

FARGO CITY COMMISSION AGENDA
Monday, May 19, 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, May 5, 2008).

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

- a. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 5/5/08:
 - (1) Relating to Penalties for Ordinance Violations (parking ticket fees).
 - (2) Rezoning Certain Parcels of Land Lying in Morton & Dotys Addition.
 - (3) Rezoning Certain Parcels of Land Lying in Section 11, Township 138 North, Range 49 West.
- b. 1st reading of an Ordinance Relating to Licensing of Re-Roofing Contractors.
- c. PEC recommendations.
- d. Contract with T. L. Stroh Architects for architectural services for a fire station in the area of 45th Street and 40th Avenue South.
- e. Community Development Committee recommendation for downtown projects to receive 2008 CDBG funds for storefront rehab projects.
- f. Acceptance of 2008 American Dream Downpayment Initiative (ADDI) grant from the State Department of Commerce.
- g. Sale of property at 1012 9th Street North to Kathleen Pepple for \$8,200.
- h. Receive and file Year to Date – Budget to Actual Report for April 2008.
- i. Agreement for Special Improvements with Matrix Properties for improvements in Autumn Fields Addition.
- j. Agreement for Special Improvements with Clapp Partnership (E. G. Clapp) for improvements from 41st Street NE to a point 100 feet north of the quarter section line.
- k. Site Authorizations for Games of Chance:
 - (1) North Dakota Association for the Disabled at O'Kelly's and Mr. G's.
 - (2) Prairie Public Broadcasting, Inc. at Dempseys Public House, Labbys and Tailgators.
 - (3) North Dakota Childhood Language Disorder Center – Fargo, at the Fargo Masonic Center.
 - (4) Roy Chandler Post #762 – Veterans of Foreign Wars at the VFW – Post #762.

- (5) West Fargo Hockey Association at Old Chicago.
- (6) Fargo Youth Commission at Slammer's Sports Bar and Borrowed Bucks Roadhouse.

- l. Application filed by the Fargo Lions Club for sports pools from 9/8/08 through 12/22/08.
- m. Application filed by Aaron Knuth for a 3-year property tax exemption for improvements made to a building at 446 Oakland Avenue.
- n. Change Order E-7, for an increase of \$1,570.00 for the Dr. James Carlson Library.
- o. Cost Participation and Maintenance Agreements with NDDOT for Project No. 5811.
- p. Scope of Work and Cost Proposal from Houston Engineering in the amount of \$95,200 for Project No. 5073-5.
- q. Bid advertisement for Project Nos. 5691 and 5807-2.
- r. Contracts and bonds for Project Nos. 5801, 5802, 5807-1 and 5812-01.
- s. Bills.
- t. Final balancing change order for an increase of \$22,673.90 for Improvement District No. 5702.
- u. Bid awards for Improvement District Nos. 5713, 5775, 5781, 5882 and bid award concurrence for Improvement District No. 5824.
- v. Create Improvement District Nos. 5774, 5776, 5787 and 5833.
- w. Contracts and bonds for Improvement District Nos. 5760, 5570, 5780.

*** Regular Agenda ***

- 1. Request for a rate change for Lucky 7 Taxi Service.
- 2. Update on Renaissance Zone projects.
- 3. Public Hearings - 5:15 p.m.:
 - a. Application for transfer of a Class "ABH" Alcoholic Beverage License from Wold Properties, Inc. d/b/a Holiday Inn at 3803 13th Avenue South to FCH Fargo HI d/b/a Holiday Inn.
 - b. Petition requesting a zoning change from AG, Agricultural to GC, General Commercial on part of Lot 13, Hector's Subdivision (4218 19th Ave. N.).
 - (1) Continued from the 5/5/08 Regular Meeting.
 - (2) Protests received representing 11% of the legal protest area.
 - (3) Approval recommended by the Planning Commission on 4/9/08.
 - (4) 1st reading of rezoning Ordinance.
- 4. Communication from Attorney Jonathan Garaas regarding the development plan for the proposed Tax Increment Financing District No. 2008-01.

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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 1-0305.C.10
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO PENALTIES FOR ORDINANCE VIOLATIONS

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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 purposes; and,

WHEREAS, the Board of City Commissioners authorized the Downtown Parking Committee to determine the feasibility of implementing a graduated fine system for parking in the Downtown Fargo; and

WHEREAS, following several meetings the Downtown Parking Committee prepared a Report including recommendations to revise the City of Fargo parking ordinances; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement revisions to the City of Fargo parking ordinances by the adoption of this ordinance;

NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 1-0305.C.10 of Article 1-03 of Chapter 1 of the Fargo Municipal Code is amended to read as follows:

1-0305.C.

- 10. For a violation of sections 8-1001, 8-1002, 8-1004, 8-1005, 8-1006, 8-1006.1, 8-1007, 8-1008, 8-1009, 8-1012, 8-1014 through 8-1024, a fee of ~~\$10.00~~\$15.00 if said fee is paid within 15 days of the date of issuance of any parking tag ticket, and a fee of ~~\$13.00~~\$20.00 if paid thereafter. For a violation of section 9-0705, a fee of \$15.00 if said fee is paid within 15 days of the date of issuance of any parking tag

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ticket, and a fee of ~~\$18.00~~\$20.00 if paid thereafter.

Section 2. Effective Date.

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

Dennis R. Walaker, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN MORTON & DOTYS ADDITION 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 Morton & Dotys Addition, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on April 9, 2008; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 5, 2008,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Seventeen (17) through Nineteen (19), Block One (1), Morton & Dotys Addition to the City of Fargo, County of Cass and State of North Dakota,

is hereby rezoned from "SR-3", Single Dwelling, District to "LC", Limited Commercial, District,

and

Lots Twenty (20) through Twenty-four (24), Block One (1), Morton & Dotys Addition to the City of Fargo, County of Cass and State of North Dakota,

is hereby rezoned from "MR-2", Multi-Dwelling, District to "LC", Limited Commercial, 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.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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Dennis R. Walaker, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST,
3 CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City
5 Commissioners of the City of Fargo have held hearings pursuant to published notice to
6 consider the proposed rezoning of certain parcels of land lying in Section 11, Township
7 138 North, Range 49 West, Cass County, North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the
9 rezoning request on April 9, 2008; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on May
11 5, 2008,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Beginning at the NW corner of Section 11, Township 138 North, Range
16 49 West; thence easterly 444.95 feet along the northern line of said
17 section to a point intersecting with the easterly right-of-way line of
18 Interstate 29 and the true point of beginning; thence southerly 2640 feet
19 along the easterly right-of-way line of Interstate 29 to a point intersecting
20 the southern line of the NW ¼ of said section; thence easterly 1320 feet
21 along the southern line of the NW ¼ of said section; thence northerly 2640
22 feet along a line parallel to the easterly right-of-way line of Interstate 29 to
23 a point intersecting the north line of the NW ¼ of said section; thence
westerly 1320 feet to the true point of beginning, Cass County, North
Dakota,

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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Dennis R. Walaker, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

(b)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

ORDINANCE ENACTING ARTICLE 25-36
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
RELATING TO LICENSING OF RE-ROOFING CONTRACTORS

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 purposes; and,

WHEREAS, the city finds that licensing of re-roofing contractors for residential buildings and structures doing business within the city is necessary and appropriate;

NOW, THEREFORE,

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

Section 1. Enactment.

Article 25-36 of Chapter 25 of the Fargo Municipal Code is hereby enacted to read as follows:

ARTICLE 25-36

RE-ROOFING CONTRACTORS

25-3601. Definitions. -- In this article, unless the context or subject matter otherwise requires:

1. "Re-roofing Contractor" means any contractor engaged in the business of replacement with shingles of an existing roof covering on a building or structure used for residential purposes, including without limitation single-family and multi-family residential purposes.

2. "Contractor" means any person engaged in the business of construction, repair, alteration, dismantling, or demolition of bridges, highways, roads, streets, buildings, airports, dams, drainage or irrigation ditches, sewers, water or gas

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1 mains, water filters, tanks, towers, oil, gas, or water pipelines, and every other
2 type of structure, project, development, or improvement coming within the
3 definition of real or personal property, including the construction, alteration, or
4 repair of property to be held either for sale or rental, and shall include
5 subcontractor, public contractor, and nonresident contractor.

6 3. "Person" includes any individual, firm, copartnership, association, corporation,
7 limited liability company, or other group or combination thereof acting as a unit,
8 and the plural as well as the singular number, unless the intent to give a more
9 limited meaning is disclosed clearly by the context thereof.

10 4. "Transient merchant" includes any person, individual, copartnership,
11 corporation, or limited liability company, either as principal or agent, who
12 engages in, does, or transacts any temporary or transient business in this state,
13 either in one locality, or in traveling from place to place in the state of North
14 Dakota, selling, or soliciting orders for future delivery of, goods, wares,
15 merchandise, personal property, and personal services, including the business of
16 being a re-roofing contractor, who does not intend to become and does not
17 become a permanent merchant within the state of North Dakota or within the
18 County of Clay, State of Minnesota.

19 25-3602 License required – fee and expiration period. -- A person may not engage
20 in the business nor act in the capacity of a re-roofing contractor within the city of Fargo when the
21 cost, value or price of any job exceeds the sum of five hundred dollars without first having a
22 license as provided in this article. The fee and period of expiration for a re-roofing contractor
23 license shall be established by resolution of the board of city commissioners.

24 25-3603 License - How obtained - Failure to grant. --

25 A. To obtain a license under this article, an applicant who is eighteen years of age or
26 older shall submit, on forms the city auditor prescribes, an application under oath containing
27 the address and telephone number of the re-roofing contractor's principal place of business
28 and a statement of the applicant's experience and qualifications as a re-roofing contractor.
29 The applicant must establish that the applicant has a valid North Dakota state contractor's
30 license, pursuant to N.D.C.C. Chapter 43-07. The applicant must provide a certificate of
31 general liability insurance including products and completed operations coverage with an
32 insurance carrier licensed in the state of North Dakota in the amount of at least \$500,000 and
33

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1 a statement from North Dakota Workforce Safety and Insurance that the re-roofing contractor
2 has secured workforce safety and insurance coverage satisfactory to the North Dakota
3 Department of Workforce Safety and Insurance. The application must contain a statement that
4 the applicant desires the issuance of a license under this article.

5 B. As to any applicant that is also a transient merchant, such applicant must also
6 provide to the city auditor a surety bond, or the deposit of cash in lieu thereof, which must be
7 not less than ten thousand dollars, the surety on which must be a surety company authorized to
8 transact business in the state of North Dakota. The contents and surety therein are subject to
9 the approval of the city auditor and must be conditioned that the applicant will in all things
10 conform to the laws relating to transient merchants as defined by Chapter 51-04 of the North
11 Dakota Century Code and further conditioned upon full compliance with all material oral or
12 written statements and representations made by the applicant, the applicant's agents or
13 representatives with reference to merchandise or services sold or offered for sale, and on
14 faithful performance under all warranties made with reference thereto. The bond may not be
15 revocable nor terminate prior to passage of two years' time after the expiration of the license
16 issued pursuant thereto nor until due notice that the terms of the bond are to be canceled has
17 been given to the city auditor.

18 C. The city auditor may refuse to grant a license if the city auditor determines the
19 application contains false, misleading, or is incomplete. The city auditor shall notify the
20 applicant in writing if the city auditor does not grant the license and shall provide the
21 applicant an opportunity to respond to or cure the defect in the application for a period of ten
22 days from the date of the written notification. An applicant aggrieved by a decision of the city
23 auditor not to grant the license may appeal the decision to the board of city commissioners.

24 25-3604 Revocation. -- No sooner than twenty days after sending written notice
25 to a re-roofing contractor at the re-roofing contractor's last-known address, the city auditor
26 shall classify as not in good standing the license of any re-roofing contractor who fails to
27 maintain liability insurance as required by N.D.C.C. Section 43-0704 or 43-07-10, fails to
28 keep and maintain the surety bond as required in this chapter. Any re-roofing contractor who
29 has been notified by the city auditor that the re-roofing contractor's license is not in good
30 standing shall cease soliciting or entering new re-roofing contract projects. If the re-roofing
31 contractor fails to correct the deficiency specified in the notice by evidence satisfactory to the
32 city auditor within thirty days of the date of the notice or if the re-roofing contractor solicits or
33 enters new re-roofing contract projects while the re-roofing contractor's license is not in good
34 standing, the city may revoke or forfeit the license of the re-roofing contractor as provided in
35 article 25-01.

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Section 2. Penalty.

A violation of this ordinance shall be a class B misdemeanor. Every person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished by a fine not to exceed \$1,000.00, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

Dennis R. Walaker, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:

Second Reading:

Final Passage:

Publication:



To: Board of City Commissioners

From: Jill Minette *JM*
Director of Human Resources

Re: PEC Recommendations on Reclassification

Date: May 15, 2008

The Position Evaluation Committee recommends approval of the reclassifications as outlined in the enclosed PEC Notes from the April 24 and April 30, 2008 meetings. The recommended reclassifications would be effective January 1, 2009.

Suggested Motion:

Approve the recommendations of the PEC as indicated on the attachment.

POSITION EVALUATION COMMITTEE
MEETING NOTES

APRIL 24 & 30, 2008

2008 RECLASSIFICATION REQUESTS

1. Engineering

- (a) Engineering Technician Supervisors – request to pay out-of-grade due to market from C43 to C51
 - **PEC recommends that the Engineering Technician Supervisors remain in the C43 (7 positions) (NO CHANGE)**
Budget Impact: \$0

- (b) Engineering Tech II – request to promote Jeremy Grandstrand from Engineering Tech II B24-2 (B25) to Engineering Tech III - C41
 - **PEC recommends that Jeremy Grandstrand be promoted to Engineering Tech III - C41 (1 position)**
Effective: 1-01-09
Budget Impact: \$1,936

- (c) Engineering Tech III – request to promote Rick Larson from Engineering Tech III - C41 to Engineering Tech Supervisor - C43 (C51 request denied)
 - **PEC recommends that Rick Larson be promoted to Engineering Supervisor C43 (1 position)**
Effective: 1-1-09
Budget Impact: \$2,210

- (d) Survey Assistant – request to promote Blake Hanten and Pat Croal from Survey Assistant A13-2 (B21) to Engineering Tech I – B22-2 (B23)
 - **PEC recommends that Blake Hanten and Pat Croal be promoted to Engineering Tech I - B22-2 (B23) (2 positions)**
Effective: 1-1-09
Budget Impact: \$2,760

- (e) Engineering Tech Supervisor – Request to reclassify three of the Engineering Tech Supervisors C43 positions to Engineering Specialist C52
 - **PEC recommends that three of the Engineering Tech Supervisor positions be reclassified as Engineering Specialist C51 (3 positions; employees include Steve Sly, Brent Wacha, Ben Dow)**
Effective: 1-1-09
Budget Impact: \$8,140

2. Traffic Engineering

- (a) Sign & Signal Coordinator – request to reclassify Sign & Signal Operations Coordinator from a C51-2 (C52) to a D61-2 (D62).
 - **PEC recommends that the Sign & Signal Coordinator be reclassified to a D61-2 (D62). (1 position)**
Effective: 1-1-09
Budget Impact: \$4,309
- (b) Traffic Maintenance Technician II – request to reclassify Traffic Maintenance Technician II from B24-2 (B25) to B31-2 (B32).
 - **PEC recommends that the Traffic Maintenance Technician II remain a B24-2 (B25) (1 position) (No change)**
Budget Impact: \$0

3. Public Works

- (a) Public Works Manager – request to reclassify the Public Works Manager from D72 to Operations Director E83.
 - **PEC recommends that the Public Works Manager be reclassified to Public Works Operations Director E81. The Public Works Operations Director will report to the City Administrator. (1 position)**
Effective: 1-1-09
Budget Impact: \$3,036
- (b) Office Associate II – Central Garage – request to reclassify the Office Associate II - B21 in Central Garage to an Office Associate III - B23.
 - **PEC recommends that the Office Associate II in Central Garage be reclassified to an Office Associate III - B23 (1 position)**
Effective: 1-1-09
Budget Impact: \$2,436
- (c) Office Associate II – Forestry – request to reclassify the Office Associate II - B21 in Forestry to an Office Associate III - B23.
 - **PEC recommends that the Office Associate II in Forestry be reclassified to an Office Associate III - B23 (1 position)**
Effective: 1-1-09
Budget Impact: \$2,118

4. IT

- (a) Principal Office Associate – request to reclassify the Principal Office Associate B31 to a Help Desk Associate C41.
 - **PEC recommends that the Principal Office Associate be reclassified to an Office Manager (C41)**
Effective: 1-1-09
Budget Impact: \$1,567

5. Planning

- (a) Assistant Planner – request to reclassify an Assistant Planner C42 to Planner C43.
 - **PEC recommends that one Assistant Planner position be reclassified to a Planner position (1 position; Monica Graber)**
Effective: 1-1-09
Budget Impact: \$2,709 (funded by HUD grants)

6. Water/Wastewater

- (a) Water/Wastewater Plant Operator II – request to reclassify Water/Wastewater Plant Operator II from B24-2 (B25) to B25-2 (B31)
 - **PEC recommends that the Water/Wastewater Plant Operator II's be reclassified to a B25-2 (B31) (16 positions)**
Effective: 1-1-09
Budget Impact: \$25,372
- (b) Water/Wastewater Plant Operator I – request to reclassify Water/Wastewater Plant Operator I from B22-2 (B23) to B23-2 (B24)
 - **PEC recommends that the Water/Wastewater Plant Operator I's remain a B22-2 (B23) (NO CHANGE)**
Budget Impact: \$0
- (c) Residuals Plant Operator - request to reclassify the Residuals Plant Operator from B23-2 (B24) to B24-2 (B25)
 - **PEC recommends that the Residuals Plant Operator be reclassified to a B24-2 (B25) (1 position)**
Effective: 1-1-09
Budget Impact: \$1,582
- (d) Water Plant Electronics Technician - request to reclassify the Water Plan Electronics Technician from B24-2 (B25) to B25-2 (B31)
 - **PEC recommends that the Water Plant Electronics Technician be reclassified to a B25-2 (B31) (1 position)**
Effective: 1-1-09
Budget Impact: \$1,711

7. Auditor's Office

- (a) City Auditor – request to reclassify the City Auditor from D61 to D64
 - **PEC recommends that the City Auditor be reclassified to D64 (1 position)**
Effective: 1-1-09
Budget Impact: \$3,429

- (b) Accountant - request to create the Accountant II level and to reclassify the Accountant position responsible for accounts payable, receivable and payroll from C51 to Accountant II - C52
 - **PEC recommends that the Accountant II level be created and the accountant responsible for payroll, etc. be reclassified to C52 (1 position; Sheree Calkins)**
Effective: 1-1-09
Budget Impact: \$3,115

- (c) Financial Analyst - request to reclassify the Financial Analyst position from C51 to C52
 - **PEC recommends that the Financial Analyst be reclassified to C52 (1 position)**
Effective: 1-1-09
Budget Impact: \$2,210

8. Administration/Department Heads

- (a) City Administrator –
 - **PEC recommends that the E93 pay scale be increased by 4%**
Effective: 1-1-09
Budget Impact: \$4,978

- (b) Department Directors
 - **PEC recommends that the E83 pay scale be increased by 4%**
Effective: 1-1-09
Budget Impact: \$36,360

 - **PEC recommends a cost analysis be completed on the potential of increasing the D & E pay grade spreads from 38% to 50%. This option is to be considered during the budgeting process for 2009.**

Total budget impact: \$109,978

(d)

DATE: May 15, 2009
TO: Mayor Walaker, Commissioner Wimmer, City Commissioners
FROM: Bruce Hoover, Fire Chief
SUBJECT: Architectural Services for SW Fire Station

On February 25, 2008, the City of Fargo Commission approved proceeding with the selection of an architectural firm to design a fire station in the area of 45th Street and 40th Avenue South. The selection committee consisted of:

- Brad Wimmer, City Commissioner
- Pat Zavoral, City Administrator
- Kent Costin, Director of Finance
- Bruce Hoover, Fire Chief
- Dean Meyer, Asst. Fire Chief

Proposals were received from eight firms and the committee interviewed three firms. The committee is recommending T.L. Stroh Architects to design the new fire station.

Suggested Motion:

Approve contract with T.L. Stroh Architects for architectural services for a fire station in the area of 45th Street and 40th Avenue South.

DATE: May 15, 2008
 TO: City Commission
 FROM: Dan Mahli, Senior Planner, Community Development
 RE: Recommendation for 2008 Storefront Rehab projects



On May 1, the Community Development Committee reviewed the 2008 storefront rehab applications. The City received fourteen applications, seven of which satisfied the threshold criteria and are eligible to be considered for funding and two that are still pending.

The City has \$230,000 in Community Development Block Grant (CDBG) funding for projects that eliminate slum and blight conditions in downtown Fargo. The 2008 CDBG budget approved by the City Commission on February 11 included \$150,000 for downtown projects. In addition, there is \$80,000 in 2006 CDBG downtown funding for an accessibility improvement project at the US Bank parking ramp that did not happen.

The following is the recommendation approved by the Community Development Committee for distribution of the downtown project funds. If you would like more information or copies of the downtown project applications, please let me know.

Address	Recommendation
117/119 Broadway	\$15,000 (storefront)
115 Broadway	\$15,000 (storefront)
113 Broadway	\$15,000 (storefront)
109/111 Broadway	\$15,000 (storefront)
216/218 Broadway	\$15,000 (storefront)
214 Broadway	\$15,000 (storefront)
14 8 St S	\$ 2,300 (storefront)
610 Main Ave	\$15,000 (storefront – application pending review by Historic Preservation)
608 Main Ave	\$15,000 (storefront – application pending review by Historic Preservation)
324 7 St N	\$10,000 (demo)
1111 4 Ave N	\$75,000 (acquisition & demo)
121/123 Broadway	Withdrawn
515 3 Ave N	Withdrawn
301 Broadway	Withdrawn
417 Main Ave	Denied
317 Roberts St	Denied

Total recommendation \$207,300

Recommended Action: Approve the Community Development Committee recommendation for downtown projects to receive 2008 CDBG funds.





MEMORANDUM

DATE: May 15, 2008
TO: Fargo City Commission
FROM: Dan Mahli, Senior Planner, Community Development
RE: 2008 ADDI Grant

The City of Fargo applied for and was awarded an allocation from the State of North Dakota's 2008 American Dream Downpayment Initiative (ADDI) grant. The State received this grant from HUD. Fargo was awarded \$13,735.00 to be used to provide downpayment assistance to low income first time homebuyers.

Recommended Action: Accept the 2008 ADDI grant allocation to the City of Fargo from the State of North Dakota, Department of Commerce.



DATE: May 19th, 2008
TO: City Commission
FROM: Nate Bailey, Community Development Planner
RE: Proposed Sale of 1012 9th Street North to Kathleen Pepple

On April 24th, the City requested proposals for redevelopment of the vacant lot located at 1012 9th Street North. Attached is the proposal for redevelopment of the property.

The proposals were due May 5th, and evaluated by a subcommittee of the Community Development Committee. The selected developer, Kathleen Pepple, has outlined her intent to use the property as an urban garden for the benefit of the surrounding neighborhood. It is clear that Pepple has the experience and ability to complete the project as proposed. The intended use is low impact and maintains consistency with the character of the neighborhood.

Recommended Action: Accept Kathleen Pepple's proposal for the redevelopment of 1012 9th St N for use as an urban neighborhood garden, and authorize staff to proceed with sale of the property for \$8,200.

Proposal for purchase of 1012 9th St. N. Fargo, ND Vacant Property

May 1, 2008

Kathleen Pepple
818 Kennedy Court N.
Fargo, ND 58102

Legal status: Private home owner.

Intended Use of project: I will create an organic, intensive food and flower producing community classroom garden. This garden will function as an ongoing demonstration of gardening techniques with emphasis on the growing of regional perennial food crops. One of the added benefits of perennial food crop gardens is the continuous interest and beauty of permanent plants. Plants visible in all seasons, give the garden a park-like appearance, thereby adding to the attractiveness of the neighborhood. This provides a different approach to the traditional tilled and winter fallow community gardens normally seen.

Because of the garden location being so convenient to both the NDSU campus and the Roosevelt grade school, I see this as a potential opportunity for class visits in which students might have hands on experience with urban food production.

My greatest attraction to this particular site is its location near my home with ample sunshine for growing food crops, unlike my tiny shade covered lot in Kennedy Court, home for the last twelve years. I would propose to other sunshine and land poor neighbors a trade: small garden plots and food in exchange for labor and assistance in the building and care of these gardens.

It is my belief that gardens are one of the best ways to create and promote a healthy neighborhood and community, a setting for sharing information, physical labor, and the fruits thereof. Creating a place, a neighborhood focal point for this shared experience is my ultimate intent in acquiring the 8,438 square feet of lot 1012 Kennedy Court.

Experience: Landscape Architect for seventeen years and gardener for over thirty years.

Capacity to complete: In my seventeen years of landscape architecture practice, my projects have included design and oversight of more than fifty gardens throughout the region. Now as a fulltime assistant professor of landscape architecture at NDSU my summers can be utilized in the design, implementation, and continued maintenance of the proposed garden.

Bid amount: \$8,200.00

If there is any further information required please contact me at 701.371.1169 or e-mail at Kathleen.Pepple@NDSU.edu



REQUEST FOR PROPOSALS SALE OF VACANT LAND

1012 9th St. N, Fargo
Published April 24, 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.

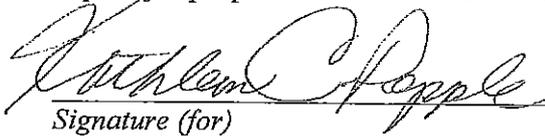
- Name and Mailing Address of purchaser
- Legal status (ex. for-profit corporation, individual, non-profit, etc)
- Intended use of the property
- Relevant Experience
- Capacity to complete the proposed project
- Bid amount

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.

 Kathleen Pepple 5/1/2008
 Signature (for) Printed Name Date



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

	2008 BUDGET	2008 ACTUAL	VARIANCE
REVENUES:			
310 Taxes	\$ 14,956,986	\$ 15,455,540	\$ 498,554
320 Licenses & Permits	678,488	544,590	(133,898)
350 Fines & Traffic Tickets	1,032,320	955,781	(76,539)
330 Intergovernmental Revenue	3,773,480	4,492,155	718,675
340 Charges for Services	2,081,704	1,919,038	(162,666)
360 Interest	699,996	618,991	(81,005)
361/5 Miscellaneous Revenue	64,512	92,607	28,095
390 Other Financing Sources	2,540,052	2,423,400	(116,652)
TOTAL REVENUES:	\$ 25,827,538	\$ 26,502,102	\$ 674,564
0500 City Administrator	1,378,072	\$ 1,062,237	\$ 315,835
1000 Finance	2,192,634	2,013,814	178,820
2000 Planning & Development	1,883,405	1,883,298	107
3000 Public Works	3,440,943	3,177,367	263,576
4000 Fire Department	2,372,990	2,263,960	109,030
5000 Police	3,546,499	3,500,368	46,131
6000 Health	2,214,872	2,191,437	23,435
7000 Library	725,918	613,436	112,482
8001 Commission	198,427	162,902	35,525
8005 Civic Center	147,054	166,585	(19,531)
8540 Social Services	288,000	253,000	35,000
8541 Homeless Shelter	16,667	30,088	(13,421)
8550 Capital Outlay	844,020	455,558	388,462
8570 Contingency		6,813	(6,813)
9001 Transfers	363,719	424,005	(60,286)
TOTAL OF EXPENDITURES	\$ 19,613,220	\$ 18,204,868	\$ 1,408,352
EXCESS REV OVER (UNDER) EXPENDITURES	\$ 6,214,318	\$ 8,297,234	\$ 2,082,916

i

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Agreement for Special Improvements – Matrix Properties

DATE: May 5, 2008

Matrix Properties has requested municipal improvements in Autumn Fields Addition. Attached is the Agreement for Special Improvements relating to improvement districts #5796 and #5797. Matrix Properties has executed this agreement and provided the necessary Letter of Credit.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and Matrix Properties for municipal improvements in Autumn Fields Addition.



May 2, 2008

Steven Sprague
City Auditor
City of Fargo – Finance Office
PO Box 2083
Fargo ND 58107-2083

RE: Autumn Fields Addition
to the City of Fargo

Dear Mr. Sprague:

Pursuant to your letter dated April 24, 2008, please find enclosed the executed Agreement For Special Improvements. The Agreement applies to Improvement Districts 5796 and 5797.

I have notified US Bank of your request for a Letter of Credit in the amount of \$756,000.00 and you should receive it in the very near future.

Please return to us a photocopy of the Agreement after the necessary signatures are completed.

If you require any additional information please do not hesitate to contact me.

Sincerely,
MATRIX PROPERTIES CORPORATION

A handwritten signature in black ink, appearing to read 'Rob Lyngstad', written over the typed name and title.

Rob Lyngstad
Vice President

RL:pjs
Enclosure

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this 2nd day of MAY, 2008, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Matrix Properties Corp, ND, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer, Asphalt Paving & Street Lights and Incidentals hereinafter "Utilities", in Autumn Fields 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 5796 & 5797 hereinafter "SID #5796" & "SID #5797", 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 #5796 & SID #5797 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

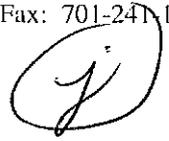
By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

DEVELOPER *MATRIX PROPERTIES CORPORATION*

By *[Signature]*
Its *Vice President*



MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Agreement for Special Improvements – Clapp Partnership

DATE: May 5, 2008

Clapp Partnership (E.G Clapp) has requested municipal improvements on a portion of 30th Avenue South from 41st Street NE to a point 100 feet north of the quarter section line. Attached is the Agreement for Special Improvements relating to improvement district #5384 & #5385. Mr. Clapp has executed this agreement and will provide the necessary Letter of Credit in the near future.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and Clapp Partnership for municipal improvements from 41st Street NE to a point 100 feet north of the quarter section line.

**COPY FOR YOUR
INFORMATION**

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this _____ day of _____ 2008, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Clapp Partnership (E.G. Clapp) of Fargo, ND, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer, Asphalt Paving, Street Lights and Incidentals hereinafter "Utilities", on a portion of 30th Avenue South (from 41st Street NE to a point 100 feet North of the quarter section line), 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 5384 & 5385, hereinafter "SID #5384" & "SID #5385", 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 #5384 & SID #5385 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, security in an amount of \$7,0000 which is approximately 30% of the estimated costs for the construction of said utilities (as determined by CITY); said 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, which is furnished to CITY will be a certificate of deposit, and CITY may, in its sole discretion, accept or reject the form of security which is offered by DEVELOPER.

**COPY FOR YOUR
INFORMATION**

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. Following the 13th day of September 2013, the 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. The intent of this provision for substitute security is that the CITY is protected to the same level as the original security provided.

5. 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 security which has been furnished to CITY, 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, without first giving DEVELOPER 30 days' written notice of its intent to do so.

6. 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.

7. 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 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.

8. After written notice as provided 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 7 above, then, and in that event, CITY may draw upon the security 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 security 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 6 hereof.

9. 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.

10. 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 _____

**COPY FOR YOUR
INFORMATION**



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

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

North Dakota Association For The Disabled _____ 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: O'Kelly's the address of which is:

3800 Main Avenue Fargo 58103 Burleigh
(Street) (City) (Zip Code) (County)

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

Specific location of gaming within facility (required): North Wall (Blackjack), Entire Bar & Restaurant (Bingo & Pulltabs)

Number of twenty-one tables (required)(if zero, enter "0"): 3

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 Raffles, Sports Pools, Poker, Calcutta

Attorney General Date Signature of City/County Auditor 05-19-2008 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)

North Dakota Association For The Disabled _____ 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: Mr G's _____ the address of which is:

1150 43rd 1/2 St South _____ Fargo _____ 58103 Burleigh _____
(Street) (City) (Zip Code) (County)

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

Specific location of gaming within facility (required): Northeast Corner _____

Number of twenty-one tables (required)(if zero, enter "0"): 4 _____

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 Raffles, Sports Pools, Poker, Calcutta _____

Attorney General Date Signature of City/County Auditor 05-19-2008 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)

102

Prairie Public Broadcasting, Inc _____ 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: Dempseys Public House the address of which is:

226 Broadway Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

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

Specific location of gaming within facility (required): North east corner

Number of twenty-one tables (required)(if zero, enter "0"): 1

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, Poker, Calcutta, Paddlewheels

Attorney General Date 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)

Prairie Public Broadcasting, Inc _____ 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: Labbys the address of which is:

1100 19th Ave N Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

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

Specific location of gaming within facility (required): SW corner

Number of twenty-one tables (required)(if zero, enter "0"): 1

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, Poker, Calcutta, Paddlewheels

Attorney General Date Signature of City/County Auditor Date
5-19-2008
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)

Prairie Public Broadcasting, Inc _____ 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: Tailgators the address of which is:
1322 Main Ave Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning 7/1/2008 Ending 6/30/2009
Specific location of gaming within facility (required): Middle of the west wall

Number of twenty-one tables (required)(if zero, enter "0"): 2

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, Sports Pools, Poker, Calcutta, Paddlewheels

Attorney General Date Signature of City/County Auditor Date
5-19-2008
Steven Sprague, City Auditor
PRINT Name / Official Position

INSTRUCTIONS:

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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)

R3

North Dakota Childhood Language Disorder Center - Fargo 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: Fargo Masonic Center the address of which is:
1405 N. 3rd St.

Fargo ND 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning June 2, 2008 Ending September 20, 2008

Specific location of gaming within facility (required):
Layout attached

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 Bingo, Pull Tabs, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Twenty-One, Poker, Calcutta, Paddlewheels

Attorney General Date 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



Site License Number
(Attorney General Use Only)
SFN - 17996

124

NORTH DAKOTA GAMES OF CHANCE
SITE AUTHORIZATION

Roy Chandler Post # 762 - Veterans of Foreign Wars 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 location known as VFW - Post # 762 the address of
which is: 202 Broadway Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning July 1, 2008 Ending June 30, 2009

Specific location of gaming operations within facility: Entire Bar Area - Main Floor

Number of twenty-one tables: 1

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

5-19-2008

(Attorney General) Date (Signature of City/County Auditor) Date

Routing: White & Canary - Attorney General Pink - To be retained by City/County



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

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

125

West Fargo Hockey Association 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: Old Chicago the address of which is:

2551 South 45th Street Fargo 58104 Cass
(Street) (City) (Zip Code) (County)

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

Specific location of gaming within facility (required): N.W. corner of bar area

Number of twenty-one tables (required)(if zero, enter "0"): 1

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, Poker, Calcutta, Paddlewheels

Attorney General

Date

Signature of City/County Auditor

05-19-2008
Date

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)

K6

Fargo Youth Commission 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: Slammer's Sports Bar the address of which is:
707 28th Ave N. Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning July 1, 2008 Ending June 30, 2009
Specific location of gaming within facility (required): Southeast corner of bar

Number of twenty-one tables (required)(if zero, enter "0"): (2) - Two

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, Paddlewheels, Pull Tab

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

INSTRUCTIONS:

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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)

Fargo Youth Commission
(Name of Organization)

is hereby authorized to conduct games of

chance under the license granted by the Attorney General of the State of North Dakota at the following location: Bojowed Bucks Roadhouse the address of which is:

1201 Westrac Dr. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning July 1, 2008 Ending June 30, 2009

Specific location of gaming within facility (required): Southwest corner of building

Number of twenty-one tables (required)(if zero, enter "0"): (4) - four

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, Paddlewheels, Pull Tab

Dispensing
05-19-2008

Attorney General

Date

Signature of City/County Auditor

Date

Steven Sprague, City Auditor

PRINT Name / Official Position

INSTRUCTIONS:

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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

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 10-07

① 5-2-08
CR#4291
25.00

Name of Non-profit Organization Fargo Lions Club		Date(s) of Activity 9/8/08 to 12/22/08	
Person Responsible for the Gaming Operation DAVID ROGNESS		Title member	Business Phone Number 701-476-4065
Business Address 4630 15 AVE N	City FARGO	State ND	Zip Code 58102
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted RADISSON HOTEL		Site Address 201 5 ST N	
City FARGO	State ND	Zip Code 58102	County CASS
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input checked="" type="checkbox"/> Sports Pool CALENDAR			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
MONDAY NIGHT FOOTBALL	CASH	\$50.00
	(16 weekly: \$500. per 100 tickets sold)	

Game Type	Description of Prize	Retail Value of Prize
		\$

Total: (Limit \$12,000 per year)
\$ 5,000

Intended uses of gaming proceeds: **Lions Club Charitable Programs**

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 Shonwald Deble	Date 5/1/08	Title President	Daytime Phone Number 701-241-1430
--	-----------------------	---------------------------	---



M

ASSESSMENT DEPARTMENT

April 29, 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 Aaron Knuth. 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 2006, 2007, 2008.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$670 with the City of Fargo's share being \$90.

Sincerely,

A handwritten signature in black ink, 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 Aaron Knuth Phone No. 701-235-4028

2. Address of Property 446 Oakland Avenue
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed.
Lots 95+96, Belmont Park

4. Parcel Number 01-0120-00900⁰⁰⁰ Residential Commercial Central Business District

5. Mailing Address of Property Owner 446 Oakland Avenue
 City Fargo State ND Zip Code 58103

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). attached

7. Building Permit No. 20031422 8. Year Built 1923

9. Date of Commencement of making the improvement 8.5.03

10. Estimated market value of property before improvement \$ 100,000

11. Cost of making the improvement (all labor, material and overhead) \$ 32,452.00

12. Estimated market value of property after improvement \$ 153,600

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 [Signature] Date 9-19-08

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): 3 REMAINING YEARS

Assessor's Signature [Signature] Date 9/30/08

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 _____

Homeowner: Lillian + Icera Knutson

Address: 446 Oakland Avenue

Project Duration: June 1 to Oct 1

Project Description: (Short description of each part of your project)	Contractor Information: (Name, Address, Phone)
Remove living room wall + install slider Remove North dormer + build new install 2 bathroom fans install vinyl siding - soffits on new dormer 10x12 cedar deck 6x6 deck	PM Construction Pat Matulka 818 23 rd St. S Fargo ND 58103 Cost Estimate: \$15,380 Vendor: (Office Use Only) <input type="checkbox"/>
Remove + replace 12 windows install new windows in dormer + living room <i>Remove 9 soffits 12x12 vinyl gravel drive</i>	Same as above Cost Estimate: \$7,106 Vendor: (Office Use Only) <input type="checkbox"/>
Supply + install sheetrock on all ceilings on main floor + stairway walls	CR Drywall + Const. Cliff Rette West Fargo ND 218-790-852 Cell 7 Cost Estimate: \$1,552 Vendor: (Office Use Only) <input type="checkbox"/>



PM
 CR
 4191.63 left
 814.10

 5005.73



Homeowner: FULLAN WILLIAM KIMM
 Address: 2410 Oakland Ave.

Project Description: (Short description of each part of your project)	Contractor Information: (Name, Address, Phone)
Replace main floor closet ceiling + approx. 4' of 4" C.I. Pipe to be replaced	Lantry's Box 25602 Fargo ND 58108 Cost Estimate: \$ 505 Vendor: (Office Use Only) <input type="checkbox"/>
Detail work by homeowner	Cost Estimate: \$ 4090 Vendor: (Office Use Only) <input type="checkbox"/>
	Cost Estimate: Vendor: (Office Use Only) <input type="checkbox"/>



(N)



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: E-7	<input type="checkbox"/> OWNER
TO CONTRACTOR: (Name and address) Rick Electric, Inc. 3010 24th Avenue South P.O. Box 159 Moorhead, MN 56561-0159	DATE: April 28, 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: Electrical Construction	<input type="checkbox"/> OTHER

The Contract is changed as follows:

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

Provide electric hand dryers at Woment L02 and Men L03. ADD \$1,570.00

TOTAL ADD \$1,570.00

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was \$ 536,300.00

The net change by previously authorized Change Orders \$ 71,154.60

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was \$ 607,454.60

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of \$ 1,570.00

The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be \$ 609,024.60

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 Ste 300
Moorhead, MN 56560
ADDRESS

Rick Electric Inc.
CONTRACTOR (Firm name)
3010 24th Avenue South
Moorhead, MN 56561-0159
ADDRESS

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

BY (Signature)

RICHARD MOORHEAD
(Typed name)

5-2-08
DATE

BY (Signature)

Dennis Fick
(Typed name)

4/29/08
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.

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

Federal Award Information—To be provided by NDDOT

CFDA No.: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Bob Walton

Telephone: 701-239-8900

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

Project No. HEU-8-984(109)112 City of Fargo

**Location: Fargo – 13th Avenue South Intersection at 40th Street South, 43rd Street South,
44th Street South, and 47th Street South**

Type of Improvement: Intersection Safety Length: N/A

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

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

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

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

Federal Funds obligated for this project shall not exceed 90.0 percent of the total eligible project cost. The balance of the project cost is the obligation of the City.

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

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

PART I

City Obligation:

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

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

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

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

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. Comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulations of the Federal Department of Transportation, 49 CFR Part 21, and Executive Order 11246, relative to the employment practices under any engineering contract awarded in conjunction with this agreement. If the City fails to comply with the federal or state civil rights requirements of this agreement, sanctions may be imposed by FHWA or NDDOT as may be appropriate, including, but not limited to:
 - a. Withholding of payments to the City under the agreement until the City causes compliance, or
 - b. Cancellation, termination, or suspension of the agreement, in whole or in part.

PART II

Contracting and Construction:

1. Ten weeks before the bid opening date the City will:
 - a. Submit the final plans to NDDOT.
 - b. Certify that the right of way has been acquired in its name and at its sole expense, and in conformity with state and federal law and NDDOT's current edition of *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
 - c. Provide NDDOT with the permit or agreement authorizing utility facilities to be installed or continued on, under or over the right of way.
 - d. Provide NDDOT with all permits or clearances required for the construction of the project by state or federal law.
2. On behalf of the City, NDDOT will:
 - a. Prepare the bid proposals, print and distribute the proposals and plans, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Small Business participation and the bidder's good faith efforts in satisfying the requirements of the current edition of special provision, *Small Business Participation* and 49 CFR Part 26, Participation by DBE in DOT programs. NDDOT shall have exclusive authority in evaluating the adequacy of Small Business participation.
 - c. Tabulate the bids and send to the City.
 - d. Concur in the award of the contract, after the City has executed the contract, for the sole purpose of enabling the City to procure federal aid for the construction of the project.
 - e. Distribute copies of the plans to the parties.
3. The City will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT and the prime contractor.
4. During the construction of the project, the City will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual*, the *Construction Manual*, and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.

Page 58 Make all records available to NDDOT and FHWA for inspection upon request. The City will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the City.

- d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the City agrees to:

1. Control the length and location of curb openings for access. The width of such access opening shall not exceed that shown on the plans. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. If the traffic corridor intersects a state highway, the City must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
4. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
5. Provide maintenance to the completed project at its own cost and expense.
6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

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

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

- 2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- 3. No official, employee, or other person performing services for the City who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the City shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the City, and such officer, employee, or person has not participated in such acquisition for and in behalf of the City.
- 4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
- 5. NDDOT requires contracts executed with counties, cities, other state agencies, and Indian tribes to comply with OMB Cir. A-133.
- 6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
 ND Department of Transportation
 608 East Boulevard Avenue
 Bismarck, ND 58505-0700

Fargo City Engineer
200 N 3rd St
Fargo ND 58102

- 7. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

Page 6 This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo

*
Dennis R. Walaker Mayor
NAME AND TITLE (TYPE OR PRINT)

SIGNATURE

5/19/08
DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

DOT 19256 (Div. 38)
L.D. Approved 4-12-93; 02-07
DK 5-7-08

Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

CERTIFICATE OF FINANCIAL RESPONSIBILITY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE LIABILITIES ASSUMED BY THE STATE OF NORTH DAKOTA OR THE COVERAGES THAT MAY BE AFFORDED BY ANY INSURANCE CARRIERS OR SELF-INSURED FUNDS.

LIABILITY OF THE STATE IS CREATED AND LIMITED BY ENACTMENT OF CHAPTER 32-12.2 OF THE NORTH DAKOTA CENTURY CODE. AS OF APRIL 22, 1995, ALL TERMS, CONDITIONS, STATUTES OF LIMITATIONS APPLY AS OUTLINED THEREIN. DAMAGES THAT MAY BE PAID WITHOUT SPECIFIC LEGISLATIVE AUTHORITY FOR EVENTS OCCURRING PRIOR TO AUGUST 1, 1997, ARE \$250,000 PER PERSON AND \$750,000 PER OCCURRENCE; ON OR AFTER AUGUST 1, 1997, \$250,000 PER PERSON AND \$1,000,000 PER OCCURRENCE.

THE STATE OF NORTH DAKOTA HAS FUNDED FOR THIS LIABILITY EXPOSURE AT A LEVEL DETERMINED BY AN INDEPENDENT ACTUARY.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO: To Whom it May Concern

ON THIS DATE OF: April 16, 1998

BY: *Johanna Ascholder*
AUTHORIZED REPRESENTATIVE OF THE
STATE OF NORTH DAKOTA OFFICE OF
MANAGEMENT AND BUDGET

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5073-05 Type: Engineering Services Proposal

Location: South Side Flood Control (SSFC) Project Date of Hearing: 5/13/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/19/08</u>
PWPEC File	<u>X</u>
Project File	<u>April Walker</u>
Petitioners	<u> </u>
David W. Johnson	<u> </u>

Mark Bittner recommended approval of Engineering Services Proposals from Houston Engineering, Inc. for the following tasks related to project analysis on the Southside Flood Control (SSFC) project:

1. Geotechnical analysis for riverbank stability determination along Red River from 32 nd to 40 th Avenue South	\$52,700
2. Red River channel cross sections in support of item 1, above	7,500
3. Determination of Red River ordinary highwater level (OHWL) throughout SSFC project area required for environmental assessment and permitting purposes	20,000
4. Unsteady state hydraulic modeling work for evaluation of Wild Rice River mini-bypass channel option	15,000
	<u>\$95,200</u>

On a motion by Pat Zavoral, seconded by Jim Gilmour, the Committee voted to recommend approval of the Houston proposal.

RECOMMENDED MOTION

Approve Scope of Work and Cost Proposal from Houston Engineering in the amount of \$95,200 for developing floodplain datasets for cost-benefit analysis purposes.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility

	<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				
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	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

Page 64

Mark Bittner

From: Bents, Jerry [jbents@houstonengineeringinc.com]
Sent: Tuesday, May 13, 2008 11:08 AM
To: Mark Bittner; April Walker
Cc: Thompson, Greg; Thielman, C. Gregg; Aanenson, Mark
Subject: HEI SSFC - Additional Tasks (Red River Cross-sections, Red River OHWL Establishment, Phase 2 Geotechnical for River Drive)

Mark/April -

Attached are budget spreadsheets that we prepared for the Additional Tasks associated the following projects. The cross-sections and borings are underway this week and we plan to start field work associated with the OHWL next week. I will get you a list of property owners to notify for the OHWL work by Friday.

Projed 5073-06

- Red River Cross-sections - \$7,500
- Red River OHWL Establishment - \$20,000
- Phase 2 Geotechnical for River Drive - \$52,700 (Includes \$36,257 - 49,997 NTI Estimate)

Please feel free to call if you have any questions.
 Jerry

Jerry Bents, Civil Engineer



Houston Engineering, Inc. | Leave Nothing to Chance™

2505 North University Drive
 Fargo, North Dakota 58105
 Phone: 701.237.5065 / Fax: 701.237.5101
 Email: jbents@houstonengineeringinc.com
 Website: www.houstonengineeringinc.com

From: Thielman, C. Gregg
Sent: Monday, May 12, 2008 1:39 PM
To: Mark Bittner
Cc: April Walker; Dave Johnson; Bents, Jerry
Subject: Wild Rice River Mini-bypass Unsteady Model

Mark,

At last weeks SSFC meeting you asked us to develop a cost estimate for expanding the existing unsteady hydraulic model developed for the SSFC to include the Wild Rice River mini-bypass channel. To do this, we propose to modify the existing unsteady hydraulic model for the Wild Rice River Levee option we developed, along with the Drain 27 and Drain 53 retention components that were added by Moore Engineering to include the mini-bypass channel, along with the retention site along the Wild Rice River below the mini-bypass diversion. We estimate the cost for performing these modifications and evaluating the impacts and potential storage to be \$15,000. We estimate it will take approximately 1 month to complete the modeling effort.

Please let me know if you have any questions.

Thanks,
 Gregg

Total " 95,200

C. Gregg Thielman, P.E., CFM, Project Manager

5/13/2008

Client: **City of Fargo, ND**

Cost Proposal for Services Associated with the Southside Flood Control (SSFC) Project -

Project Name: **River Drive Area - Phase 2 Geotechnical Evaluation**

Date: **5/13/2008**

Task 1 - General Coordination (Meetings with NTI on Results, Input on Proposed Design,...)

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Engineer II	hr	12	\$121.00	\$1,452.00
Engineer III	hr	12	\$103.00	\$1,236.00
Vehicle (cars/2-wd)	mi	60	\$0.55	\$33.00
Total Task 1 =				\$2,721.00

Task 2 - NTI (Northern Technologies, Inc) Proposed Scope of Work (6 borings and subsequent tests)- See attached

	<u>Hours</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>
Other	ea	1	\$49,997.00
Total Task 2 =			\$49,997.00

TOTAL FOR ALL TASKS = \$52,718.00



Estimate of Fees
Consulting & Geotechnical Investigation
Flood Control along River Drive South, 32nd to 40th Avenue South
City of Fargo, Fargo, North Dakota
NTI Project 08-19041.700

Item / Description	Est. Units		Unit Cost	Estimated Fee (\$)	
	from	to		from	to
Phase Two - Field Conditioned Based Assessment					
Mobilization - Drill	16	24	4.50 per mile	\$ 72.00	\$ 108.00
Mobilization - Support Vehicle	40	64	per mile	\$ 90.00	\$ 144.00
Truck Mounted Drill	40	50	275.00 per hour	\$ 11,000.00	\$ 13,750.00
Pressure Meter - Mobilization	1	1	800.00 lump sum	\$ 800.00	\$ 800.00
Pressure Meter - Rental	2	3	1,000.00 per day	\$ 2,000.00	\$ 3,000.00
Pressure Meter - Expendables	8	12	450.00 each	\$ 3,600.00	\$ 5,400.00
Moisture - Density of Specimen	30	40	35.00 per test	\$ 1,050.00	\$ 1,400.00
Minus #200 Sieve - Fine Content	1	2	60.00 per test	\$ 60.00	\$ 120.00
Atterberg Limits	3	4	95.00 per test	\$ 285.00	\$ 380.00
Hydrometer Test of Cohesive Soil	1	2	190.00 per test	\$ 190.00	\$ 380.00
Hand Penetrometer Estimate of Specimen Cohesive Strength	30	40	5.00 per test	\$ 150.00	\$ 200.00
U-U Triaxial Test of Soil (3 pbs / specimen)	4	6	650.00 per test	\$ 2,600.00	\$ 3,900.00
C-U Triaxial Test of Soil (3 pbs / specimen)	2	3	1,500.00 per test	\$ 3,000.00	\$ 4,500.00
Consolidation Test of Soil (3 pbs / specimen)	2	3	750.00 per test	\$ 1,500.00	\$ 2,250.00
Principal Engineer	4	6	125.00 per hour	\$ 500.00	\$ 750.00
Associate Engineer	60	80	115.00 per hour	\$ 6,900.00	\$ 9,200.00
Senior Engineer	18	24	105.00 per hour	\$ 1,890.00	\$ 2,520.00
CADD Design Professional	3	6	70.00 per hour	\$ 210.00	\$ 420.00
Technical Support Staff	12	16	40.00 per hour	\$ 480.00	\$ 640.00
Vehicle Mileage	100	150	0.90 per mile	\$ 90.00	\$ 135.00
Subtotal				\$ 36,257.00	\$ 49,997.00
Estimated Fee				\$ 36,257.00	\$ 49,997.00

6/7/2008

Houston Eng - River Drive South Flood Control, River Drive South (Rev 4-7-08)

Client: **City of Fargo, ND**

**Cost Proposal for Services Associated with the Southside Flood
Control (SSFC) Project
Red River Cross-sections**

Project Name: **(River Drive Area(HEI Project) & University Drive (KLJ Project)**Date: **5/13/2008**

**Task 1 - General Coordination (Field Cross-section Locations with NTI and KLJ, Landonwer
Notices, Map of Loations...)**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Engineer I	hr	4	\$133.00	\$532.00
Engineer III	hr	8	\$103.00	\$824.00
CAD Operator II	hr	6	\$70.00	\$420.00
Total Task 1 =				\$1,776.00

Task 2 - Field Survey of 7 Cross-sections Location on Red River (River Drive and University

	<u>Hours</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>	
Engineer II	hr	2	\$121.00	\$242.00
Technician I	hr	2	\$76.00	\$152.00
Survey 3-man	hr	20	\$144.00	\$2,880.00
ATV/SM/Boat	day	2	\$100.00	\$200.00
Vehicle (suburbans/4-wd)	mi	50	\$0.70	\$35.00
GPS Equipment	hr/unit	20	\$25.00	\$500.00
Total Task 2 =				\$4,009.00

**Task 3 - Mapping and Cross-section Drawings (Plan view Location map, Cross-sections, Excel
for NTI, and Arcview Export)**

	<u>Hours</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>	
Engineer II	hr	2	\$121.00	\$242.00
Engineer IV	hr	4	\$86.00	\$344.00
CAD Operator II	hr	8	\$70.00	\$560.00
GIS Specialist	hr	8	\$76.00	\$608.00
Total Task 3 =				\$1,754.00

TOTAL FOR ALL TASKS = \$7,539.00

Client: **City of Fargo, ND****Cost Proposal for Services Associated with the Southside Flood Control (SSFC) Project -**Project Name: **Red River Channel Extension - OHWL Establishment**Date: **5/13/2008****Task 1 - Agency Coordination - Meeting and Field Visit (NDSWC/MNDNR) - Visit 2-3 sites**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Engineer II	hr	16	\$121.00	\$1,936.00
Environmental Scientist III	hr	8	\$100.00	\$800.00
Engineer I	hr	0	\$133.00	\$0.00
Clerical II	hr	0	\$47.00	\$0.00
Vehicle (cars/2-wd)	mi	400	\$0.55	\$220.00

 Total Task 1 = \$2,956.00
Task 2 - Preparation of Hydrology Information and Materials for Field Work (1.7 year flood modeling and mapping)

	<u>Hours</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>	
Engineer II	hr	4	\$121.00	\$484.00
Engineer III	hr	8	\$103.00	\$824.00
GIS Specialist	hr	12	\$76.00	\$912.00

 Total Task 2 = \$2,220.00
Task 3 - Field Work and Survey (assumes 35 data points)

	<u>Hours</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>	
Engineer II	hr	10	\$121.00	\$1,210.00
Environmental Scientist III	hr	30	\$100.00	\$3,000.00
Survey 2-man	hr	20	\$116.00	\$2,320.00
ATV/SM/Boat	day	4	\$100.00	\$400.00
Vehicle (suburbans/4-wd)	mi	50	\$0.70	\$35.00
GPS Equipment	hr/unit	20	\$25.00	\$500.00

 Total Task 3 = \$7,465.00
Task 4 - Agency Review of Findings - Meeting or Conference Call

	<u>Hours</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>	
Engineer II	hr	14	\$121.00	\$1,694.00
Environmental Scientist III	hr	6	\$100.00	\$600.00
CAD Operator II	hr	4	\$70.00	\$280.00
Clerical II	hr	4	\$47.00	\$188.00

 Total Task 4 = \$2,762.00
Task 5 - Minnesota Protected Waters and North Dakota Sovereign Lands OHW Report

	<u>Hours</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>	
Engineer II	hr	12	\$121.00	\$1,452.00
Environmental Scientist III	hr	24	\$100.00	\$2,400.00
CAD Operator II	hr	4	\$70.00	\$280.00
Clerical II	hr	6	\$47.00	\$282.00

 Total Task 5 = \$4,414.00
TOTAL FOR ALL TASKS = \$19,817.00

(21)

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Shared Use Path

Project No. 5691

Call For Bids May 19, 2008

Bid Opening Date June 11, 2008

Completion Date September 1, 2008

X PWPEC Report (Attach Copy) **(Part of 2008 CIP)**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. 298-6925

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

SHARED USE PATH

PROJECT NO. 5691

Nature & Scope

This project is for the construction of a shared use path from County Road 20 to the new Riverwood Addition Park.

Purpose

To construct a share use path as ordered by the City Commission.

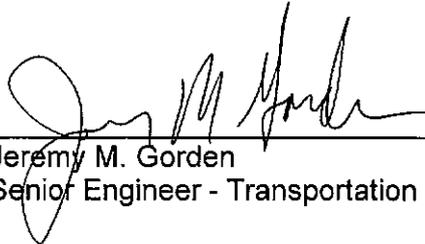
Feasibility

The cost of constructing the proposed shared use path are as follows:

Estimated Construction Cost:	\$321,453.00
Plus 15% Engineering & Administration Fees:	<u>48,217.95</u>
	\$369,670.95
Federal Transportation Enhancement Funds	\$257,162.40
Balance with CSSI	\$112,508.55

We believe this project to be cost effective.





Jeremy M. Gorden
Senior Engineer - Transportation

May 2008

Q2

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Traffic Signal Improvements

Project No. 5807-2

Call For Bids May 19, 2008

Bid Opening Date June 11, 2008

Completion Date September 1, 2008

- N/A PWPEC Report (Attach Copy) **Part of 2008 CIP**
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Allen Schumacher

Phone No. 297-7780

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:

- N/A Create District (Attach Copy of Legal Description)
- N/A Order Plans & Specifications
- N/A Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
TRAFFIC SIGNAL IMPROVEMENTS
PROJECT #5807-2

Nature & Scope

This project calls for the installation and termination of fiber optic cable and equipment throughout various areas of the City.

Purpose

The project will replace the last remaining piece of twisted pair copper with fiber optic cable down on University Drive from 18th Avenue South to 30th Avenue South. It will add single mode fiber down 25th Street from 23rd Avenue South to 32nd Avenue South and will modify existing fiber optic cable at 9 isolated intersections to allow for better communications and finally, it will connect to the Fire Station on 25th Street near 30th Avenue South for IT connections there.

Feasibility

The estimated construction cost of the project is \$99,256. The project is to be funded by sales tax.

Estimated Construction Cost:	\$99,256.00
Plus 12% Engineering & Administration Fees:	11,910.72
Plus 8% Miscellaneous Fees:	<u>7,940.48</u>
Total Estimated Cost:	\$119,107.20

We believe this project to be cost effective.





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

May 2008

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5702

Date Entered: 04/02/2008

Date Printed: 04/02/2008

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
91	1002	Standard Compaction Earth Backfill	LF	6,490.00	19.00	6,509.00	19.00	6,528.00	0.50	9.50
91	1006	6" Sanitary Sewer	LF	3,100.00	15.50	3,115.50	15.50	3,131.00	12.00	186.00
91	1008	8" Sanitary Sewer	LF	2,740.00	0.50	2,740.50	0.50	2,741.00	17.00	8.50
91	1010	10" Sanitary Sewer	LF	650.00	3.00	653.00	3.00	656.00	21.00	63.00
91	3897	Temporary Construction Entrance	EA	1.00	-1.00	0.00	-1.00	-1.00	1,100.00	-1,100.00
91	3995	S&H Fence - Standard, Preassembled	LF	1,600.00	-1,600.00	0.00	-1,600.00	-1,600.00	1.50	-2,400.00
Phase 1 - Sanitary Sewer Sub Total										-3,233.00
92	1002	Standard Compaction Earth Backfill	LF	6,787.00	-67.83	6,719.17	-67.83	6,651.34	0.50	-33.92
92	2006	6" Water Main	LF	70.00	-7.00	63.00	-7.00	56.00	16.00	-112.00
92	2008	8" Water Main	LF	3,917.00	-4.83	3,912.17	-4.83	3,907.34	17.00	-82.11
92	2041	1" Cu	LF	2,800.00	-56.00	2,744.00	-56.00	2,688.00	12.00	-672.00
92	2108	6" Gate Valve	EA	6.00	1.00	7.00	1.00	8.00	930.00	930.00
92	2250	Mechanical Joint Fittings	LB	4,750.00	-240.00	4,510.00	-240.00	4,270.00	1.00	-240.00
92	2361	Connect Water Service	EA	59.00	-2.00	57.00	-2.00	55.00	240.00	-480.00
Phase 1 - Water Main Sub Total										-690.03
93	1002	Standard Compaction Earth Backfill	LF	2,945.00	14.04	2,959.04	14.04	2,973.08	0.50	7.02
93	3001	12" PVC Storm Sewer	LF	310.00	-0.50	309.50	-0.50	309.00	16.00	-8.00
93	3016	15" RCP Storm Sewer	LF	527.00	10.19	537.19	10.19	547.38	22.00	224.16
93	3020	18" RCP Storm Sewer	LF	740.00	0.50	740.50	0.50	741.00	24.00	12.00
93	3024	24" RCP Storm Sewer	LF	468.00	-0.35	455.65	-0.35	455.30	29.50	-10.33
93	3027	27" RCP Storm Sewer	LF	159.00	0.50	159.50	0.50	160.00	39.00	19.50
93	3030	30" RCP Storm Sewer	LF	435.00	52.75	487.75	52.75	540.50	45.00	2,373.75
93	3106	30" Storm Sewer w/Gravel Backfill	LF	53.00	-53.00	0.00	-53.00	-53.00	55.00	-2,915.00
Phase 1 - Storm Sewer Sub Total										-296.88
94	3751	Seeding with Mulch	ACRE	5.00	-0.09	4.91	-0.09	4.82	800.00	-72.00
94	4000	Excavation	CY	6,200.00	-3,187.74	3,012.26	-3,187.74	-175.48	3.00	-9,563.22
94	4002	Subcut	CY	5,000.00	1,986.07	6,986.07	1,986.07	8,972.14	3.50	6,951.25
94	4010	Subgrade Preparation	SY	15,000.00	-384.67	14,615.33	-384.67	14,230.66	1.00	-384.67
94	4050	Geotextile Filter Fabric	SY	15,000.00	-384.67	14,615.33	-384.67	14,230.66	1.10	-423.14
94	4068	Gravel Base (Class 5) - 7"	SY	15,000.00	-384.67	14,615.33	-384.67	14,230.66	4.15	-1,596.36
94	4100	Concrete Curb & Gutter (Type I)	LF	6,848.00	77.10	6,925.10	77.10	7,002.20	9.00	693.90
94	4104	Concrete Curb & Gutter (Type II)	LF	414.00	-58.80	355.20	-58.80	296.40	11.00	-646.80
94	4130	6" RC Driveway	SY	100.00	-100.00	0.00	-100.00	-100.00	35.00	-3,500.00
94	4138	4" RC Sidewalk	SY	950.00	24.96	974.96	24.96	999.92	29.00	723.84
94	4200	Aggregate for Asphalt Base Course	TON	3,300.00	109.03	3,409.03	109.03	3,518.06	27.00	2,943.81
94	4221	Asphalt Cement	GAL	44,000.00	6,458.97	50,458.97	6,458.97	56,917.94	1.70	10,980.25
94	4316	Detectable Warning Panels	SF	88.00	8.00	96.00	8.00	104.00	50.00	400.00
94	4460	4" Perforated PVC w/Fabric Wrap	LF	7,262.00	18.00	7,280.00	18.00	7,298.00	2.00	36.00
94	4461	Install Watertight Manhole Seals	EA	15.00	16.00	31.00	16.00	47.00	225.00	3,600.00
94	4465	Install Watertight Manhole Seal Extension	EA	3.00	1.00	4.00	1.00	5.00	125.00	125.00

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5702
 Date Entered: 04/02/2008
 Date Printed: 04/02/2008

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
Phase 1 - Paving Sub Total										10,267.84
95	5018	#6 USE Cu Conductor	LF	11,296.00	-106.00	11,190.00	-106.00	11,084.00	1.00	-106.00
95	5074	1-1/2" Innerduct	LF	3,732.00	-2.00	3,730.00	-2.00	3,728.00	2.40	-4.80
Phase 1 - Street Lighting Sub Total										-110.80
96	4525	Type III Barricade	EA	1.00	-1.00	0.00	-1.00	-1.00	300.00	-300.00
Phase 1 - Signing & Striping Sub Total										-300.00
97	1002	Standard Compaction Earth Backfill	LF	7,328.00	169.25	7,497.25	169.25	7,666.50	0.50	84.63
97	1006	6" Sanitary Sewer	LF	4,000.00	169.00	4,169.00	169.00	4,338.00	12.50	2,112.50
97	1008	8" Sanitary Sewer	LF	3,328.00	0.25	3,328.25	0.25	3,328.50	17.50	4.38
97	3995	Silt Fence - Standard, Preassembled	LF	1,600.00	-1,600.00	0.00	-1,600.00	-1,600.00	1.50	-2,400.00
97	10937	Extra Item-1612-Relocate Stockpiles	LS	0.00	1.00	1.00	1.00	2.00	2,135.73	2,135.73
Phase 2 - Sanitary Sewer Sub Total										1,937.24
98	1002	Standard Compaction Earth Backfill	LF	7,765.00	49.75	7,814.75	49.75	7,864.50	0.50	24.88
98	2006	6" Water Main	LF	115.00	7.50	122.50	7.50	130.00	16.00	120.00
98	2008	8" Water Main	LF	3,550.00	-0.75	3,549.25	-0.75	3,548.50	16.50	-12.38
98	2041	1" Cu	LF	4,100.00	43.00	4,143.00	43.00	4,186.00	12.00	516.00
98	2250	Mechanical Joint Fittings	LB	6,025.00	-960.00	5,065.00	-960.00	4,105.00	1.00	-960.00
98	2361	Connect Water Service	EA	79.00	-3.00	76.00	-3.00	73.00	240.00	-720.00
Phase 2 - Water Main Sub Total										-1,031.50
99	1002	Standard Compaction Earth Backfill	LF	3,074.00	-219.00	2,855.00	-219.00	2,636.00	0.50	-109.50
99	3000	12" RCP Storm Sewer	LF	346.00	-197.00	149.00	-197.00	-48.00	20.00	-3,940.00
99	3016	15" RCP Storm Sewer	LF	797.00	-20.50	776.50	-20.50	756.00	22.00	-451.00
99	3020	18" RCP Storm Sewer	LF	160.00	-1.00	159.00	-1.00	158.00	24.00	-24.00
99	3021	21" RCP Storm Sewer	LF	281.00	-1.00	280.00	-1.00	279.00	28.00	-28.00
99	3100	12" Storm Sewer w/Gravel Backfill	LF	29.00	167.65	196.65	167.65	364.30	27.00	4,528.55
99	3751	Seeding with Mulch	ACRE	4.00	-1.52	2.48	-1.52	0.96	800.00	-1,216.00
Phase 2 - Storm Sewer Sub Total										-1,241.95
100	1002	Standard Compaction Earth Backfill	LF	1,291.00	-90.00	1,201.00	-90.00	1,111.00	1.00	-90.00
100	1008	8" Sanitary Sewer	LF	40.00	-40.00	0.00	-40.00	-40.00	30.00	-1,200.00
100	1021	21" Sanitary Sewer	LF	874.00	-1.00	873.00	-1.00	872.00	55.00	-55.00
100	1024	24" Sanitary Sewer	LF	326.00	2.00	328.00	2.00	330.00	70.00	140.00
100	1091	8" Sanitary Sewer w/Gravel Backfill	LF	100.00	41.00	141.00	41.00	182.00	100.00	4,100.00
100	3995	Silt Fence - Standard, Preassembled	LF	800.00	-800.00	0.00	-800.00	-800.00	1.50	-1,200.00
Phase 3 - Sanitary Sewer Sub Total										1,695.00
101	1002	Standard Compaction Earth Backfill	LF	1,296.00	-72.00	1,224.00	-72.00	1,152.00	0.50	-36.00
101	2006	6" Water Main	LF	18.00	2.50	20.50	2.50	23.00	16.00	40.00
101	2008	8" Water Main	LF	5.00	-5.00	0.00	-5.00	-5.00	25.00	-125.00
101	2012	12" Water Main	LF	1,278.00	24.00	1,302.00	24.00	1,326.00	27.50	660.00
101	2062	12" Hydrant Extension	EA	1.00	-1.00	0.00	-1.00	-1.00	300.00	-300.00
101	2108	8" Gate Valve	EA	1.00	-1.00	0.00	-1.00	-1.00	930.00	-930.00

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5702
 Date Entered: 04/02/2008
 Date Printed: 04/02/2008

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	Prav C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
101	2250	Mechanical Joint Fittings	LB	3,745.00	-2,015.00	1,730.00	-2,015.00	-285.00	1.20	-2,418.00
101	2308	8" Water Main w/Gravel Backfill	LF	125.00	3.00	128.00	3.00	131.00	33.00	89.00
101	10936	Extra Item-2076-Relocate WM	EA	0.00	1.00	1.00	1.00	2.00	5,041.23	5,041.23
101	11050	Extra Item-1552-Compacted Gravel Bkfl.	CY	0.00	297.70	297.70	297.70	595.40	15.00	4,465.50
Phase 3 - Water Main Sub Total										6,496.73
102	1002	Standard Compaction Earth Backfill	LF	1,367.00	-43.50	1,323.50	-43.50	1,280.00	0.50	-21.75
102	3001	12" PVC Storm Sewer	LF	62.00	-0.25	61.75	-0.25	61.50	19.00	-4.75
102	3016	15" RCP Storm Sewer	LF	45.00	1.75	46.75	1.75	48.50	23.00	40.25
102	3054	54" RCP Storm Sewer	LF	862.00	3.00	865.00	3.00	868.00	120.00	360.00
102	3060	60" RCP Storm Sewer	LF	398.00	3.00	401.00	3.00	404.00	150.00	450.00
102	3100	12" Storm Sewer w/Gravel Backfill	LF	164.00	-1.50	162.50	-1.50	161.00	27.00	-40.50
102	3751	Seeding with Mulch	ACRE	1.00	1.63	2.63	1.63	4.26	800.00	1,304.00
102	3898	Inlet Protection Type A2	EA	5.00	-4.00	1.00	-4.00	-3.00	140.00	-560.00
102	11021	Extra Item-6012-Site Restoration	LS	0.00	1.00	1.00	1.00	2.00	7,654.00	7,654.00
Phase 3 - Storm Sewer Sub Total										9,181.25
Total:										22,673.90

Source of Funding: Special Assessments
 Net Amount Change Order 1: \$22,673.90
 Previous Change Orders: \$0.00
 Original Contract Amount: \$1,782,751.80
 Total Contract Amount: \$1,805,425.70

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

APPROVED:


 For Contractor

Vice President

Title

APPROVED:


 City of Fargo Engineer

Mayor

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

May 14, 2008

u1

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5713

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 14, 2008, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. 5713, located at 4th Avenue North/University Drive – 16th Street North & 14th & 15th Street North from 3rd – 5th Avenue North.

The bids were as follows:

Master Construction	\$1,303,248.65
Specialized Contracting	\$1,394,499.08
Northern Improvement Co.	\$1,398,090.06
Border States Paving, Inc.	\$1,405,079.00
Aggregate Industries	\$1,469,398.10
Dakota Underground	\$1,607,684.66
Engineer's Estimate	\$1,267,246.65

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction, in the amount of \$1,303,248.65 as the lowest and best bid.

Sincerely,

Mark H. Bittner
City Engineer

MHB/pan

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations



May 14, 2008

UJ

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5775

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 14, 2008, for Sanitary Sewer, Water Main, Storm Sewer and Incidentals, Improvement District No. 5775, located at Maple Valley Drive South from 63rd Avenue South to Autumn Drive South; Autumn Drive South from 58 Ct South to Maple Valley Drive South.

The bids were as follows:

United Crane & Excavation, Inc.	\$587,585.03
Ryan Contracting	\$610,804.80
Dakota Underground	\$678,349.50
Rising Sun Construction, Inc.	\$780,487.00
Master Construction Co., Inc.	\$853,884.40
Engineer's Estimate	\$600,000.00

The special assessment escrow is in order.

This office recommends award of the contract to United Crane & Excavation, Inc., in the amount of \$587,585.03 as the lowest and best bid.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/pan



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

May 14, 2008

U3

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5781

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 14, 2008, for Water Main Replacement and Incidentals, Improvement District No. 5781, located at Woodland Drive North & Plumtree Road North.

The bids were as follows:

Shermans, LLC	\$353,747.99
Earth Developers	\$375,261.50
Border States Paving, Inc.	\$397,654.45
Rising Sun Construction, Inc.	\$398,853.30
Master Construction Co., Inc.	\$412,354.70
George E. Haggart, Inc.	\$424,346.08
Engineer's Estimate	\$392,162.00

The special assessment escrow is not required.

This office recommends award of the contract to Shermans, LLC, in the amount of \$353,747.99 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



May 14, 2008

UTP

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5782

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 14, 2008, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. 5782, located at 10th Avenue South, University Drive to 17th Street; 14th and 15th Street South, 9th to 11th Avenue; and 16th Street South, 9th to 10th Avenue.

The bids were as follows:

Master Construction Co., Inc.	\$1,466,140.30
Northern Improvement Co.	\$1,506,790.27
Border States Paving, Inc.	\$1,542,936.78
Ernst Trenching, Inc.	\$1,569,499.50
Central Specialties, Inc.	\$1,579,880.51
Dakota Underground	\$1,590,085.95
Specialized Contracting	\$1,906,867.26
Engineer's Estimate	\$1,469,500.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc., in the amount of \$1,466,140.30 as the lowest and best bid.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/jmg



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

45

May 14, 2008

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Moore Engineering Bid Award Concurrence
Storm Sewer, Sanitary Forcemain, Street Reconstruction & Incidentals
Improvement District No. 5824

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 14, 2008, for Sanitary Sewer, Water Main, Storm Sewer & Incidentals, Improvement District No. 5824, Drain 40 Improvements (south of 2nd Avenue South to 300' of 5th Avenue South).

The bids were as follows:

Landwehr Construction, Inc.	\$1,319,326.31
Master Construction Co., Inc.	\$2,598,966.83
Dakota Underground Company	\$1,558,271.50
Engineer's Estimate	\$1,350,725.00

The special assessment escrow is not required.

This office recommends concurrence in the Moore Engineering bid award to Landwehr Construction, Inc. in the amount of \$1,319,326.31 as the lowest and best bid.

Sincerely,

Mark H. Bittner
City Engineer

MHB/pan
Attachment

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations





moore engineering, inc.

Consulting Engineering • Land Surveying

925 10th Avenue East • West Fargo, North Dakota 58078
Phone: 701-282-4692 • Fax: 701-282-4530

May 14, 2008

Board of Commissioners
200 N 3rd St
Fargo ND 58102

Re: Improvement District No. 5824
Storm Sewer, Sanitary Forcemain, Street Reconstruction and Incidentals
Fargo, ND

Dear Commissioners:

Attached is the bid tab for your review of the above referenced project.

I hereby recommend award of contract to Landwehr Construction, Inc. for their bid of \$1,319,326.31 received on May 14, 2008.

Our engineer's estimate was \$1,350,725.00.

Sincerely,

MOORE ENGINEERING INC.

Brock M. Storrusten, PE
Project Engineer

BMS/vls
14133-1/recomm.doc

ENGINEER'S STATEMENT OF ESTIMATED COST

Storm Sewer, Sanitary Force Main, Street Reconstruction & Incidentals

IMPROVEMENT DISTRICT NO. 5824

Drain 40 Improvements (South of 2nd Avenue SW to 300' north of 5th Ave SW)

Total Costs

Total Construction:		\$1,319,326.31
City Engineering & Administration:	10%	131,932.63
Legal, Advertising, Miscellaneous:	7%	92,352.84
Contingencies:	10%	131,932.63
Interest:	8%	105,546.10
Estimated Outside Engineering:	11%	<u>145,125.89</u>
Total Estimated Costs:		\$1,926,216.40

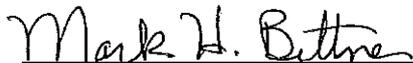
Less Sewer Utility Funding

Total Construction:		\$ 197,797.04
City Engineering & Administration:	10%	19,779.70
Legal, Advertising, Miscellaneous:	7%	13,845.79
Contingencies:	10%	19,779.70
Interest:	8%	15,823.76
Estimated Outside Engineering:	11%	<u>21,757.67</u>
Total Estimated Costs:		\$ 288,783.66

TOTAL ESTIMATED ASSESSED COSTS: \$1,637,432.74

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 5/15/08



Mark H. Bittner
City Engineer



Storm Sewer, Sanitary Force Main, Street Reconstruction and Incidentals
 Improvement District #5824
 Fargo ND
 Bid Opening: May 15, 2008

Landwehr Construction, Inc.
 846 S 33rd St
 St Cloud MN 56301

Master Construction Co., Inc.
 1572 45th St N
 Fargo ND 58102

Dakota Underground Company
 4001 15th Ave NW
 Fargo ND 58102

Storm Sewer, Sanitary Force Main, Street Reconstruction & Incidentals	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
3519 96" X 48" Tee Manhole	5.00	EA	3,696.11	\$18,480.55	6,000.00	\$30,000.00	\$5,200.00	\$26,000.00
3866 30" Flap Gate	1.00	EA	3,628.63	\$3,628.63	3,700.00	\$3,700.00	\$5,600.00	\$5,600.00
3883 Flap Gate - Remove	1.00	EA	84.76	\$84.76	300.00	\$300.00	\$500.00	\$500.00
3896 Inlet Protection Device	7.00	EA	140.00	\$980.00	115.00	\$805.00	\$150.00	\$1,050.00
3897 Temporary Construction Entrance	1.00	EA	1,117.66	\$1,117.66	1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
3981 Stormwater Management	1.00	LS	3,390.27	\$3,390.27	4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
3987 Silt Fence - Heavy Duty	650.00	LF	2.80	\$1,820.00	2.25	\$1,462.50	\$3.00	\$1,950.00
3998 Fiber Rolls	800.00	LF	5.60	\$4,480.00	2.50	\$2,000.00	\$4.00	\$3,200.00
4000 Excavation	29,500.00	CY	2.65	\$78,175.00	4.00	\$118,000.00	\$3.80	\$112,100.00
4001 Strip Topsoil (6")	2,250.00	CY	1.66	\$3,735.00	6.00	\$13,500.00	\$3.35	\$7,537.50
4005 Strip & Respread Topsoil (6")	2,000.00	CY	4.41	\$8,820.00	6.00	\$12,000.00	\$2.90	\$5,800.00
4050 Geotextile Filter Fabric	900.00	SY	1.68	\$1,512.00	30.00	\$27,000.00	\$2.50	\$2,250.00
4056 Remove & Replace Gravel Base	150.00	CY	9.50	\$1,425.00	10.00	\$1,500.00	\$12.00	\$1,800.00
4142 7" RC Channel Liner	450.00	SY	81.76	\$35,156.80	65.00	\$27,950.00	\$75.00	\$32,250.00
4612 Erosion Control	630.00	SY	2.24	\$1,411.20	2.20	\$1,386.00	\$2.50	\$1,575.00
Storm Sewer Improvements Sub Total:				\$843,759.78		\$1,103,463.50		\$1,111,662.50

Roadway Improvements - 45th Street	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
3876 Inlet Protection Type C	1.00	EA	\$112.00	\$112.00	\$115.00	\$115.00	\$200.00	\$200.00
4000 Excavation	175.00	CY	\$10.35	\$1,811.25	\$6.00	\$1,050.00	\$9.00	\$1,575.00
4005 Strip & Respread Topsoil (6")	90.00	CY	\$8.27	\$744.30	\$6.00	\$540.00	\$5.00	\$450.00
4010 Subgrade Preparation	1,080.00	SY	\$2.07	\$2,235.60	\$2.00	\$2,160.00	\$2.00	\$2,160.00
4050 Geotextile Filter Fabric	1,080.00	SY	\$1.68	\$1,814.40	\$1.00	\$1,080.00	\$3.00	\$3,240.00
4066 Gravel Base (Class 5) - 8"	280.00	CY	\$41.44	\$11,603.20	\$25.00	\$7,000.00	\$30.00	\$8,400.00
4114 8" Reinforced PC Concrete Pavement	750.00	SY	\$63.84	\$47,880.00	\$48.00	\$36,000.00	\$60.00	\$45,000.00
4104 Concrete Curb & Gutter (Type II)	555.00	LF	\$19.88	\$11,033.40	\$18.00	\$9,990.00	\$16.00	\$8,880.00
4136 4" RC Sidewalk	150.00	SY	\$54.88	\$8,780.80	\$38.00	\$6,080.00	\$37.00	\$5,920.00
4142 4" RC Impressed Concrete	60.00	SY	\$109.20	\$6,552.00	\$55.00	\$3,300.00	\$55.00	\$3,300.00
4310 Remove Curb and Gutter	372.00	LF	\$6.16	\$2,291.52	\$5.00	\$1,860.00	\$3.00	\$1,116.00

01

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:

Sanitary Sewer, Water Main & Incidentals

Improvement District No. 5774

Call For Bids May 19, 2008

Bid Opening Date June 11, 2008

Completion Date August 22, 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 Cody M. Eilertson

Phone No. 241-8562

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
- 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. 5774

Type: Sanitary Sewer Installation

Location: 53rd Avenue South/53rd to 57th Street South

Date of Hearing: 01/08/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/19/08</u>
PWPEC File	<u>X</u>
Project File	<u>Cody Eilertson</u>
Petitioners	<u></u>
David W. Johnson	<u>X</u>

As requested by Fire Chief Bruce Hoover, the City will order installation of water main into Austin's Subdivision along 53rd Avenue South for fire protection purposes for existing buildings. Since the area currently does not have a central sanitary sewer system, Mark Bittner asked for PWPEC recommendations on the following:

1. Should sanitary sewer be installed at the same time as water mains?
2. The current buildings have some type of on-site sanitary sewer system. If sanitary sewer mains are in place, City ordinance will require all new building construction to connect to the sewer. Those buildings in place prior to annexation will be required to connect to the sewer on occurrence of any of the following events:
 - a) Upon change of ownership or occupancy, compliance shall be required within 90 days thereof.
 - b) With respect to property utilizing a septic system, compliance shall be required within 90 days of any failure of the septic system. A failure shall include, but not be limited to, surfacing of sewage effluent, collapse for structural failure of the septic tank, contamination of wells or surface waters by the septic system, or any other circumstance or situation which, in the opinion of the City Health officer, is harmful to the public health and welfare.
 - c) All property shall be required to be brought into compliance with this section not later than 15 years after the date of annexation.

Since sewer connection is not immediately required, should those electing to continue to use existing on-site sewer systems be required to pay special assessments on the new sewer.

On a motion by Pat Zavoral, seconded by Bruce Grubb, the Committee voted to recommend the following:

1. Survey property owners to determine interest in sanitary sewer installation.
2. Offer special assessment deferrals for sanitary sewer costs for those properties with functional on-site sewer systems. Deferral shall terminate at the time of sewer connection with connection required as specified by ordinance. Maximum deferral shall be 15 years with deferral interest costs added to specials at the time of connection.

RECOMMENDED MOTION

Approve special assessment deferral agreements for sewer service connections for District 5774 on 53rd Avenue South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 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
	N/A
	N/A
	N/A

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		
X	X		
X	X		
X	X		

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

ENGINEER'S REPORT
SANITARY SEWER, WATER MAIN
& INCIDENTALS
IMPROVEMENT DISTRICT NO. 5774

Nature & Scope

This project is for the installation of sanitary sewer and water main at the location described as follows:

On 53rd Avenue South from 52nd Avenue South to 57th Street South.

Purpose

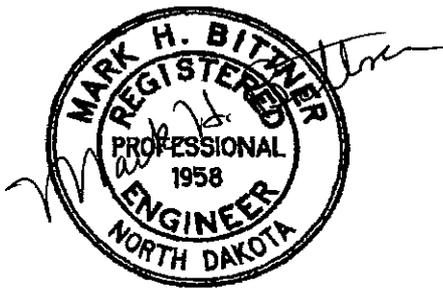
The Fargo Fire Department has requested that watermain be installed for fire protection purposes on 53rd Avenue South from 52nd Avenue to 57th Street. Affected property owners have expressed interest in including sanitary sewer with the project.

Feasibility

The entire cost of the project will be assessed as follows:

Estimated Construction Cost:	\$ 230,000
Plus 32% Engineering & Administration Fees:	<u>73,600</u>
Total Estimated Assessed Cost:	\$ 303,600

We believe this project to be cost effective.



Mark H. Bittner
Mark H. Bittner
City Engineer

May 2008

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5774

LOCATION:

On 53rd Avenue South from 52nd Avenue South to 57th Street South.

COMPRISING:

Lots 2 through 8, inclusive, Block 1.
Lots 1 through 5, inclusive, Block 2.
All in Austin's Subdivision.

Lots 1 through 4, inclusive, Block 1,
Dakota Plaza Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

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COVER SHEET
CITY OF FARGO PROJECTS

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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. 5776

Call For Bids May 19, 2008

Bid Opening Date June 25, 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 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

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. 5775

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	4/21/08
PWPEC File	X
Project File	Mark Miller
Petitioners	Michael Domitrovich, Denise & Duane Mischel
David W. Johnson	X

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:

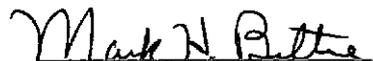
Recommended source of funding for project: 100% Special Assessment

	<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>		<u>Norm Scott</u>
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>		

TEST:


 Mark H. Bittner
 City Engineer

ENGINEER'S REPORT
CONCRETE CURB & GUTTER,
ASPHALT PAVEMENT, STREET LIGHTS,
SIDEWALKS & INCIDENTALS
IMPROVEMENT DISTRICT NO. 5776

Nature & Scope

This project is for the construction of asphalt pavement street lights, to serve the second phase of development within Maple Valley Addition. The frontage road bordering the west side of the development will also be paved.

Purpose

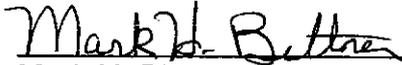
This project will accompany the underground project as the next step in the development of Maple Valley Addition, as requested by the property owner.

Feasibility

The entire costs of the project will be assessed as follows:

Estimated Construction Cost:	\$1,356,000
Plus 32% Engineering & Administration Fees:	<u>433,920</u>
Total Estimated Assessed Cost:	\$1,789,920

We believe this project to be cost effective.


Mark H. Bittner
City Engineer

May 2008

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

CONCRETE CURB & GUTTER,
ASPHALT PAVEMENT, STREET LIGHTS,
SIDEWALKS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5776

LOCATION:

On 33rd Street South from 63rd Avenue South to 64th Avenue South.

On 36th Street South starting from the quarter section line to 63rd Avenue South.

On 63rd Avenue South from 33rd Street South to 36th Street South.

Maple Valley Drive South from 63rd Street South to Autumn Drive South the second time.

Autumn Drive South from existing and continuing to Maple Valley Drive South.

COMPRISING:

Lots 1 through 71, inclusive, Block 1.

Lots 1 through 10, inclusive, Block 2.

Lots 1 through 22, inclusive, Block 3.

Lots 1 through 19, inclusive, Block 4.

Lots 1 through 40, inclusive, Block 5.

Lots 1 through 38, inclusive, Block 6.

Lots 1 through 3, inclusive, Block 7.

Lots 1 through 85, inclusive, Block 8.

Lots 1 through 7, inclusive, Block 9.

All are platted in Maple Valley Addition.

All un-platted land located in the southwest corner of Section 2, Township 138N, Range 49W.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

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COVER SHEET
CITY OF FARGO PROJECTS

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Exact, full name of Improvement District t as it will appear in the Contract:

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. 5787

Call For Bids	<u>May 19</u>	, <u>2008</u>
Advertise	<u>May 26 and June 2</u>	, <u>2008</u>
Bid Opening Date	<u>June 25</u>	, <u>2008</u>
Completion Date	<u>October 20</u>	, <u>2008</u>

- N/A PWPEC Report (Attach Copy) **Part of 2008 CIP**
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Ray Giesinger

Phone No. 241-1551

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
 WATER MAIN REPLACEMENT, STREET
 RECONSTRUCTION & INCIDENTALS
 IMPROVEMENT DISTRICT NO. 5787

Nature & Scope

This project is for the replacement of water main on 21st Street South from 9th Avenue to 13th Avenue South, on 18th and 20th Street South from 13th Avenue South going north to dead end, on 19th Street South from 11th to 13th Avenue South and on 12th Avenue from 19th to 21st Street South.

This project was approved by the Fargo City Commission under the 2008 Capital Improvements Program (CIP) which includes water main replacements, street rehabilitation and street lights.

Purpose

The existing water mains are cast iron, which were installed 53 and 56 years ago, and have a record of numerous breaks. Replacement of the water main with DR-18 PVC pipe will correct the situation.

The street reconstruction on 21st Street from 9th Avenue to 13th Avenue and on 12th Avenue South from 19th Street to 11th Avenue South includes new curb and gutter and street section. 18th and 20th Street, from 13th Avenue South going north to dead end and 19th Street from 11th to 13th Avenue will have a cut and patch for installation of the water main. New street lights will also be installed on above streets and avenues plus 12th Avenue from 19th to 21st Street.

Feasibility

The estimated cost of construction is \$1,010,000. The cost breakout is as follows:

Watermain Replacement (includes minor storm sewer work)	\$340,000.00
Plus 25% Engineering and Admin fees	<u>85,000.00</u>
Total Estimated Watermain Replacement	\$425,000.00
\$136,320.45/Total amount to be assessed for Watermain	
\$288,679.55/Total amount from Watermain funds	
Sanitary Sewer	\$ 80,000.00
Plus 25% Engineering and Admin fees	<u>20,000.00</u>
Total amount from Sewer Utility funds	\$100,000.00
Street Reconstruction, Signing and Street Lights	\$590,000.00
Street Replacement, Signing and Street Lights (21 st St & 12 th Ave S)	\$543,000.00
Plus 25% Engineering and Admin fees	<u>135,750.00</u>
Total amount for Street Replacement	\$678,750.00
\$200,640.00/Total amount to be assessed for street replacement	
\$478,110.00/ Amount from Street Rehab funds	

Street Rehabilitation (20 th St)	\$ 22,000.00
Plus 25% Engineering and Admin fees	<u>5,500.00</u>
Total amount for Street Replacement	\$ 27,500.00
\$6,660.00/Amount assessed for Street Patching (30% of patching costs)	
\$20,840.00/Amount from Street Rehab funds	

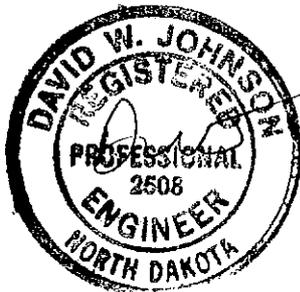
Street Lights in non-street replacement areas	\$ 25,000.00
Plus 25% Engineering and Admin fees	<u>6,200.00</u>
Total amount for Street Replacement	\$ 31,250.00
\$20,000.00/Amount assessed for Street Lights	
\$11,250.00/Amount from Street Rehabilitation funds	

Grand Total

Special Assessments	\$ 363,620.45
Water Main Replacement	\$ 288,679.55
Sewer Utility	\$ 100,000.00
Street Rehabilitation	<u>\$ 510,200.00</u>
Total	\$1,262,500.00

The cost to the property owners of residential lots will be limited to \$35/foot for water main replacement and \$60/foot for paving rehabilitation. Total front footage for the water main replacement is estimated at 3,960.87 feet. Estimated cut and patch cost is \$30/foot.

We believe this project to be cost effective.



David W. Johnson
Senior Engineer

May, 2008

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT,
STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5787

LOCATION:

On 21st Street South from 9th Avenue to 13th Avenue South.
On 18th and 20th Street South from 13th Avenue South going north to dead end.
On 19th Street South from 11th to 13th Avenue South.
On 12th Avenue from 19th to 21st Street South.

COMPRISING:

Lots 5 and 6, Block 1.
Lots 5 through 8, Block 2.
Hilleboe 1st Addition.

Lots 3 through 6, 11 through 14 and 19 and 20, Block 3.
Replat of Hilleboe 1st Addition.

Lots 16 through 26, Block 8.
Lots 7 through 16, Block 9.
Lots 15 through 26, Block 10.
Lots 1 through 13, 15 through 20 and 22 and 29, Block 11.
Hilleboe Terrace.

All of the foregoing located in the City of Fargo, 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:

P.C. Concrete Alley Paving & Incidentals

Improvement District No. 5833

Call For Bids May 19, 2008

Bid Opening Date June 25, 2008

Completion Date August 31, 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 Dave Johnson

Phone No. 241-1548

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. 5833 Type: Petition for Concrete Alley Paving

Location: Block 1, Chandler's Broadway Addition Date of Hearing: 05/13/08
 Between Broadway & 7th Street North
 From 15th to 16th Avenue North

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/19/08</u>
PWPEC File	<u>X</u>
Project File	<u></u>
Petitioners	<u>Bradley J. Aune</u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying petition for concrete alley paving in North Fargo. **The petitioners also requested that parking restrictions on the east side of 7th Street be lifted during alley construction.**

On a motion by Pat Zavoral, seconded by Jim Gilmour, the Committee voted to recommend project development according to standard City requirements.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

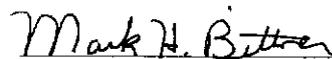
Recommended source of funding for project: 100% Special Assessment

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		<u>N/A</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>
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				
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	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:


 Mark H. Bittner
 City Engineer

ENGINEER'S REPORT
P.C. CONCRETE ALLEY PAVING & INCIDENTALS
IMPROVEMENT DISTRICT NO. 5833

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley from 15th to 16th Avenue North between Broadway and 7th Street in Block 1 of Chandler's Broadway Addition.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the property owners.

Feasibility

The estimated cost of construction is \$90,000. The project will be paid for entirely from special assessments. A breakdown of costs is as follows:

Construction Cost:	\$ 90,000
Plus 32% Engineering and Administration Fees:	<u>28,800</u>
Total Estimated Amount Assessed:	\$118,800

We believe this project to be cost effective.




Mark H. Bittner
City Engineer

May 2008

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5833

LOCATION:

From 15th to 16th Avenue North between Broadway and 7th Street, in Block 1 of Chandler's Broadway Addition.

COMPRISING:

Lots 1 through 24, inclusive, Block 1.
Chandler's Broadway Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.