaluated and then 'extracted' from the digital image data collected for this project.

NOTE: the digital image data collected by the van can be continually used and re-used for extracting additional infrastructure features (e.g. pavement striping, etc.) as the City's needs and resources allow.

Definition of Attribute/Feature Information

Since the imaged roadways may include both Portland Cement Concrete (PCC) and Asphalt Concrete (AC) pavement types, a PCC Distress Attribute/Feature list and a separate AC Distress Attribute/Feature list will be developed and finalized with the City before the extraction work proceeds.

For example, one PCC Distress Feature might be 'Corner Break' and would have the three (3) attributes of 'Low Severity', 'Medium Severity', and 'High Severity'. An example of one AC Distress Feature might be 'Alligator Cracking' and would have the three (3) attributes of 'Low Severity', 'Medium Severity', and 'High Severity', etc.

STEP 3. DIGITAL IMAGE EXTRACTION PROCEDURE

The digital imagery is overlapped to support stereo positioning of right-of-way features visible in both frames. The required feature and attribute information will be subsequently tagged using *Feature Extraction* software.

Pavement Condition Survey

The digital image data will be used to facilitate a detailed pavement condition survey, in which the various pavement distresses will be digitally measured from the images collected in the field. For example, a condition survey 'sample box' will be laid down upon each PMS inventory section and then the individual pavement distresses within the sample box will be identified and measured (e.g. the actual area of a permanent patch, length of a longitudinal/transverse crack, etc.). The measured information is then registered in the underlying relational database and the corresponding GPS (XYZ) coordinates are calculated and stored for future reference in the City GIS.

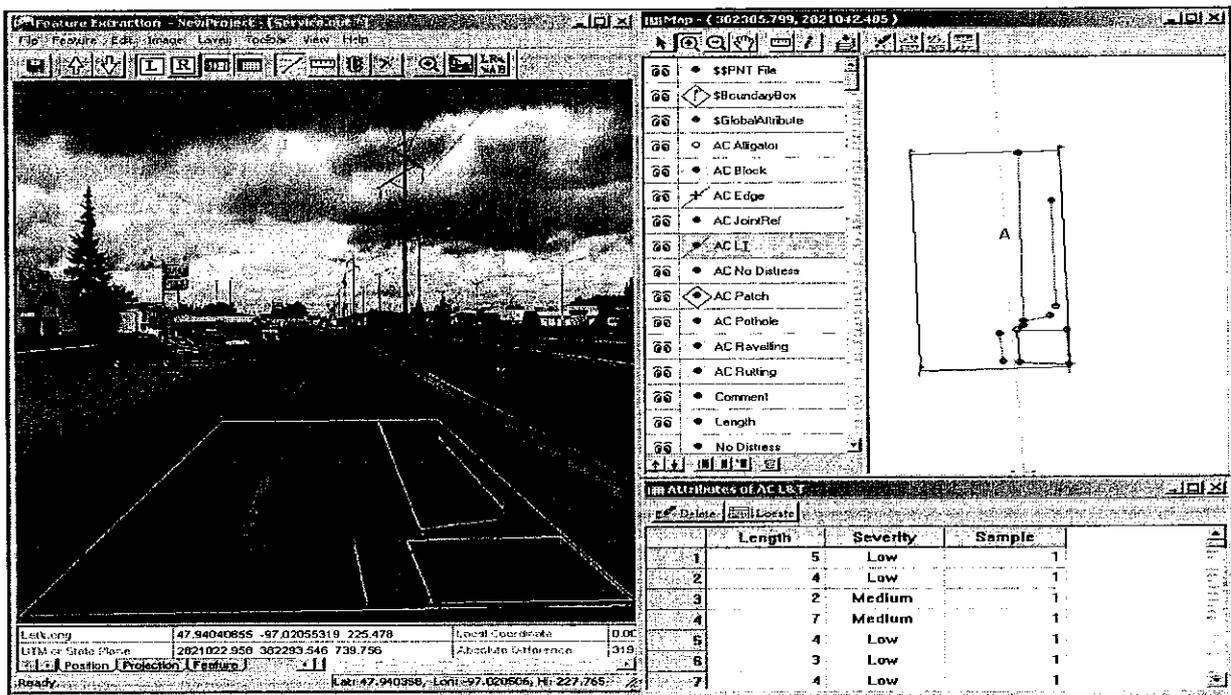


Figure 5. Perspective view digital image from the extraction software, showing sample box width, distress list, map of distress locations and attributes for each pavement condition feature.

The collected digital image data is organized within digital file folders, each of which is named for a unique roadway name in the City pavement network (from 'Adams Street S.' to 'Woodland Drive NE', etc.).

Using the feature extraction software, each roadway file will be opened and the roadway will be evaluated for desired features/attributes according to the extraction plan and pavement sampling specifications established for this project.

Definition of Pavement Sampling Methods

The pavement sampling procedures will follow the standard PCI sampling guidelines outlined in ASTM PCI Standard D6433-03:

Given	Evaluate
1 to 5 Sample Units	1 Sample Unit
6 to 10 Sample Units	2 Sample Units
11 to 15 Sample Units	3 Sample Units
16 to 40 Sample Units	4 Sample Units
Over 40 Sample Units	10% of the Sample Units

Where a pavement sample unit is defined as 2,500 square feet +/- 1,000 square feet.

In coordination with the Distress Feature/Attribute list, GoodPointe will visually evaluate the individual distress items for the severity and extent of the distress according to the standard PCI methodology. Each distress will be recorded into an attribute database table and transferred into the ICON pavement management database for each sample unit measured, to provide an individually-calculated Pavement Condition Index (PCI) for each sample and an average PCI for each inventory unit.

After the pavement condition information has been captured for the designated routes and attribute tagged, it will be transferred into the ICON PMS for ongoing maintenance. The data can also be output to the City's GIS through ESRI ArcView shape file format for additional mapping and analysis. The digital imaging technology will be able to locate point attributes (e.g. potholes) to sub-meter, geo-positional (xyz) accuracy relative to their true location or position on the Earth.

Curb Survey

Curbing type, extent, and observed condition can also be extracted (at an additional cost) for the purposes of developing pavement rehabilitation strategies.

STEP 4. DELIVERY OF THE DATA COLLECTED IN THIS PROJECT

Attribute Data

GoodPointe will deliver the pavement condition data in a MS Access database table according to the file format and specifications established for this project, to be queried into the City's ICON PMS relational database management system.

GIS Data

After the inventory features are captured and attribute tagged, they can then be exported to the City GIS in an ESRI ArcView shape file format. The ESRI shape files that are created will also show the location of each pavement sample that was evaluated and the pavement distresses that were captured in the pavement sample.

Digital Image Data

The digital images will be delivered to the City via an external hard drive, which will be returned to the consultant team at the conclusion of the project. The cost estimate of this proposal does not include the budget for purchasing computer hardware for the long-term storage of the digital image data. The City will need to procure the necessary hardware upgrade for its LAN Server at its own cost, for meeting the long-term data storage requirements for the digital images collected in this project.

Right-of-Way Digital Imaging Benefits

To summarize, the benefits to implementing digital imaging survey technology are notable:

- To augment the City's efforts in its mission to inventory its natural and manmade infrastructure assets for GASB34 reporting purposes;
- To speed up the data collection and integration process for select infrastructure assets (e.g. pavements, pavement condition), so that these assets can be more effectively and digitally managed in a relational database management system such as the ICON program;
- The data extraction process is flexible and will be customized to meet the City's needs as these needs develop over time;
- The extracted data is automatically and directly mapped to the City GIS for additional analysis and plotting (e.g. specific location of pavement distress);
- The data collection process will provide a repository of non-proprietary digital images (*.jpg format) and do not require proprietary software to view. NOTE: if the City wishes to extract specific attribute data using the digital images, additional software licensing costs (not captured in this proposal) will apply.
- Minimizing the City's Legal Liability. The collected images will serve as a useful and valuable point of reference for City staff to document right-of-way issues such as the location and presence of traffic control devices (e.g. a stop sign) at the date of survey.

"Terrascribe/Top-Down/Strip Mapping" Technology

Our initially proposed scope of work was based on using our latest available digital imaging technology, referred to as "Terrascribe/Top-Down/Strip Mapping" technology, which involves a specialized post-processing operation to transform the digital images from a basic "perspective" view (as collected from the data collection van) to an additional "top-down" view, as shown in the following figure.

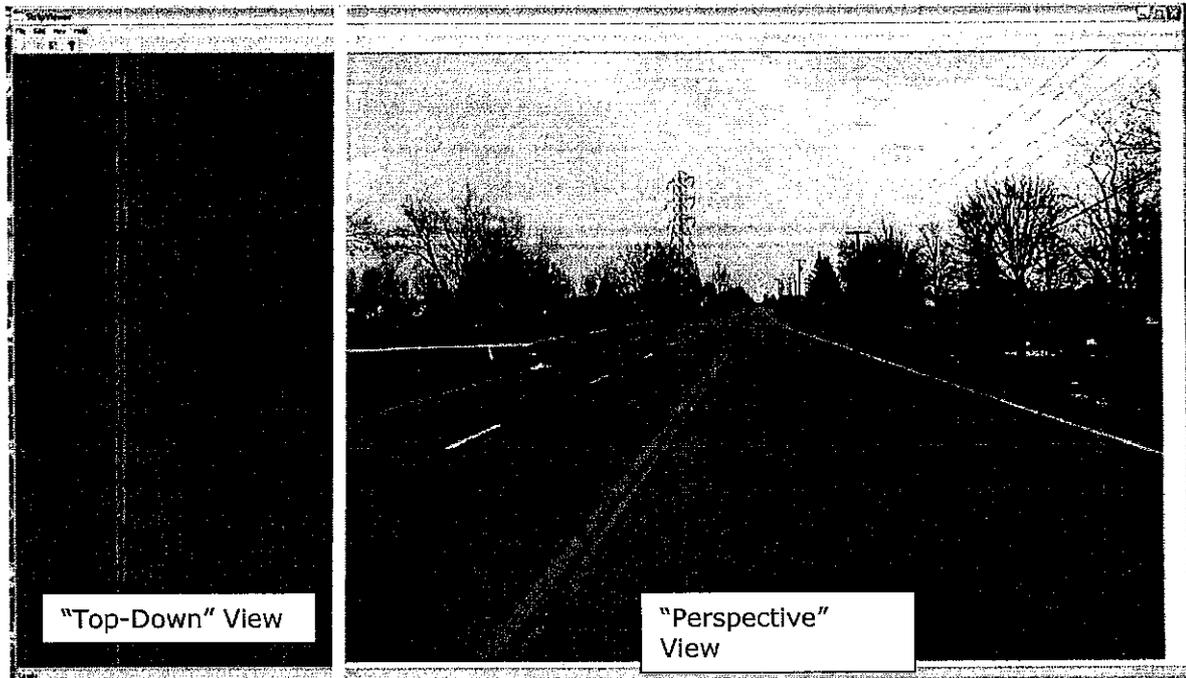


Figure 6. "Top-Down" View vs. "Perspective" View for Pavement Condition Surveys.

This specialized post-processing operation, to join the "Perspective" view images together to constitute a "Top-Down" view requires closer image spacing (e.g. every 6 meters) to provide better overall quality in the resulting strip map.

Please note, we can avoid the cost of upgrading the basic "Perspective" view images to the transformed "Top-Down" view images, however, doing so will come with certain trade-offs in productivity and project schedule, here's why.

From a practical standpoint, it is more efficient for our staff engineers to execute a pavement condition feature extraction survey using the "Top-Down" view vs. using the "Perspective" view, as the pavement distresses are more readily viewable in the former view relative to the latter view.

As a result, we are able to obtain increased pavement condition survey production rates (miles of survey/hour worked) to offset the additional costs associated with the required post-processing to obtain that "Top-Down" view.

Additionally, the utilization of strip map images for the "Top-Down" aerial view enables our staff to integrate these images with other rectified digital aerial photography data sources to provide a more comprehensive view of the City's right of way, so that we can more readily implement our pavement sampling procedures for the given local conditions.

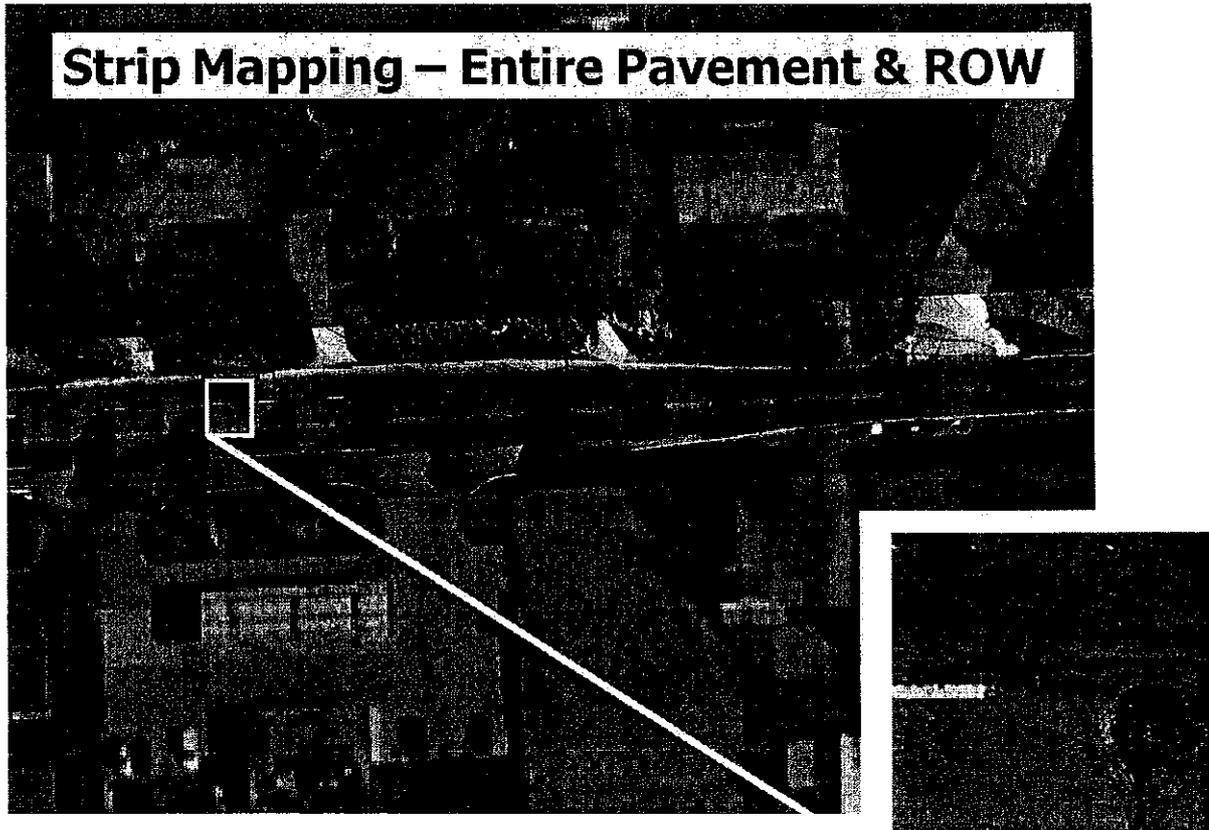


Figure 7. "Top-Down" View integrates with other rectified digital aerial photography data sources to provide a more detailed and comprehensive view of the City's right of way (ROW).

That said, it is still possible to facilitate the pavement condition survey in the "Perspective" view and avoid the post-processing cost of the "Top-Down" view, while simultaneously providing survey results of comparable quality.

Task 1.2 Ride Quality/Roughness Survey

GoodPointe will facilitate a ride quality/roughness survey for the Fargo pavement network to provide another useful measure of the condition quality of a roadway pavement.

Ride quality or roughness is most commonly measured and expressed in terms of the International Roughness Index (IRI), however, it can be reported in qualitative terms (good, fair, poor, etc.) based on the data collection plan and models developed for this project. The IRI scale is linearly proportional to roughness. If all of the elevation values

in a measured profile are increased by some percentage, then the IRI increases by exactly the same percentage. An IRI of 0.0 means the profile is perfectly flat. There is no theoretical upper limit to roughness, although pavements with IRI values above 8 m/km are nearly impassable except at reduced speeds.

Based on the data collection plan established for this project, the Fargo network will be divided into a number of smaller test sections for implementing the roughness survey. During the survey, the location of events of interest such as railway crossings will be recorded along with the roughness and speed data to help explain any unusually high results. If conditions allow, accuracy at the end of the survey will be improved by inserting a control point at the end of the survey section.

The collected data will be downloaded and processed using data processing software. The event data will be edited after data processing. When the data processing is complete, a number of roughness reports will be generated for distribution to the City. These reports can be viewed and printed directly from ICON or they can be accessed via third-party data formats such as MS Word, Excel, etc.

3. PERFORMANCE AND COST SCHEDULE

Project Schedule

The proposed project schedule will be provided to the City upon the City's indicated notice to proceed.

Cost Schedule

Digital Survey with IRI*	Quantity	Units	Unit Cost	Total
Digital image data collection	810	Image miles	\$ 69.00	\$ 55,890.00
Add 5 th Camera for Property Images	810	Image miles	\$ 6.90	\$ 5,589.00
Upgrade to 6M spacing, strip maps	810	Image miles	\$ 36.00	\$ 29,160.00
GoodPointe PCI Extraction Survey	405	Centerline miles	\$ 150.00	\$ 60,750.00
IRI Data Collection	435	Lane miles	\$ 53.00	\$ 23,055.00
* Perspective images plus Strip Maps, 6M spacing				\$ 174,444.00



ENGINEERING DEPARTMENT

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

April 17, 2008

cc

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: City of Moorhead Bid Award Concurrence
Center/NP and 1st Avenue Bridge Repair
Project No. 5163-7

Dear Commissioners:

Bids were opened by the City of Moorhead on Wednesday, April 17, 2008, for Center/NP and 1st Avenue Bridge Repair, Project No. 5163-7.

The bids were as follows:

Industrial Builders	\$274,103.00
Progressive Contractors	\$297,974.00
Engineer's Estimate	\$154,250.00

The special assessment escrow is not required.

This office recommends concurrence in the City of Moorhead bid award to Industrial Builders in the amount of \$274,103.00 as the lowest and best bid, with a 50/50 City of Fargo cost share.

Sincerely,

Mark H. Bittner
City Engineer

MHB/bem
Attachment

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

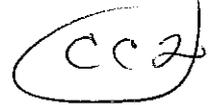


**Bid Tab for Eng. No. 07-13-3 & 07-13-2
Center Avenue, NP Avenue & First Avenue North - Bridge Expansion Joint Replacement**

Bids opened on 4/16/08

		ENGINEER'S ESTIMATE		INDUSTRIAL BUILDERS		PROGRESSIVE CONTRACTORS	
Spec No.	Item	Unit	Qty	Unit Price	Total	Unit Price	Total
Schedule 1.0 Center/NP Avenue Bridge (#5270)							
2021.501	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00
2433.502	Remove Concrete	CY	8	\$2,000.00	\$16,000.00	\$4,000.00	\$32,000.00
2433.603	Reconstruct Expansion Joint Type A	LF	192	\$250.00	\$48,000.00	\$234.00	\$44,928.00
2563.601	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
Schedule 2.0 1st Avenue North Bridge (#14511)							
2021.501	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00
2433.603	Reconstruct Expansion Joint Type Special	LF	161	\$250.00	\$40,250.00	\$675.00	\$108,675.00
2476.601	Waste Collection & Disposal	LS	1	\$15,000.00	\$15,000.00	\$33,000.00	\$33,000.00
2478.506	Organize Zinc-Rich Paint System (Old)	LS	1	\$15,000.00	\$15,000.00	\$28,500.00	\$28,500.00
2563.601	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
				BID TOTALS	\$154,250.00	\$274,103.00	\$297,974.00

April 16, 2008



Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. 5801

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 16, 2008, for New Construction City Order Sidewalks & Approaches, Project No. 5801, located City wide.

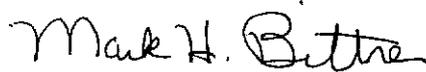
The bids were as follows:

Adelman Concrete & Excavating	\$190,337.50
Ti-Zack Concrete, Inc.	\$199,375.00
Strata Corporation	\$209,150.00
Specialized Contracting	\$234,740.00
Opp Construction Co.	\$241,740.00
Engineer's Estimate	\$216,670.00

The special assessment escrow is not required.

This office recommends award of the contract to Adelman Concrete & Excavating, in the amount of \$190,337.50 as the lowest and best bid.

Sincerely,



Mark H. Bittner
City Engineer

MHB/pan

April 16, 2008

cc 3

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. 5802

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 16, 2008, for Reconstruction of City Order Sidewalks & Approaches, Project No. 5802, located at 24th Avenue North to south side of 28th Avenue North from Broadway to Elm Street, and ADA's only at 32nd to 35th Avenue South, 18th Street to 25th Street.

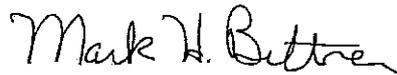
The bids were as follows:

Adelman Concrete & Excavating	\$210,862.00
Ti-Zack Concrete, Inc.	\$214,570.00
Specialized Contracting	\$251,760.00
Opp Construction	\$267,794.50
Strata Corporation	\$278,413.00
Engineer's Estimate	\$240,890.00

The special assessment escrow is not required.

This office recommends award of the contract to Adelman Concrete & Excavating, in the amount of \$210,862.00 as the lowest and best bid.

Sincerely,



Mark H. Bittner
City Engineer

MHB/bem

April 16, 2008

cc4

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. 5812-01

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 16, 2008, for Street Reconstruction and Incidentals, Project No. 5812-01, located at 13th Avenue South from 47th Street to 52nd Street – Adding 3rd Westbound Lane.

The bids were as follows:

Specialized Contracting	\$229,994.58
Dakota Underground	\$233,542.50
Strata Corporation	\$236,213.10
Northern Improvement Co.	\$245,017.20
Master Construction Co., Inc.	\$262,229.05
Opp Construction Co.	\$274,826.21
Engineer's Estimate	\$211,649.35

The special assessment escrow is not required.

This office recommends award of the contract to Specialized Contracting, in the amount of \$229,994.58 as the lowest and best bid.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/pan

April 17, 2008

CC5

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: Project SW08-01

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 16, 2008, for Cell 12 Construction at the City of Fargo Landfill.

The bids were as follows:

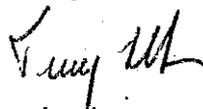
Jensen Bros Construction	\$394,860.00
Industrial Builders, Inc.	\$398,380.00
Comstock Construction, Inc	\$415,460.00
Wanzek Construction	\$476,860.00
Strata Corp	\$595,990.00

This office recommends award of the contract to Jensen Brothers Construction in the amount of \$394,860.00 as the lowest and best bid. Funding for construction of Project SW08-01 is contained in the 2008 Solid Waste Division budget.

SUGGESTED MOTION:

Accept the bid from Jensen Brothers Construction in the amount of \$394,860.00 for Cell 12 Construction.

Sincerely,



Terry Ludlum
Solid Waste Utility Manager

cc: Pat Zavoral, City Administrator
Bruce Grubb, Enterprise Director
Steve Sprague, City Auditor
Jensen Brothers Construction, Jensen
Comstock Construction, Inc, Riely
Strata Corporation, Aune
Randy Hanson, Wenck Associates
Duane Haugen, Landfill Foreman
Sharon Plecity, Auditors
Industrial Builders, Inc, Habberman
Wanzek Construction, Aadland

TL/jae
Attachment

T:\SolidWaste\SolidWaste\WORDDOC\LANDFILL\Projects\2008 Cell 12\SW08-01 project City Commission.doc

Commercial/Residential Service
701-241-1449

Household Hazardous Waste
701-281-8915

Landfill
701-282-2489

Recycling
701-241-1449

Roll-off Service
701-241-1449

Web Site: www.cityoffargo.com/solidwaste

CITY OF FARGO
DIVISION OF SOLID WASTE

PROJECT SW 08-01
Cell 12 Construction

Bids Opened: 11:30 AM
Date: 4/16/2007

Bid Item	Quantity	Contractor Jensen Bros Construction		Contractor Industrial Builders Construction		Contractor Comstock Constuction	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Field Engineering	1 LS	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00
2 Mobilization	1 LS	\$6,000.00	\$6,000.00	\$30,000.00	\$30,000.00	\$16,200.00	\$16,200.00
3 Excavation	18,600 CY	\$2.50	\$46,500.00	\$2.00	\$37,200.00	\$3.00	\$55,800.00
3a Embankment	6,000 CY	\$1.50	\$9,000.00	\$2.50	\$15,000.00	\$1.10	\$6,600.00
4 Clay Subliner	21,600 SY	\$1.50	\$32,400.00	\$0.75	\$16,200.00	\$1.50	\$32,400.00
5 60 Mil HDPE Liner	21,600 SY	\$6.15	\$132,840.00	\$5.80	\$125,280.00	\$5.60	\$120,960.00
6 Geotextile	2,400 SY	\$2.00	\$4,800.00	\$1.70	\$4,080.00	\$1.50	\$3,600.00
7 6-Inch HDPE Pipe	820 LF	\$11.00	\$9,020.00	\$11.00	\$9,020.00	\$15.00	\$12,300.00
8 Coarse Aggregate	600 Ton	\$64.00	\$38,400.00	\$40.00	\$24,000.00	\$60.00	\$36,000.00
9 12-Inch Granular Drainage Layer	21,600 SY	\$5.25	\$113,400.00	\$6.00	\$129,600.00	\$6.00	\$129,600.00
BID TOTAL			\$394,860.00		\$398,380.00		\$415,460.00

Bid Item	Quantity	Contractor Wanzek Construction		Contractor Strata Corporation		Contractor	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Field Engineering	1 LS	\$20,000.00	\$20,000.00	\$28,000.00	\$28,000.00		\$0.00
2 Mobilization	1 LS	\$18,000.00	\$18,000.00	\$60,000.00	\$60,000.00		\$0.00
3 Excavation	18,600 CY	\$3.00	\$55,800.00	\$3.00	\$55,800.00		\$0.00
3a Embankment	6,000 CY	\$2.50	\$15,000.00	\$4.80	\$28,800.00		\$0.00
4 Clay Subliner	21,600 SY	\$0.45	\$9,720.00	\$3.60	\$77,760.00		\$0.00
5 60 Mil HDPE Liner	21,600 SY	\$8.00	\$172,800.00	\$7.10	\$153,360.00		\$0.00
6 Geotextile	2,400 SY	\$2.50	\$6,000.00	\$5.00	\$12,000.00		\$0.00
7 6-Inch HDPE Pipe	820 LF	\$17.00	\$13,940.00	\$13.50	\$11,070.00		\$0.00
8 Coarse Aggregate	600 Ton	\$60.00	\$36,000.00	\$30.00	\$18,000.00		\$0.00
9 12-Inch Granular Drainage Layer	21,600 SY	\$6.00	\$129,600.00	\$7.00	\$151,200.00		\$0.00
BID TOTAL			\$476,860.00		\$595,990.00		\$0.00

April 15, 2008



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

Re: Change Orders

Dear Commissioners:

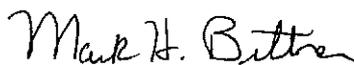
Accompanying are final balancing change orders for the following Improvement Districts:

District	Location	Type	Contractor	Amount
5694	8 th St N – 11 th to 12 th Ave	WM Replacement	Dakota Underground	<\$11,954.42>
5697	Legacy I – 5 th Addition	Utilities, Paving, St Lights	Master Construction	<\$13,297.76>

Recommended Motion

Approve Final Balancing Change Order No. 1 for Districts #5694 and 5697.

Sincerely,



Mark H. Bittner
City Engineer

MHB/jmg
Attachments

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5694
 Date Entered: 04/14/2008
 Date Printed: 04/14/2008

Final Chg Ord No: 1
 For: Dakota Underground

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
2	1004	4" Sanitary Sewer	LF	50.00	0.00	50.00	-38.50	11.50	35.00	-1,347.50
2	1006	6" Sanitary Sewer	LF	50.00	0.00	50.00	-50.00	0.00	40.00	-2,000.00
2	1557	1-1/4" Crushed Rock	TON	100.00	0.00	100.00	-100.00	0.00	22.00	-2,200.00
2	2042	1-1/4" Cu	LF	5.00	0.00	5.00	-2.00	3.00	50.00	-100.00
2	2141	1" Curb Stop & Box	EA	21.00	0.00	21.00	1.00	22.00	215.00	215.00
2	2142	1-1/4" Curb Stop & Box	EA	1.00	0.00	1.00	-1.00	0.00	300.00	-300.00
2	2250	Mechanical Joint Fittings	LB	2,060.00	0.00	2,060.00	-60.00	2,000.00	1.50	-90.00
2	2304	4" Water Main w/Gravel Backfill	LF	5.00	0.00	5.00	-1.00	4.00	60.00	-60.00
2	2306	6" Water Main w/Gravel Backfill	LF	47.00	0.00	47.00	-4.00	43.00	61.00	-244.00
2	2308	8" Water Main w/Gravel Backfill	LF	770.00	0.00	770.00	-8.00	762.00	62.00	-496.00
2	2329	3/4" Cu w/Gravel Backfill	LF	30.00	0.00	30.00	-30.00	0.00	40.00	-1,200.00
2	2330	1" Cu w/Gravel Backfill	LF	627.00	0.00	627.00	226.00	853.00	40.00	9,040.00
2	2360	Transfer Water Service	EA	23.00	0.00	23.00	2.00	25.00	250.00	500.00
2	2607	Replace Sewer Service w/Gravel Backfill	LF	160.00	0.00	160.00	33.00	193.00	60.00	1,980.00
2	2612	Connect Sewer Service between 10 and 15 feet	EA	8.00	0.00	8.00	-1.00	7.00	1,500.00	-1,500.00
2	10909	Extra Class 3	LS	0.00	0.00	0.00	1.00	1.00	328.30	328.30
Water Main Sub Total										2,525.80
6	3100	12" Storm Sewer w/Gravel Backfill	LF	75.00	0.00	75.00	-20.50	54.50	45.00	-922.50
6	4104	Concrete Curb & Gutter (Type II)	LF	1,400.00	0.00	1,400.00	-89.00	1,311.00	12.00	-1,068.00
6	4138	4" RC Sidewalk	SY	450.00	0.00	450.00	-261.70	188.30	30.00	-7,851.00
6	4320	Remove 4" Concrete Sidewalk	SY	450.00	0.00	450.00	-239.80	210.20	4.50	-1,079.10
6	4324	Remove 6" Concrete Pavement/Driveway	SY	550.00	0.00	550.00	-62.60	487.40	4.50	-281.70
6	4341	Asphalt Base Course (Includes 5 - 5 1/2% Oil)	TON	600.00	0.00	600.00	-47.76	552.24	49.00	-2,340.24
6	4342	Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	Ton	230.00	0.00	230.00	37.52	267.52	51.00	1,913.52
6	4345	Furnish Manhole Casting & Cover	EA	1.00	0.00	1.00	-1.00	0.00	280.00	-280.00
6	4439	Furnish Standard Inlet Casting	EA	3.00	0.00	3.00	-3.00	0.00	280.00	-840.00
6	4485	Castling to Grade (Over Depth)	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
6	4490	Castlings to Grade	EA	10.00	0.00	10.00	-3.00	7.00	300.00	-900.00
6	4604	Sodding	SY	1,900.00	0.00	1,900.00	138.30	2,038.30	4.00	553.20
6	9010	6" Concrete Driveway	SY	550.00	0.00	550.00	-22.40	527.60	36.00	-806.40
Paving Sub Total										-14,402.22
16	5074	1-1/2" Innerduct	LF	606.00	0.00	606.00	-26.00	580.00	3.00	-78.00
Street Lighting Sub Total										-78.00
Total:										-11,954.42

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5694
 Date Entered: 04/14/2008
 Date Printed: 04/14/2008

Final Chg Ord No: 1
 For: Dakota Underground

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
-----	------	------------------	------	---------------	--------------	---------------	--------------	--------------	------------	---------------

Source of Funding:

Net Amount Change Order 1: (\$11,954.42)
 Previous Change Orders: \$0.00
 Original Contract Amount: \$295,553.85
 Total Contract Amount: \$283,599.43

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

APPROVED:

APPROVED:


 City of Fargo Engineer


 For Contractor

Mayor

VICE PRESIDENT

Title

Attest

DATE: 4/7/2008 3:53:43 PM
 COMP: fgo - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5697
 Date Entered: 04/07/2008
 Date Printed: 04/07/2008

Final Chg Ord No: 1
 For: Master Construction Co. Inc.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
1	1002	Standard Compaction Earth Backfill	LF	2,742.00	0.00	2,742.00	-194.00	2,548.00	0.76	-145.50
1	1006	6" Sanitary Sewer	LF	1,900.00	0.00	1,900.00	-132.00	1,768.00	15.25	-2,013.00
1	1008	8" Sanitary Sewer	LF	779.00	0.00	779.00	1.00	780.00	16.00	16.00
Sanitary Sewer Sub Total										-2,142.50
2	1002	Standard Compaction Earth Backfill	LF	2,588.00	0.00	2,588.00	-49.50	2,538.50	0.50	-24.75
2	2006	6" Water Main	LF	7.00	0.00	7.00	-3.00	4.00	40.00	-120.00
2	2008	8" Water Main	LF	833.00	0.00	833.00	2.50	835.50	16.50	41.25
2	2041	1" Cu	LF	1,748.00	0.00	1,748.00	-49.00	1,699.00	12.50	-612.50
2	2250	Mechanical Joint Fittings	LB	480.00	0.00	480.00	240.00	720.00	1.25	300.00
Water Main Sub Total										-416.00
3	1002	Standard Compaction Earth Backfill	LF	812.00	0.00	812.00	4.50	816.50	0.50	2.25
3	3000	12" RCP Storm Sewer	LF	430.00	0.00	430.00	-74.50	355.50	19.00	-1,415.50
3	3001	12" PVC Storm Sewer	LF	273.00	0.00	273.00	188.15	461.15	13.25	2,492.99
3	3100	12" Storm Sewer w/Gravel Backfill	LF	100.00	0.00	100.00	33.08	133.08	24.00	793.92
3	3894	Inlet Protection Type A1	EA	3.00	0.00	3.00	1.00	4.00	95.00	95.00
3	3896	Inlet Protection Type C	EA	4.00	0.00	4.00	3.00	7.00	120.00	360.00
Storm Sewer Sub Total										2,328.66
6	1610	Strip Black Dirt	LS	1.00	0.00	1.00	-0.75	0.25	6,000.00	-4,500.00
6	1673	Remove & Replace 6" Concrete Pavement	SY	83.00	0.00	83.00	1.40	84.40	50.00	70.00
6	4000	Excavation	CY	500.00	0.00	500.00	1,503.07	2,003.07	1.00	1,503.07
6	4002	Subcut	CY	1,032.00	0.00	1,032.00	273.59	1,305.59	1.05	287.27
6	4100	Concrete Curb & Gutter (Type I)	LF	1,638.00	0.00	1,638.00	15.00	1,653.00	10.00	150.00
6	4138	4" RC Sidewalk	SY	11.00	0.00	11.00	-3.50	7.50	30.00	-105.00
6	4200	Aggregate for Asphalt Base Course	TON	959.00	0.00	959.00	-210.88	748.12	28.00	-5,904.64
6	4221	Asphalt Cement	GAL	12,977.00	0.00	12,977.00	-1,992.93	10,984.07	1.85	-3,686.92
6	4461	Install Watertight Manhole Seals	EA	5.00	0.00	5.00	-1.00	4.00	280.00	-280.00
6	4465	Install Watertight Manhole Seal Extension	EA	5.00	0.00	5.00	-4.00	1.00	170.00	-680.00
6	4606	Seeding with Hydro-mulch	SY	2,774.00	0.00	2,774.00	98.00	2,872.00	0.55	53.90
Paving Sub Total										-13,092.32
16	5018	#6 USE Cu Conductor	LF	3,060.00	0.00	3,060.00	12.00	3,072.00	1.00	12.00
16	5074	1-1/2" Innerduct	LF	1,020.00	0.00	1,020.00	4.00	1,024.00	3.10	12.40
Street Lighting Sub Total										24.40
Total:										-13,297.76

DATE: 4/7/2008 3:53:43 PM
COMP: fgo - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5697
Date Entered: 04/07/2008
Date Printed: 04/07/2008

Final Chg Ord No: 1
For: Master Construction Co. Inc.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
-----	------	------------------	------	---------------	--------------	---------------	--------------	--------------	------------	---------------

Source of Funding: Special Assessments
 Net Amount Change Order 1: (\$13,297.76)
 Previous Change Orders: \$0.00
 Original Contract Amount: \$281,831.34
 Total Contract Amount: \$248,533.58

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

APPROVED:

APPROVED:

Mark Butte

City of Fargo Engineer

Larry J. Dubord

Mayor

Project Manager

Attest



ENGINEERING DEPARTMENT

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

April 16, 2008

991

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5384

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 16, 2008, for Sanitary Sewer, Water Main, Storm Sewer and Incidentals, Improvement District No. 5384, located at 30th Avenue South – 41st Street to 100' north of the east/west quarter line of Section 22, Township 139N, Range 49W.

The bids were as follows:

Master Construction Co., Inc.	\$539,587.50
MIC	\$554,604.00
Rising Sun Construction, Inc.	\$578,616.25
Dakota Underground	\$596,273.50
United Crane & Excavation, Inc.	\$596,571.88
Earth Developers, Inc.	\$605,704.00
George E. Haggert, Inc.	\$608,416.00
Shermans, LLC	\$698,686.85
Robert Gibb & Sons, Inc.	\$758,444.00
Engineer's Estimate	\$603,205.00

The special assessment escrow is in order.

This office recommends award of the contract to Master Construction Co., Inc., in the amount of \$539,587.50 as the lowest and best bid.

Sincerely,

Mark H. Bittner
City Engineer

MHB/jmg

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations





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

April 16, 2008

992

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5760

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 16, 2008, for Concrete Curb & Gutter, Asphalt Pavement, Street Lights, Sidewalks & Incidentals, Improvement District No. 5760, located at 63rd Avenue South – 36th Street to Maple Valley Drive; 35th Street South – 60th Avenue to Maple Valley Drive; 60th Avenue South – I-94 to Maple Valley Drive; Autumn Drive - 60th Avenue South to north of 58th Avenue Ct; and Interstate Frontage Road and 36th Street South from 63rd Avenue South to ¼ line.

The bids were as follows:

Northern Improvement	\$664,901.03
Central Specialties, Inc.	\$671,766.73
Aggregate Industries	\$716,380.00
Master Construction, Co., Inc.	\$717,857.55
Border States Paving, Inc.	\$717,989.03
Strata Corporation	\$796,408.23
Engineer's Estimate	\$839,000.00

The special assessment escrow is in order.

This office recommends award of the contract to Northern Improvement, in the amount of \$664,901.03 as the lowest and best bid.

Sincerely,

Mark H. Bittner
City Engineer

MHB/pan



COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Concrete Curb & Gutter, Asphalt Pavement, Street Lights, Sidewalks & Incidentals

Improvement District No. 5385

Call For Bids April 21, 2008

Advertise April 28 and May 5, 2008

Bid Opening Date May 28, 2008

Completion Date September 1, 2008

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Satterlund

Phone No. 476-6627

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- X Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5384 Type: Sanitary Sewer, Water Main, Storm Sewer
 5385 Asphalt Paving, Street Lights
 Location: 30th Avenue South/39th to 41st St. South Date of Hearing: 08/07/07

<u>Routing</u>	<u>Date</u>
City Commission	3/24/08 4/21/08
PWPEC File	X
Project File	Jason Satterlund, Dave Helland
Petitioners	E.G. Clapp
David W. Johnson	X

The Committee reviewed the accompanying request from E.G. Clapp for municipal improvements on 30th Avenue South.

On a motion by Bruce Hoover, seconded by Jim Gilmour, the Committee voted to recommend approval of the requested improvements.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessment

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	X	
Agreement for payment of specials required of developer	X	
30% escrow deposit required	X	

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator				X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

ENGINEER'S REPORT
CONCRETE CURB & GUTTER, ASPHALT PAVEMENT,
STREET LIGHTS, SIDEWALKS & INCIDENTALS
IMPROVEMENT DISTRICT NO. 5385

Nature & Scope

This project is for the construction of new asphalt streets, sidewalks, bike trails and street lights at the location described as follows:

On 30th Avenue South from 41st Street to 100' north of the east/west quarter line of Section 22, Township 139N, Range 49W.

Purpose

This project is for the development of properties along 30th Avenue South.

Feasibility

30th Avenue South is a collector road. It is City policy to pay overwidth on bike trails on collector roads. This will be paid with sales tax monies. The estimated construction cost of the project is \$650,293.

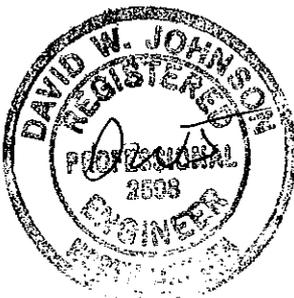
Costs and funding for proposed improvements are summarized as follows:

Estimated Assessed Cost:	\$ 612,961
Plus 32% Engineering & Administration Fees:	<u>196,148</u>
Total Estimated Assessed Cost:	\$ 809,109
Estimated Overwidth Cost:	\$ 37,332
Plus 25% Engineering & Administration Fees:	<u>9,333</u>
Total Overwidth Cost:	\$ 46,665

Improvements will be funded as follows:

Special Assessments:	\$ 809,109
Sales Tax Monies:	<u>46,665</u>
Total:	\$ 855,774

We believe this project to be cost effective.




David W. Johnson
Deputy City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

CONCRETE CURB & GUTTER,
ASPHALT PAVEMENT, STREET LIGHTS,
SIDEWALKS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5385

LOCATION:

On 30th Avenue South from 41st Street to 100' north of the east/west quarter line of Section 22, Township 139N, Range 49W.

COMPRISING:

The south 1400' of unplatted land lying in the northeast quarter (NE ¼) of Section 22, Township 139N, Range 49W.

All unplatted land lying in the southeast quarter (SE ¼) of Section 22, Township, 139N, Range 49W.

Lot 2, Block 1.
J.A.M. Addition

Lots 1 through 3, inclusive, Block 1.

Lots 1 and 2, Block 2.

Lots 1 and 2, Block 3.

All in Adams 6th Addition.

All of the foregoing located in Cass County, North Dakota.



COVER SHEET
CITY OF FARGO PROJECTS

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Exact, full name of Improvement District as it will appear in the Contract:

Storm Sewer, Paving, Street Lights, Traffic Signal Improvements & Incidentals

Improvement District No. 5746

Call For Bids April 21, 2008

Bid Opening Date May 28, 2008

Completion Date August 18, 2008

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Rob Hasey

Phone No. 476-4041

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- Create District (Attach Copy of Legal Description)
- Order Plans & Specifications
- Approve Plans & Specifications
- Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5746 Type: Storm Sewer, Paving & Street Lights

Location: 7th Avenue North – 45th Street to 1300' west Date of Hearing: 5/1/07
4/15/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/21/08</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden, Dave Helland</u>
Petitioners	<u>Kim E. Conlon</u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying request from Kim E. Conlon, on behalf of Northern Improvement Company for street improvements on 7th Avenue North from 45th Street west approximately 1300' to the approach into Northern Improvement's property along the south side of 7th Avenue. The Committee discussed the following issues associated with the proposed improvements:

1. Proximity of Fargo Landfill access to 45th Street.

Bruce Grubb indicated that he would support westerly relocation of the main Landfill entrance to align with the current entrance to LaFarge Cement Plant on the south side of 7th Avenue. A frontage road north of and paralleling 7th Avenue would be required to accommodate landfill access from the relocated entrance point.

2. Paving width, Number of traffic lanes

Jeremy Gorden, Senior Transportation Engineer, indicated that a minimum of four lanes be constructed on the west intersection approach (eastbound through, westbound through, left turn, right turn). Additional analysis would be required to determine if additional lanes would be warranted.

3. Drain 40 Crossing

The Drain 40 culvert under 7th Avenue North is quite short resulting in steep slopes from the 7th Avenue North paving to Drain 40. The culvert is also of limited flow capacity as determined by a Drain 40 hydraulic capacity study now nearing completion. Mark Bittner recommended that this culvert should be replaced with a culvert of sufficient length to allow for appropriate street width, boulevards and Drain 40 slopes and sufficient flow capacity as recommended in the hydraulic study.

4. Urban paving versus rural paving

Mark Bittner expressed a preference for urban paving with curb and gutter along with shallow ditch swales between the curb and property lines to handle adjacent runoff. The finished 7th Avenue North street grades should be maintained at the current elevations as much as practical rather than lower to a typical urban profile.

5. Funding

The Engineering Department will complete project design and prepare cost estimates and make funding recommendations for PWPEC approval. In general, the paving, street lights and storm sewers will be special assessed to benefiting property. City funding will be applied to offset possible extraordinary costs associated with the Drain 40 culvert replacement.

6. 4/15/08 PWPEC Update

Mark Bittner stated that Drain 40 culvert replacement under 7th Avenue North, immediately east of 45th Street, will be completed on a separate project. Based on the proposed improvement on 7th Avenue west of 45th, Mark recommended 100% special assessment financing.

On a motion by Bruce Grubb, seconded by Pat Zavoral, the Committee recommended 100% special assessment financing.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the requested improvements.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100 % Special Assessment

	Yes	No
Developer meets City policy for payment of delinquent specials	X	
Agreement for payment of specials required of developer		X
30% escrow deposit required		X

COMMITTEE

	Present	Yes	No	Unanimous
				X
Pat Zavoral, City Administrator	X	X		
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:


 Mark H. Bittner
 City Engineer

ENGINEER'S REPORT

STORM SEWER, PAVING, STREET LIGHTS,
TRAFFIC SIGNAL IMPROVEMENTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5746

Nature & Scope

This project is for the reconstruction of 7th Avenue North from 45th Street west approximately 1300 feet to the approach into Northern Improvement's property (south side of 7th Avenue).

This project was approved by the Fargo City Commission under the 2008 Capital Improvements Program (CIP).

Purpose

A request from Kim E. Conlon, on behalf of Northern Improvement Company has requested that the current rural pavement section of 7th Avenue be transformed into an urban pavement section.

The main entrance into the landfill on 7th Avenue will also be relocated to the west to align with the entrance to LaFarge Cement Plant. A frontage road north of and paralleling 7th Avenue would be required to accommodate landfill access from the relocated entrance point.

Feasibility

The estimated cost of construction is approximately \$685,229.00. The cost breakdown is as follows:

Storm Sewer	\$ 46,866
Plus 32% Engineering & Administration fees	\$ 14,997
Total Estimated Storm Sewer	\$ 61,863
100% Special Assessed	\$ 61,863
Paving	\$ 520,516
Plus 32% Engineering & Administration fees	\$ 166,566
Total Estimated Sanitary Sewer Replacement	\$ 687,082
100% Special Assessed	\$ 687,082
Street Lighting	\$ 60,000
Plus 32% Engineering & Administration fees	\$ 19,200
Total Estimated Paving	\$ 79,200
100% Special Assessed	\$ 79,200
Traffic Signal Improvements	\$ 36,719
Plus 32% Engineering & Administration fees	\$ 11,750
Total Estimated Traffic Signal Improvements	\$ 48,469
100% Special Assessed	\$ 48,469
Signing & Striping	\$ 21,128
Plus 32% Engineering & Administration fees	\$ 6,761
Total Estimated Traffic Signal Improvements	\$ 27,889
100% Special Assessed	\$ 27,889

Total Construction Cost \$ 685,229

Total Project Cost (includes 32% E&A Fees) \$ 904,503

We believe this project to be cost effective.



Mark Bittner

Mark Bittner
City Engineer

April 2008

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER, PAVING, STREET LIGHTS,
TRAFFIC SIGNAL IMPROVEMENTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5746

LOCATION:

On 7TH Avenue North from 45th Street to West Fargo.

COMPRISING:

The NE $\frac{1}{4}$ of Section 4 and the SE $\frac{1}{4}$ of Section 4, T139N, R49W, from the north line of said quarter to the Burlington Northern Railway right-of-way line.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.

Handwritten signature/initials in a circle, possibly "A.H. 31"

COVER SHEET
CITY OF FARGO PROJECTS

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Exact, full name of Improvement District as it will appear in the Contract:

Sanitary Sewer, Water Main, Storm Sewer & Incidentals

Improvement District No. 5775

Call For Bids April 21, 2008

Bid Opening Date May 14, 2008

Completion Date July 15, 2008

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Mark M. Miller

Phone No. 476-6628

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- X Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5775
5776

Type: Sanitary Sewer, Water Main, Storm Sewer
Asphalt Paving, Street Lights

Location: Maple Valley Addition

Date of Hearing: 11/14/07

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/21/08</u>
PWPEC File	<u>X</u>
Project File	<u>Mark Miller</u>
Petitioners	<u>Michael Domitrovich, Denise & Duane Mischel</u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying request from Denise & Duane Mischel for municipal improvements in Phase 2 of the Maple Valley Addition.

The Committee discussed the following topics:

1. Engineering Services

Michael Domitrovich, representing the developer, asked if the City Engineering Department would be able to provide design and construction engineering services. Mark Bittner stated that the City could provide these services if requested by the developer.

2. Access Considerations

a) 31st Street connection to 52nd Avenue South

Mark Bittner stated that access to the development is currently only available via 36th Street South from 52nd Avenue South. Ultimately additional access will be provided by the northerly extension of Maple Valley Drive (31st Street South) to 52nd Avenue South through the Rommesmo property. The Rommesmo group has verbally approved the 31st Street roadway through their property subject to the deferral of special assessments for up to 10 years or until platting of their property adjacent to 31st Street South.

Jim Gilmour stated he could support development of the first three phases of Maple Valley, after which he felt that 31st Street construction to 52nd Avenue would be needed.

b) Connection to 64th Avenue South

The Committee discussed providing access to 64th Avenue South from the south end of Maple Valley Addition via a temporary gravel road surface between 63rd and 64th Avenue South. Although 64th Avenue South is a gravel road and subject to flooding at the Drain 53 crossing, it could provide a secondary access to the development.

c) Dead end streets

Mark Bittner recommended completion of paving to the intersection of 63rd Avenue South and Maple Valley Drive. This would eliminate three dead end streets and improve internal circulation and access to collector street system.

3. Available residential lots

Steve Sprague asked Jim Gilmour about the number of residential lots available for development questioning if development of the additional lots could be supported at this time. Jim stated that the number of housing construction starts remains stable in Fargo and housing demand should be able to support the requested expansion in Maple Valley. Mark Bittner stated that the area should be attractive to home builders because of the location. The completion of 31st Street to 52nd Avenue will only enhance the attractiveness of this area.

4. Letter of Credit

Pat Zavoral asked Steve Sprague if the City was obtaining required developers Letter of Credit. Steve indicated that he has received the Letter of Credit for Phase 1 of the development and would be requiring additional Letter of Credit amounts prior to expansion of City infrastructure. Mark Bittner stated the City of Fargo's letter of credit requirements were less stringent than the City of West Fargo and Cass Rural Water Users District. Pat Zavoral asked that Steve Sprague place the Letter of Credit discussion on the agenda for Finance Committee discussion.

On a motion by Steve Sprague, seconded by Jim Gilmour, the Committee voted to recommend approval of the requested improvements with the following provisions:

1. Completion of intersection of 63rd Avenue South and Maple Valley Drive.
2. Temporary gravel road connection to 64th Avenue South.
3. Letter of Credit requirement discussion at Finance Committee.
4. Engineering services provided by City upon request of the developer.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

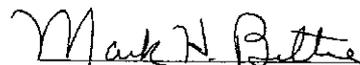
Recommended source of funding for project: 100% Special Assessment

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>X</u>	
Agreement for payment of specials required of developer	<u>X</u>	
30% escrow deposit required	<u>X</u>	

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
Pat Zavoral, City Administrator	<u>X</u>	<u>X</u>		
Jim Gilmour, Planning Director	<u>X</u>	<u>X</u>		
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		Norm Scott
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director				
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:


 Mark H. Bittner
 City Engineer

ENGINEER'S REPORT
SANITARY SEWER, WATER MAIN, STORM SEWER,
INCIDENTALS
IMPROVEMENT DISTRICT NO. 5775

Nature & Scope

This project will include the construction of the underground utilities.

Purpose

This project is the next sequential step in the development of Maple Valley Addition, as requested by the property owner.

Feasibility

The entire costs of the project will be assessed as follows:

Estimated Construction Cost:	\$ 600,000
Plus 32% Engineering & Administration Fees:	<u>192,000</u>
Total Estimated Assessed Cost:	\$ 792,000

We believe this project to be cost effective.



Mark Bittner
Mark Bittner
City Engineer

April 2008

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER,
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5775

LOCATION:

63rd Avenue South, between 33rd Street South and 36th Street South.
Maple Valley Drive South between 63rd Avenue South and Autumn Drive South.
Autumn Drive South between 58th Court South and Maple Valley Drive South.

COMPRISING:

Lots 23 through 43, inclusive, Block 1.
Lots 1 through 12, inclusive, Block 3.
Lots 1 through 12, inclusive, Block 4.
Lots 25 through 40, inclusive, Block 5.
Lot 22, Block 6.
Lots 2 and 3, Block 7.
Lots 44 through 48, inclusive, Block 8, and the northern 300' of Lot 1, Block 8.
All platted in Maple Valley Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



ENGINEER'S REPORT

WATER MAIN REPLACEMENT, STREET
RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5783

Nature & Scope

This project is for the replacement of water mains and street reconstruction on:
10th Street South from 13th to 18th Avenue.
11th Street South from 17th to 18th Avenue.

The street reconstruction on:
On 14th Avenue South from 9th to 10th Street.
On 16th Avenue South from 9th to 10th Street.
On 17th Avenue South from 10th to 11th Street.

This project was approved by the Fargo City Commission under the 2008 Capital Improvements Program (CIP) which includes water main replacements and street reconstruction.

Purpose

The existing water mains are cast iron, which were installed 54 - 87 years ago, and have a record of various breaks.

The existing roadway section to be replaced was constructed up to 80 years ago. It has deteriorated beyond its life expectancy.

This project does provide for the replacement of individual sewer services when requested by the property owners.

Feasibility

The estimated cost of construction is approximately \$1,626,000. The cost breakdown is as follows:

Water Main Replacement	\$ 425,695
Plus 25% Engineering & Administration fees	\$ 106,424
Total Estimated Water Main Replacement	\$ 532,119
Special Assessments 7,555 FF @ \$35 =	\$ 264,425
Water Main Funds	\$ 267,694
Sanitary Sewer Replacement	\$ 76,610
Plus 25% Engineering & Administration fees	\$ 19,153
	\$ 95,763

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Concrete Curb & Gutter, Asphalt Pavement, Street Lights, Sidewalks & Incidentals

Improvement District No. 5797

Call For Bids	<u>April 21</u>	, <u>2008</u>
Advertise	<u>April 28 & May 5</u>	, <u>2008</u>
Bid Opening Date	<u>May 28</u>	, <u>2008</u>
Award Date	<u>June 2</u>	, <u>2008</u>
Completion Date	<u>60 days after Notice to Proceed</u>	, <u>2008</u>

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Kristy Schmidt

Phone No. 241-1571

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- X Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5796 Type: Sanitary Sewer, Water Main, Storm Sewer
Asphalt Paving, Street Lights

Location: Autumn Fields Addition Date of Hearing: 2/5/08

<u>Routing</u>	<u>Date</u>
City Commission	4/7/08
PWPEC File	X
Project File	<u>Kristy Schmidt, Dave Helland</u>
Petitioners	<u>Rob Lyngstad</u>
David W. Johnson	X

The Committee reviewed the accompanying request from Rob Lyngstad, Matrix Properties Corp, for municipal improvements in the south portion of Autumn Fields Addition. Jim Hinderaker also discussed proposed revisions to the draft amenities plan.

On a motion by Jim Gilmour, seconded by Bruce Grubb, the Committee voted to recommend approval of the requested improvements.

RECOMMENDED MOTION

<u>PROJECT FINANCING INFORMATION:</u>	Street Sales Tax for Parkway elements on 30 th Avenue South		
	- Bike Trail Overwidth		
Recommended source of funding for project:	- Tree Planting		
	Balance – special assessments	Yes	No
Developer meets City policy for payment of delinquent specials		X	
Agreement for payment of specials required of developer		X	
30% escrow deposit required		X	

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator	X	X		X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner

 Mark H. Bittner
 City Engineer

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5795

*added to 5796. to
cc 4-7-08*

Type: Sanitary Sewer, Water Main, Storm Sewer
Paving and Street Lights

Location: Bethany South First Addition

Date of Hearing: 12/11/07

Routing

City Commission

Date
4/7/08

PWPEC File

X

Project File

Kristy Schmidt, Dave Helland

Petitioners

Shawn Stuhaug

David W. Johnson

X

The Committee reviewed the accompanying request from Shawn Stuhaug, Executive Director of Bethany Homes for municipal improvements in Bethany South First Addition.

On a motion by Pat Zavoral, seconded by Jim Gilmour, the Committee voted to recommend approval of the requested improvements.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessment

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
30% escrow deposit required

Yes	No
X	
X	
X	

COMMITTEE

Pat Zavoral, City Administrator
Jim Gilmour, Planning Director
Bruce Hoover, Fire Chief
Mark Bittner, City Engineer
Bruce Grubb, Enterprise Director
Al Weigel, Public Works Operations Manager
Steve Sprague, City Auditor

Present	Yes	No	Unanimous
X	X		X
X	X		
X	X		Norm Scott
X	X		
X	X		
X	X		

ATTEST:

Mark H. Bittner

Mark H. Bittner
City Engineer

ENGINEER'S REPORT

CONCRETE CURB & GUTTER, ASPHALT PAVEMENT,
STREET LIGHTS, SIDEWALKS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5797

Nature & Scope

This project is for the construction of new asphalt streets, sidewalks, bike trails and street lights at the location described as follows:

- On 28th Avenue from 42nd Street to Saffron Drive South.
- On 30th Avenue from 42nd Street to 1350' west of 42nd Street.
- On Saffron Drive from 28th Avenue to 30th Avenue South.
- On Sienna Drive from 30th Avenue to 32nd Avenue South.
- On Russett Avenue from Sienna Drive to 43rd Street South.
- On 31st Avenue from 42nd Avenue to 43rd Street South.
- On Auburn Avenue from Sienna Drive to 43rd Street South.
- On 43rd Street from 30th Avenue to 32nd Avenue South.

Purpose

This project is for the development of Autumn Fields Addition and Bethany First South Addition as requested by the developers. These projects were originally requested and approved as independent projects, Improvement District No. 5795 and 5797. The installation of paving at Bethany First Addition will be combined to facilitate a timely completion of both requests.

Feasibility

30th Avenue South is collector road. It is City policy to pay overwidth on bike trails on collector roads. This will be paid with sales tax monies. The total estimated cost of the entire project is \$2,169,500.

Costs and funding for proposed improvements are summarized as follows:

Estimated Assessed Cost:	\$1,600,000
Plus 32% Engineering & Administration Fees:	<u>512,000</u>
Total Estimated Assessed Cost:	\$2,112,000
Estimated Overwidth Cost:	\$46,000
Plus 25% Engineering & Administration Fees:	<u>\$11,500</u>
Total Overwidth Cost:	\$57,500

Improvements will be funded as follows:

Special Assessments:	\$2,112,000
Sales Tax Monies:	<u>\$ 57,500</u>
Total:	\$2,169,500



April 2008

Mark H. Bittner

 Mark H. Bittner
 City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

CONCRETE CURB & GUTTER, ASPHALT PAVEMENT,
STREET LIGHTS, SIDEWALKS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5797

LOCATION:

On 28th Avenue from 42nd Street to Saffron Drive South
On 30th Avenue from 42nd Street to 1350' west of 42nd Street
On Saffron Drive from 28th Avenue to 30th Avenue South
On Sienna Drive from 30th Avenue to 32nd Avenue South
On Russett Avenue from Sienna Drive to 43rd Street South
On 31st Avenue from 42nd Avenue to 43rd Street South
On Auburn Avenue from Sienna Drive to 43rd Street South
On 43rd Street from 30th Avenue to 32nd Avenue South

COMPRISING:

Lots 1 through 23, inclusive, Block 1.
Lots 1 through 10, inclusive, Block 2.
Lots 1 through 10, inclusive, Block 3.
Lots 1 through 11, inclusive, Block 4.
Lots 1 through 22, inclusive, Block 5.
Lots 1 through 19, inclusive, Block 6.
Lots 1 through 9, inclusive, Block 7.
All in Autumn Fields Addition.

Lot 1, inclusive, Block 1.
All in Bethany South First Addition.

Lot 1, inclusive, Block 2.
All in Calico Prairie Addition.

Lot 2 through 6, inclusive, Block 1.
All in King 2nd Addition.

All of the foregoing located in Cass County, North Dakota.

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Storm Sewer, Sanitary Force Main, Street Reconstruction & Incidentals

Improvement District No. 5824

Call For Bids April 21, 2008

Advertise April 28 & May 5, 2008

Bid Opening Date May 14, 2008

Completion Date September 1, 2008

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Brenda Derrig

Phone No. 241-1549

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5824 Type: Enclose Drain
 Location: Drain 40/2nd to 5th Avenue South Date of Hearing: 3/4/08

<u>Routing</u>	<u>Date</u>
City Commission	4/21/08
PWPEC File	X
Project File	April Walker, Brenda Derrig, Ben Dow
Petitioners	Jim Roers
David W. Johnson	X

The Committee reviewed the accompanying request from Jim Roers as summarized below:

1. Permission to enclose Drain 40 and construct concrete parking lot on Drain 40 right of way (R/W) from 2nd to approximately 5th Avenue South.
2. Special assessment financing for the associated costs.
3. Permission to privately construct, but publicly finance, portions of the work.

Mark Bittner stated that the following issues should be considered in responding to the request:

1. Enclosing Drain 40 would reduce water storage capacity in the channel. The Roer's plan calls for construction of a storm water detention basin between 43 ½ Street and vacated 44th Street to provide replacement storage.
 - Mr. Roers is requesting that the City accept ownership and maintenance of the storm water detention basin and maintenance of the underground storm sewer connecting Drain 40 to the detention basin.
2. Two – 96" culverts would be installed in Drain 40 and backfilled to accommodate the construction of a parking lot.
 - Houston Engineering completed hydraulic modeling of the existing channel capacity and capacity of the proposed Drain 40 revisions. The Houston report indicates that proposed drain revisions would not impact Drain 40 capacity or raise discharge elevations.
3. The Drain 40 R/W is owned by the SE Cass Water Resource District. SE Cass would need to approve the proposed improvements and grant an easement for parking lot across the Drain 40 R/W.
 - Mr. Roers has submitted the plan to SE Cass. The Board of SE Cass has tentatively approved the plan subject to approval of necessary agreements.
4. The City would also need to approve the plan and develop an agreement assigning construction, ownership and maintenance responsibilities associated with the Drain 40 revisions.

Pat Zavoral indicated that he does not believe it is appropriate to special assess (public finance) private parking lots. Pat also stated that he would support special assessment financing for improvements associated with the drainage, detention and 45th Street turn lane if the improvements were publicly bid.

On a motion by Pat Zavoral, seconded by Al Weigel, the Committee voted to recommend the following:

1. Special assessment financing for engineering and construction costs associated with drainage and 45th Street turn lane with boulevard landscaping. The City will maintain all publicly financed improvements excluding landscaping greater than boulevard trees.
2. Roers to privately construct, finance and maintain parking lot paving, striping, lighting, landscaping, business signing, etc.
3. Roers to privately maintain 45th Street boulevard landscaping beyond grass and trees.
4. Direct staff to work with City Attorney to prepare a development agreement with Roers addressing the following:
 - Approve Drain 40 enclosure subject to final plan approval.
 - Initial construction and financing responsibilities.
 - Maintenance responsibilities.
 - Land and easement dedication for detention basin and connecting storm sewer.

PWPEC ROA
#5824 Enclose Drain
3/4/08 -- Page 2

RECOMMENDED MOTION

Approve Developer's Agreement for Improvement District No. 5824.

PROJECT FINANCING INFORMATION:

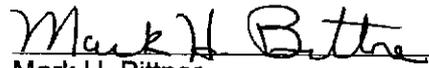
Recommended source of funding for project: Parking lot paving - Roers
Drainage and 45th Street - Special Assessment

	Yes	No
Developer meets City policy for payment of delinquent specials	X	
Agreement for payment of specials required of developer	X	
30% escrow deposit required		X

COMMITTEE

	Present	Yes	No	Unanimous
				X
Pat Zavoral, City Administrator	X	X		
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:


Mark H. Bittner
City Engineer

ENGINEER'S REPORT
STORM SEWER, SANITARY SEWER FORCE MAIN, STREET CONSTRUCTION &
INCIDENTALS
IMPROVEMENT DISTRICT NO. 5824

Nature & Scope

This project is for the enclosure of Drain 40 from south of 2nd Ave S.W. to approximately 300' north of 5th Ave S.W., and the construction of storm water retention along with underground utilities to replace the storage previously provided within the Drain 40 channel today. The work includes the installation of an acceleration lane, a deceleration (turn) lane, and an approach for the adjacent property along the east side of 45th Street. The work will also include the installation of 36" sanitary sewer force main and associated appurtenances through the same area which would be funded through sanitary utility funds. The work is located within Drain 40 east of 45th Street from just south of 2nd Ave S.W. to approximately 300' north of 5th Ave S.W. and through easements located on Lot 1 Block 1 45th Street Park Third Addition from Drain 40 to and including the south end of Lot 5 Block 1 45th Street Park Third Addition to 43 ½ St SW.

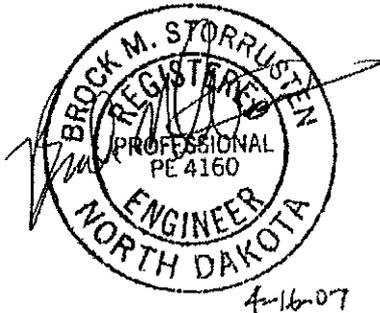
Purpose

This project is to enclose the Drain to allow the adjacent property owner to work with Southeast Cass Water Resource District to provide access and more facilities for the adjacent properties while still maintaining the current water retention and engineered water levels currently in place in Drain 40. The project could also allow the installation of the sanitary sewer force main due at a reduced depth.

Feasibility

See attached Engineer's Opinion of Costs.

Based on the costs provided, we believe this project to be cost effective.





Brock M. Storrusten
Project Engineer

April 2008

ENGINEER'S OPINION OF COSTS

Storm Sewer, Sanitary Force Main, Street Reconstruction & Incidentals
 IMPROVEMENT DISTRICT NO. 5824
 Drain 40 Improvements (South of 2nd Ave SW to 300' north of 5th Ave SW)

Total Costs

Total Construction:		\$1,350,725.00
City Engineering & Administration:	10%	\$135,072.50
Legal, Advertising, Miscellaneous:	7%	\$94,550.75
Contingencies:	10%	\$135,072.50
Interest:	8%	\$108,058.00
Estimated Outside Engineering:		\$148,000.00
Total Estimated Costs:		<u>\$1,971,478.75</u>

Less Sewer Utility Funding

Total Construction:		\$293,850.00
City Engineering & Administration:	10%	\$29,385.00
Legal, Advertising, Miscellaneous:	7%	\$20,569.50
Contingencies:	10%	\$29,385.00
Interest:	8%	\$23,508.00
Estimated Outside Engineering:		\$32,000.00
Total Estimated Costs:		<u>\$428,697.50</u>

TOTAL ESTIMATED ASSESSED COSTS: \$1,542,781.25

CITY OF FARGO
LOCATION & COMPRISING
STORM SEWER, SANITARY SEWER FORCE MAIN, STREET CONSTRUCTION &
INCIDENTALS
IMPROVEMENT DISTRICT NO. 5824

LOCATION:

Within Drain 40 and along 45th Street S.W. from just south of 2nd Ave S.W. along 45th Street to approximately 300' north of 5th Ave S.W.

Within an easement on Lot 1 Block 1 45th Street Park Third Addition from Drain 40 to and including the south end of Lot 5 Block 1 45th Street Park Third Addition to 43 ½ St SW.

COMPRISING:

A part of the north half (N ½) of Section 10, Township 139 North, Range 49 West of the 5th Principal Meridian to be platted as follows:

Lots 1 through 5, inclusive, Block 1, 45th Street Park Third Addition

All of the foregoing located in the City of Fargo, Cass County, North Dakota.