

FARGO CITY COMMISSION AGENDA  
Monday, January 26, 2009 - 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 and are also included in our video archive at [www.cityoffargo.com/commission](http://www.cityoffargo.com/commission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, January 12, 2009 and Special Meeting, January 14, 2009).

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

- a. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to Base Zoning Districts, Use Regulations, Dimensional Standards, Subdivision Design and Improvements and General Development Standards.
- b. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to the International Property Maintenance Code and Inspection Fees for Activities and Services.
- c. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to Typographical Errors.
- d. Appoint David Oksendahl as a special police officer for NDSU.
- e. Contract with Sundog to update the City's Web site.
- f. Pledged securities as of December 31, 2008.
- g. Agreement with Fargo Senior Services for Job Access Reverse Community (JARC) grant.
- h. Addendum 1 to the agreement with Parking Services for an additional \$5,000 in compensation for unforeseen snow hauling costs.
- i. Purchase of Service Agreement with the North Dakota Department of Health in the amount of \$14,800 to direct Tuberculosis screening activities (CFDA #93.116).
- j. Purchase of Service Agreement with the North Dakota Department of Health for an HIV counseling, testing and referral program (CFDA # 93.943).
- k. Health Department budget adjustment in the amount of \$1,600 and contract with the North Dakota Department of Health to support the Moving More, Eating Smarter community program (CFDA 93.991).
- l. Change Order No. 1 for an increase of \$141,153.18 for interior office and library furnishings for the Main Library.

Change Order No. 2 for an increase of \$8,013.16 for interior office and library furnishings for the Main Library.

- n. Applications for property tax exemptions for improvements made to buildings:
  - (1) JPR Investments, LLC #16, 4402 2nd Avenue South (3 year).
  - (2) Stacy Miller, 812 11th Street North (5 year).
  - (3) William and Ann Perrizo, 1341 5th Avenue South (5 year).
  - (4) Charles and Jacqueline Hewitt, 2702 Maple Street (5 year).
  - (5) Vernon and Peggy Spitzer, 1634 11th Street North (5 year).
  - (6) Courtyard at Highpoint, LLP, 1310 Broadway (5 year).
  - (7) Sharon Drewlo, 2405 Evergreen Road North (5 year).
  - (8) Donald Kounovsky, 221 11th Avenue North.
  - (9) Igor and Kristin Svidersky, 606 University Drive South.
- o. Amended Site Authorization for Spartan Boosters, Inc. at the UPC, Fargo North Gym, Coliseum and athletic fields from 8/22/08 to 3/14/09.
- p. Amended Site Authorization for Red River Human Services Foundation at the Northern from 1/26/09 to 6/30/09.
- q. Applications for Games of Chance:
  - (1) Centennial PTA for bingo on 1/30/09.
  - (2) Francis J. Beaton, Chapter 1, Disabled American Veterans for a raffle on 5/28/09.
- r. Second Addendum to Memorandum of Understanding with Fargo Public Schools to use City of Fargo fueling facility.
- s. Quote from Industrial Builders, Inc. in the amount of \$466.45 per hour to perform a waste excavation pilot project at the old landfill.
- t. Contracts for Project Development and Preliminary Engineering/Design services for the potential Federal Stimulus Package funding with the following: Ulteig Engineers, Inc. for Project No. 5202-1; Houston Engineering for Project No. 5574; Kadrmas, Lee and Jackson, Inc. for Project No. 5701; Kadrmas, Lee and Jackson, Inc. for Project No. 5881; SRF Consulting Group, Inc. for Project No. 5884; SRF Consulting Group, Inc. for Project No. 5885.
- u. Priority List of Transportation Enhancement Projects for potential Federal Stimulus funding through NDDOT.
- v. Contract with Ulteig Engineers, Inc. for University Drive South Corridor Study (Project No. 5840).
- w. Project Concept Report for 45th Street improvements (Project No. 5574).
- x. Cooperative Agreement with the U.S. Fish and Wildlife Service to increase funding by \$40,000 for the Christine and Hickson dam projects.
- y. Change Orders for the following Projects:
  - (1) No. 1 for an increase of \$36,538.25 for No. 5693.
  - (2) No. 1 for an increase of \$395.32 for No. 5814.
  - (3) Nos. 1 through 5 for an increase of \$87,072.33 for No. 5523.
  - (4) No. 1, No. 2 and unit price overruns in the total amount of \$17,455.07 for No. 5739.

- aa. Create Improvement District No. 5855.

\* \* \* Regular Agenda \* \* \*

1. "Cans for Cash Challenge" checks will be presented to Angels of Courage Retreats and Roger Maris Cancer Center.
2. Recommendation to appoint Michael Burns to the Historic Preservation Board.
3. Legislative discussion.

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](http://www.cityoffargo.com/commission)



Office of the City Attorney

January 22, 2009

*City Attorney*  
**Erik R. Johnson**  
*Assistant City Attorney*  
**Robert L. "Butch" McConn, Jr.**

*City Prosecutors*  
**Gordon A. Dexheimer**  
**Scott O. Diamond**

City Commission  
City Hall  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

At the city commission meeting of January 12, 2009, an Ordinance Enacting Section 20-0216 and amending other sections of the Fargo Municipal Code (Land Development Code) was received and filed. There have been two minor changes to this ordinance on page 3, B.3 and Table 20-0501 on page 20 regarding minimum lot size. These two minor revisions are highlighted in the two enclosed pages. The ordinance, as revised, is enclosed for your consideration and approval.

**SUGGESTED MOTION:** I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Enacting Section 20-0216 and Amending Sections 20-0202, 20-0401, 20-0402.N, 20-0402.S, 20-0403.B, 20-0403.D, 20-0501, 20-0504.D, 20-0609.A, 20-0611.G, 20-0611.I, 20-0611.J, 20-0701.A.3, 20-0702.A, 20-0705.C.3 and 4, 20-0705.D.3 and 20-0910.A of Chapter 20 of the Fargo Municipal Code (Land Development Code) Relating to Base Zoning Districts, Use Regulations, Dimensional Standards, Subdivision Design and Improvements and General Development Standards.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ".

Erik R. Johnson

ERJ/jmf  
Enclosure

**B. Uses**

1. Uses allowed in the UMU district must be in accordance with the Use Table of Sec. 20-0401.
2. The minimum dwelling unit per acre density as required in Sec. 20-0501 must be met on all lots in the UMU District, except for a commercial parking use.
3. All non-residential uses except the use of commercial parking shall be limited to the ground floor and second floor of a building.

**C. Dimensional Standards**

Development within the UMU district is subject to the dimensional standards of Article 20-05.

**D. Design Standards**

**1. General**

**a. Intent**

The UMU Design Standards are intended to create and maintain a general visual quality and appearance that will be appealing to people who live and work in the UMU district, enhancing the residential character while respecting the institutional presence. The regulations are also intended to stimulate and protect investment in the UMU district through the establishment of high quality standards with respect to materials, details, and appearance.

**b. Applicability**

The UMU Design Standards of this subsection D apply throughout the UMU district.

**c. Review Procedure**

Review for compliance with the Design Standards of this subsection shall be carried out in accordance with the Site Plan Review Procedures of Sec. 20-0910.

**2. Demolition**

The standards of this subsection apply in the event of building and site demolition.

### §20-0501 Residential District Standards

The dimensional standards of Table 20-0501 apply to all development in MR-3 and more restrictive zoning districts.

**Table 20-0501**

Dimensional Standard	Zoning District										UMU
	AG	SR-0	SR-1	SR-2	SR-3	SR-4	SR-5 <sup>[9]</sup>	MR-1	MR-2	MR-3	
<b>Maximum/Minimum Density</b> (UPA - Units per Acre)	0.1 <u>Max.</u>	1.0 <u>Max.</u>	2.9 <u>Max.</u>	5.4 <u>Max.</u>	8.7 <u>Max.</u>	12.1 <u>Max.</u>	14.5 <u>Max.</u>	16.0 <u>Max.</u>	20.0 <u>Max.</u>	24.0 <sup>[1]</sup> <u>Max.</u>	<u>18.0</u> <u>Min.</u>
<b>Minimum Lot Size</b>											
Area (Sq. Ft.)	10 Ac	1 Ac <sup>[2]</sup>	15,000	8,000	5,000	3,600	3,000	5,000	5,000	5,000	5,000 <u>2,420</u>
Width (Ft.)	200	120	80	60	50 <sup>[3]</sup>	34 <sup>[3]</sup>	25	50 <sup>[3]</sup>	50 <sup>[3]</sup>	50 <sup>[3]</sup>	50 <sup>[3]</sup>
<b>Minimum Setbacks (Ft.)</b>											
Front	50 <sup>[4]</sup>	50	35	30	20	15 <sup>[5]</sup>	15 <sup>[5]</sup>	25	25	25	10
Interior Side <sup>[6]</sup>	25	25	15%/15	10%/10	10%/10	4	4	15%/25	15%/25	10	5
Street Side	25 <sup>[7]</sup>	25	17.5	15	12.5	10	10	12.5	12.5	12.5	10
Rear	50	50	25	25	15	15	15	20	20	20	15
<b>Max. Building Coverage</b> (Pct. of Lot)	NA	25	25	30	35	45	50	35 <sup>[8]</sup>	35 <sup>[8]</sup>	35 <sup>[8]</sup>	75
<b>Minimum Open Space</b> (Pct. of Lot)	NA	NA	NA	NA	NA	NA	NA	35	35	35	NA
<b>Maximum Height</b> (Ft.)	35	35	35	35	35	35	35	35	45	60	60

Source: 2985 (1999), 3062 (1999), 4039 (2000), 4165 (2001), 4338(2003).

- [1] Higher densities may be allowed in accordance with the Bonus Density provisions of Sec. 20-0505.
- [2] SR-0 minimum district size is 20 acres. See Sec.20-0203-A.
- [3] Minimum lot width subject to limitation of access as provided in Sec.20-0702.
- [4] Minimum 100 feet from right-of-way on Arterial or section line road.
- [5] Minimum 20-foot setback shall be provided between front-entry garages and nearest edge of sidewalk crossing plate.
- [6] #/# = Percent of Lot Width/Feet (whichever is less).
- [7] Minimum 75 feet from right-of-way on Arterial or section line road.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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AN ORDINANCE ENACTING SECTION 20-0216 AND AMENDING SECTIONS 20-0202, 20-0401, 20-0402.N, 20-0402.S, 20-0403.B, 20-0403.D, 20-0501, 20-0504.D, 20-0609.A, 20-0611.G, 20-0611.I, 20-0611.J, 20-0701.A.3, 20-0702.A, 20-0705.C.3 and 4, 20-0705.D.3 and 20-0910.A OF CHAPTER 20 OF THE FARGO MUNICIPAL CODE (LAND DEVELOPMENT CODE) RELATING TO BASE ZONING DISTRICTS, USE REGULATIONS, DIMENSIONAL STANDARDS, SUBDIVISION DESIGN AND IMPROVEMENTS AND GENERAL DEVELOPMENT STANDARDS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Section 20-0216 of Article 20-02 of Chapter 20 (Land Development Code) is hereby enacted to read as follows:

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ORDINANCE NO. \_\_\_\_\_

1  
2 **20-0216 UMU, University Mixed-Use District**

3 **A. Description:**

- 4 1. The UMU district is intended to provide for the location and grouping of  
5 compatible uses. The appropriate location for this district will meet three factors.  
6 1) The location will be in close proximity to a university or campus setting. The  
7 term campus includes large medical or business settings. 2) The location will  
8 have access to public transportation routes and alternative transportation  
9 corridors. 3) The location will be in a setting where the neighborhood is in  
10 transition from owner-occupied housing to rental housing or where blighted  
11 conditions are present.
- 12 2. The objective of the zoning district is to encourage high-quality, durable, and  
13 long-lasting investments in order to enhance the quality of life and discourage  
14 blight. To achieve this objective, the University Mixed-Use zoning district  
15 allows higher overall residential density and limited commercial uses while  
16 incorporating design standards to achieve quality housing. Development is  
17 intended to be pedestrian oriented and neighborhood friendly. Use of pedestrian  
18 scale components will be incorporated into architectural details, attractive  
19 streetscapes and safe traffic movements. The intent of the district is to promote  
20 high quality mixed-use development in certain neighborhoods, while preserving  
21 the single-family owner occupied housing within the neighborhood.
- 22 3. A zoning map amendment to a UMU, University Mixed-Use, District may not be  
23 applied to the easterly portion of the Roosevelt Neighborhood until an amendment  
of the Roosevelt Neighborhood Plan has been approved by the Fargo Board of  
City Commissioners. For purposes of this subparagraph, the Roosevelt  
Neighborhood Plan is the plan approved by the Fargo Board of City  
Commissioners by Resolution enacted and approved September 13, 2004 and the  
easterly portion of the Roosevelt Neighborhood is that part of the Roosevelt  
Neighborhood described in said Plan lying east of the easterly boundary of  
Johnson Park, and the extension to the north and south of said easterly boundary.

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**B. Uses**

1. Uses allowed in the UMU district must be in accordance with the Use Table of Sec. 20-0401.
2. The minimum dwelling unit per acre density as required in Sec. 20-0501 must be met on all lots in the UMU District, except for a commercial parking use.
3. All non-residential uses except the use of commercial parking shall be limited to the ground floor and second floor of a building.

**C. Dimensional Standards**

Development within the UMU district is subject to the dimensional standards of Article 20-05.

**D. Design Standards**

**1. General**

**a. Intent**

The UMU Design Standards are intended to create and maintain a general visual quality and appearance that will be appealing to people who live and work in the UMU district, enhancing the residential character while respecting the institutional presence. The regulations are also intended to stimulate and protect investment in the UMU district through the establishment of high quality standards with respect to materials, details, and appearance.

**b. Applicability**

The UMU Design Standards of this subsection D apply throughout the UMU district.

**c. Review Procedure**

Review for compliance with the Design Standards of this subsection shall be carried out in accordance with the Site Plan Review Procedures of Sec. 20-0910.

**2. Demolition**

The standards of this subsection apply in the event of building and site demolition.

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1  
2 **a. Vacant Lots**

3 Any lots left vacant after demolition must be paved or landscaped to ensure a  
4 dust-free surface. The paving or landscaping shall be in place within 30 days  
5 of the date of demolition, unless a longer time period is approved at the time  
6 of approval of the demolition plans. Once installed, the landscaping or  
7 paving shall be continuously maintained in serviceable condition. Prior to  
8 approval of the demolition plans the applicant shall provide a letter of credit,  
9 a paid-in-full receipt from a contractor, a performance bond or escrow  
10 deposit adequate to ensure that the proposed landscaping or paving will be  
11 completed. The security provided must be in an amount equal to at least 100  
12 percent of the estimated total cost of labor and materials. The City shall be  
13 authorized to use such financial guarantee to complete the work if the  
14 required paving or landscaping is not in place by the date stated on the  
15 approved performance guarantee form. Landscaping or paving required by  
16 this subsection must be maintained in serviceable condition.

17 **b. Maintenance**

18 Any lots left vacant after demolition shall be regularly maintained and kept  
19 free of debris and litter.

20 **3. Building Siting and Design**

21 The standards of this subsection apply to all development. The following design  
22 standards apply to all buildings in the UMU district. These standards are  
23 intended to promote an attractive and long-lasting investment.

24 **a. Building Orientation**

- 25 (1) At least one primary building entry shall face a public street.  
26 (2) The building shall be designed to have all exterior walls with equal design  
27 consideration, to include materials, color, articulation and general aesthetics  
28 for the purpose of access and appreciation by the general public.  
29 (3) Building elevations that face a public street shall have at least 15 percent of  
30 the wall facing the street consist of windows or entrance areas.

31 **b. Materials**

- 32 (1) All walls shall be finished with architectural materials such as brick, glass,  
33 stone, ceramic, stucco, precast panels, exterior insulation finish systems (e.g.  
34 dryvit), fiber cement siding, or curtain walls. Building elevation materials  
35 shall be commercial grade, durable, and have a multi-generational life span.

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- 1       (2) The following materials may not be used other than for purposes of providing  
2       accent: insulated metal panels; seamless metal siding; wood-based materials;  
3       asphalt; and decorated concrete block. When these materials are used, the  
4       materials must be of commercial grade.  
5       (3) The use of architectural metal panels and wood panels for enclosure of  
6       mechanical equipment shall be permitted.  
7       (4) Mirrored glass or one-way glass with a reflectance of greater than 40 percent  
8       shall be prohibited from covering more than 40 percent of exterior walls.  
9       (5) When the UMU development is a detached single-family or duplex residential  
10       use, residential structure exterior materials that are commonly used in  
11       residential developments (e.g. residential grade vinyl siding, composite brick,  
12       residential grade steel siding) may be used upon approval of the Zoning  
13       Administrator.

14       **c. Ground-Floor Transparency**

15       At least 25 percent of the ground-floor façade of buildings along public  
16       streets must be comprised of windows, doors and other transparent elements  
17       (e.g. glass block). Calculations shall be based on the total square feet of the  
18       elevation of the ground floor. Existing buildings along sidewalks to which  
19       interior renovations or structural improvements are proposed shall be  
20       excluded from this requirement; however, in no case shall the existing  
21       transparency be reduced.

22       **d. Articulation**

23       (1) Offsets

- 1       i. As to building elevation walls, as visible above ground, that are  
2       longer than 100 feet wall plane projections or recesses having a  
3       depth of at least two feet and extending for a minimum of 25% of  
4       the length of such walls must be incorporated into the building  
5       design..  
6       ii. As to building heights taller than 35 feet a horizontal design  
7       features on the building's façade must be incorporated into the  
8       building design. Examples of horizontal design features include  
9       awnings, canopies, transoms, moldings, balconies, wainscoting or  
10       changes in color or texture.

11       (2) Architectural features

- 12       i. The building design shall include integrated design features to  
13       avoid monotony, to create visual interest, and to enhance the  
14       pedestrian scale all of which is to be designed to create  
15       compatibility with the surrounding neighborhood. Examples of

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features to be included are:

- a. Arcades
- b. Cornices
- c. Eaves
- d. Bow, bay, arched, oval, or gable windows
- e. Shutters
- f. Arched entries, balconies or breezeway entrances
- g. Stone or brick accent walls
- h. Decorative stone or brick banding
- i. Decorative tiles
- j. Verandas, porches, balconies or decks
- k. Projected walls or dormers
- l. Variation of roof lines
- m. Decorative caps or chimneys

**e. Accessory Uses:**

- (1) The accessory use standards set forth in Sec. 20-0403 apply to the UMU district.
- (2) The following additional design standards shall apply to accessory structures for the purpose of design compatibility with the residential neighborhood.
  - i. Accessory building setbacks shall meet the development standards of primary buildings as required in Sec. 20-0501.
  - ii. Accessory building elevation materials shall match the primary building materials.
  - iii. Accessory buildings may be located in rear yards and/or side yards only. Accessory buildings are not permitted in the front or street-side yard.
  - iv. Garage doors on accessory structures may not exceed a width of 20 feet.
  - v. Separate garage structures may be no more than 50 feet in length on the longest side of the building.
  - vi. Multiple accessory buildings adjacent to each other shall have a building separation of 10 feet.

**f. Parking Structure Screening**

Parked vehicles shall be screened from view of adjacent streets by walls at least 2 ½ feet tall or opaque screening materials; such as, fences or plants at least 2 ½ feet tall.

**D. Alternative Design Standards.**

- 1. An alternative design standard represents a proposal to meet the intent expressed in Sec. 20-0216 D.1.a. by means other than those prescribed in Sec. 20-0216.

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Applicants who wish to propose a project or development with alternative design components must secure approval of Alternative Design Standards for the project or development by obtaining review, action and approval by the Planning Commission in accordance with the Conditional Use Permit Review procedures of Sec. 20-0906.

2. a. Recordation of Approved Alternative Design.

An attested copy of an approved Alternative Design or Alternative Design Standards must be recorded with the County Recorder on forms made available in the Planning Department. An Alternative Design or Alternative Design Standards may be amended by following the same procedure required for the original approval.

b. Violations.

Violations of an approved Alternative Design or Alternative Design Standards constitute a violation of the Land Development Code and will be subject to the enforcement and penalty provisions of Article 20-011.

Section 2. Amendment.

Paragraph A of Section 20-0201 of Article 20-02 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

§20-0201 General

A. Districts Established

The following base zoning districts are hereby established:

1. AG, Agricultural
2. SR-0, Single-Dwelling Residential
3. SR-1, Single Dwelling Residential
4. SR-2, Single-Dwelling Residential
5. SR-3, Single-Dwelling Residential
6. SR-4, Single-Dwelling Residential
7. SR-5, Single-Dwelling Residential
8. MR-1, Multi-Dwelling Residential
9. MR-2, Multi-Dwelling Residential
10. MR-3, Multi-Dwelling Residential
11. UMU, University Mixed-Use
- ~~12.~~ MHP, Mobile Home Park
- ~~13.~~ NO, Neighborhood Office

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- 1314. NC, Neighborhood Commercial
- 1415. GO, General Office
- 1516. LC, Limited Commercial
- 1617. DMU, Downtown Mixed-Use
- 1718. GC, General Commercial
- 1819. LI, Limited Industrial
- 1920. GI, General Industrial

Section 3. Amendment.

Section 20-0401 of Article 20-04 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

\*\*\*

**Table 20-0401**

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																		
			A G	S R 0	S R 1	S R 2	S R 3	S R 4	S R 5	M R 1	M R 2	M R 3	U M U	M H P	N O	N C	G O	L C	D M U	G C	L I
<b>Residential</b>																					
Household Living	residential occupancy of a dwelling unit by a "household"	House, Detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	P/C [E]	C	-
		House, Attached	-	-	-	-	P	P	P	P	P	P	P	P	P	P	C	C	P/C [E]	C	-
		Duplex	-	-	-	-	P	P	P	P	P	P	P	P	P	P	C	C	P/C [E]	C	-
		Multi-Dwelling Structure	-	-	-	-	-	-	P	P	P	P	P	P	P	P	C	C	P/C [E]	C	-
		Mobile Home Park	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Group Living	residential occupancy of a structure by a group of people who do not meet the definition of "Household Living"		C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	P/C [E]	P/C [E]	P/C [E]	P	P/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	-
<b>Institutional</b>																					
College	colleges and institutions of higher learning		C	C	C	C	C	C	C	C	C	P	C	C	C	P	P	P	P	P	P
Community Service	public, nonprofit, or charitable uses, generally providing a local service to the community		C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	P/C [C]	P/C [C]	P/C [C]	C/C [C]	P/C [C]	P/C [C]	P/C [C]	P	P	P/C [C]	P	P	P

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Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																				
			A G	S R 0	S R 1	S R 2	S R 3	S R 4	S R 5	M R 1	M R 2	M R 3	U M U	M H P	N O	N C	G O	L C	D M U	G C	L I		
Day Care	care, protection and supervision for children or adults on a regular basis away from their primary residence for less than 24 hours per day	1-7 children or adults <sup>[1]</sup>	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P	P/C [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	
		8-12 children or adults <sup>[1]</sup>	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]	P [D]
		13+ children or adults	-	-	-	-	-	-	C/C [D]	C/C [D]	C/C [D]	P/C [D]	C/C [D]	C/C [D]	C/C [D]	P [D]	P [D]	P [D]					
Detention Facilities	facilities for the detention or incarceration of people		C	-	-	-	-	-	C	C	C	-	-	-	-	C	C	C	C	P	P	P	
Health Care Facility	medical or surgical care to patients, with overnight care		C	C	C	C	C	C	C	C	C	C	C	-	-	P	P	P	P	P	P	P	
Parks and Open Areas	natural areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, etc.		P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P	P	P	
Religious Institution	meeting area for religious activities	500 seating capacity	-	P	P	P	P	P	P	P	P	P/C	P	P	P	P	P	P	P	P	P	P	
		501+ seating capacity	-	P/C [H]	P	P	P	P/C	P	P	P	P	P	P	P	P	P	P	P				
Safety Services	public safety & emergency response services		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Schools	schools at the primary, elementary, middle, junior high, or high school level		-	P/C [I]	C	-	-	-	C	C	C	C	C	C	C								
Utilities, Basic	infrastructure services that need to be located in or near the area where the service is provided		P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P/C [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	P [K]	
<b>Commercial</b>																							
Adult Entertainment Center	an adult bookstore, adult cinema or adult entertainment facility		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [A]	P/A [A]	
Office	activities conducted in an office setting and generally focusing on business, government, professional, medical, or financial		-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	P	P	P	P	

[1] Not including the children or parents of the day care provider.

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Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																			
			A G	S R 0	S R 1	S R 2	S R 3	S R 4	S R 5	M R 1	M R 2	M R 3	U M U	M H P	N O	N C	G O	L C	D M U	G C	L I	
	services																					
Off-Premise Advertising Signs	billboard		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [B]	P/C [B]	P/C [B]	P/C [B]	P [B]
Parking, Commercial	parking that is not accessory to a specific use...fees may or may not be charged		-	-	-	-	-	-	-	-	-	-	P/C [S]	-	-	-	P	P	P	P	P	
Recreation and Entertainment, Outdoor	large, generally commercial uses that provide continuous recreation or entertainment oriented activities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	P	
Retail Sales and Service	firms involved in the sale, lease or rental of new or used products to the general public...they may also provide personal services or entertainment, or provide product repair or services for consumer and business goods		-	-	-	-	-	-	-	-	-	P	-	-	P	-	P	P	P	P	P	
Self-Service Storage	uses providing separate storage areas for individual or business uses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [J]	-	P	P	
Vehicle Repair	service to passenger vehicles, light & medium trucks & other consumer motor vehicles, generally, the customer does not wait at the site while the service or repair is being performed		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [L]	P/C [L]	P	P	
Vehicle Service, Limited	direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed		-	-	-	-	-	-	-	-	-	P/C [M]	-	-	-	-	-	P	P/C [M]	P	P	
<b>Industrial</b>																						
Industrial Service	firms engaged in the repair or servicing of industrial, business or consumer machinery, equipment, products or by-products		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C [Q]	C [R]	P [F]	
Manufacturing and Production	firms involved in the manufacturing, processing, fabrication,		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	

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Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																			
			A G	S R 0	S R 1	S R 2	S R 3	S R 4	S R 5	M R 1	M R 2	M R 3	U M U	M H P	N O	N C	G O	L C	D M U	G C	L I	
	packaging, or assembly of goods																					
Warehouse and Freight Movement	firms involved in the storage, or movement of goods		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P [R]	P	
Waste-Related Use	uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wholesale Sales	firms involved in the sale, lease, or rental of products primarily intended for industrial, institutional, or commercial businesses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P [R]	P	
<b>Other</b>																						
Agriculture	raising, producing or keeping plants or animals	Animal Confinements	C	C [2]																		
		Farming/Crop Production	P	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aviation	facilities for the landing and takeoff of flying vehicles, including loading and unloading areas		C	C	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	P
Surface Transportation			-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	P
Entertainment Event, Major	activities & structures that draw large numbers of people to specific events or shows		C	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	C	C	C	C
Mining	mining or extraction of mineral or aggregate resources from the ground for off-site use		C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C

[2] In SR-0 districts, animal confinements are either permitted or a conditional use, subject to procedures of Sec. 20-0909, as described in Sec. 20-1203.C.2.b.

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Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																				
			AG	SR0	SR1	SR2	SR3	SS4	SS5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI		
Telecommunications Facilities	devices and supporting elements necessary to produce non-ionizing electromagnetic radiation... operating...to produce a signal...	125 feet in height or less	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	P/C [N]	P/C [N]		
		Greater than 125 ft in height	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C [N]	C [N]	
		Up to building height limit of applicable zoning district	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	C [N]	P/C [N]	P/C [N]
		TSSs supported by Guy wires	C [N]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Attached Telecommunications facilities	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]	C [N]

Section 4. Amendment.

Section 20-0402.N of Article 20-04 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

**N. Telecommunications Facilities**

**1. General**

All telecommunications facilities shall comply with the standards of this Land Development Code, all applicable standards of the Federal Telecommunications Act of 1996, and all applicable requirements of the Federal Aviation Administration. Freestanding Non-Commercial Support Structures in AG, SR, MR, UMU, NC, and NO zoning districts are addressed by Section 20-0403.D. Accessory Uses. Freestanding Non-Commercial support structures in any other zoning district shall be

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1 considered Telecommunications Support Structures and shall meet the requirements  
2 of this section.

3 **2. Attached Telecommunications Facilities**

4 Attached telecommunications facilities shall be allowed by-right in the districts  
5 indicated in the Use Table provided that they comply with all applicable standards of  
6 the underlying zoning district, including any maximum height standards. If visible  
7 from SR, MR, or UMU zoning districts, attached telecommunications facilities shall  
8 be designed and painted to minimize their visibility from such areas. Any proposed  
9 attached telecommunications facility which does not comply with the foregoing  
10 requirements will only be permitted if approved in accordance with the Conditional  
11 Use review procedures of Sec. 20-0909.

12 **3. Telecommunications Support Structures**

13 Telecommunications support structures (also referred to herein as "TSS") must  
14 comply with the following requirements as approved by the Zoning Administrator,  
15 unless otherwise stated.

16 a. As provided by Sec. 20-0402, TSSs of no more than 125 feet in height are  
17 permitted in GC, LI and GI zoning districts subject to use-specific standards,  
18 including:

19 (1) No TSS may be located closer than 300 feet from the base of the TSS to any  
20 residentially zoned property, as measured from the base of the TSS to the  
21 nearest such residentially zoned property line;

22 (2) The TSS must have co-location capability of at least one other  
23 telecommunications provider; and

(3) TSSs shall be either clustered together or spread apart an adequate distance so  
as to reduce their impact on the overall appearance of the area and the view of  
the horizon. Therefore, TSSs shall be placed either:

(a) No farther than 300 feet from an existing and approved  
telecommunications TSS, or

(b) A minimum distance of ¼ mile between existing and approved TSSs of  
125 feet in height or less, and a minimum distance of ½ mile from  
telecommunications TSSs of over 125 feet in height, as measured from the  
base of one TSS to the base of another.

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- b. As provided by Sec. 20-0401, TSSs of more than 125 feet in height are Conditional Uses in GC, LI and GI zoning districts and are therefore subject to the Conditional Use review process of Sec. 20-0909:
  - (1) No TSS may be located closer than 500 feet or three times the height of the TSS, whichever is greater, from any residentially zoned property, as measured from the base of the TSS to the nearest such residentially zoned property line;
  - (2) The TSS must have co-location capability of at least two other telecommunications providers; and
  - (3) TSSs shall be either clustered together or spread apart an adequate distance so as to reduce their impact on the overall appearance of the area and the view of the horizon. Therefore, TSSs shall be placed either no farther than 300 feet from an existing and approved telecommunications TSS, or a minimum distance of ¼ mile between existing and approved telecommunications TSSs of 125 feet in height or less, and a minimum distance of ½ mile from telecommunications TSSs of over 125 feet in height, as measured from the base of one TSS to the base of another TSS.
  
- c. As provided by Sec. 20-0401, TSSs of no more than the maximum building height for the applicable zoning district are permitted by right in AG, SR-0-SR-4, MR-1-MR-3, UMU, NC, NO, LC, and GO zoning districts subject to use-specific standards, including:
  - (1) No TSS located in any non-residential zoning district may be located closer than 300 feet from any residentially zoned property, as measured from the base of the TSS to the nearest such residentially zoned property line; and
  - (2) No TSSs located in any MR zoning district may be located closer than 200 feet from any SR zoning districts, as measured from the base of the TSS to the nearest point of such SR zoning district.
  
- d. As provided by Sec. 20-0401, TSSs in DMU and P/I zoning districts and TSSs which exceed the maximum building height for the applicable zoning district, but are not more than 125 feet in height in AG, SR-0-SR4, MR-1-MR-3, UMU, NC, NO, LC and GO zoning districts are Conditional Uses and are therefore subject to the Conditional Use review process of Sec. 20-0909:

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Section 5. Amendment.

Section 20-0402.S of Article 20-04 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

**S. Commercial Parking**

1. A commercial parking lot may be dedicated to patrons other than those serving the land uses on site.
2. Commercial parking lots abutting public rights of way or single family dwelling units shall have a 9 foot landscape buffer. The landscape planting units shall be equivalent to the residential protection standards per Section 20-0704.
3. Commercial parking lots shall have a minimum 10 % interior open space, including 10 foot wide end islands at the end of each parking bay.
4. Interior open space shall be planted with groundcover, turf or the required plant units. 3 plant units shall be provided for each 1,000 square of interior open space. The plant unit equivalent chart is referenced in Section 20-0705. The required plant units may count towards the open space requirements.
5. Surfaces must be hard surfaced and paved asphalt or concrete.
6. Minimum dwelling density is not required for properties within a UMU zoning district.
7. The minimum residential density standard of Sec. 20-0501 is not required in commercial parking uses within a UMU zoning district.

Section 6. Amendment.

Section 20-0403.B of Article 20-04 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

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**B. Development Standards**

The following standards apply to all accessory uses and structures unless otherwise expressly provided.

**1. Timing of Construction**

Accessory structures must be constructed in conjunction with or after the principal

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1 building. They may not be built prior to the construction of the principal structure.

2 **2. Front and Street Side Setbacks and Yards**

3 No accessory structure, other than a fence, wall or hedge may be located within a  
4 required front or street side setback. The location of fences and walls within parking  
lot buffers are regulated by §20-0705.

5 **3. Rear Setback**

- 6 a. In zoning districts other than UMU, Wwhen located within the rear yard area,  
7 accessory structures shall be exempt from rear setback requirements, provided  
8 that they shall be set back at least 3 feet from rear and side lot lines. This 3-foot  
9 setback shall not apply to fences or walls.
- 10 b. In a UMU district, accessory structures, other than fences or walls shall meet the  
11 rear setback requirements of Sec. 20-0501 As in districts other than UMU zoning  
12 districts, said setback requirements do not apply to fences or walls.

13 **4. Interior Side Setback**

- 14 a. In zoning districts other than UMU, Nno accessory structure, other than a fence or  
15 wall, may be located within a required interior side setback, except that garages  
16 and parking structures accessory to multi-dwelling development in all MR  
17 districts shall only require a 3-foot minimum setback on lots platted after  
18 February 17, 1998. On MR lots that share a common interior side-yard, no  
19 setback is required to accessory structures provided there is a recorded cross-  
20 access agreement between the record owners of the respective properties, and  
21 provided the structures meet all applicable building codes for such a structure.
- 22 b. In a UMU zoning district, accessory structures, other than fences or walls, shall  
23 meet the interior side setback requirements of Sec. 20-0501.

**5. Setbacks from Public Easements**

No accessory structure, other than a fence or wall, may be located within any  
recorded public easement or over any known public utility.

**6. Height of accessory structures/fences, walls, hedges.**

**a. Residential Districts**

In SR-1 through SR-5, MR and UMU zoning districts accessory structures shall  
not exceed 15 feet in height.

**b. AG, SR-0 and Nonresidential Districts**

In the AG, SR-0 districts and the NO and more intensive zoning districts,  
accessory structures shall not exceed the maximum height limit of the underlying

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1 district, unless expressly authorized by this Land Development Code.

2 **c. Fences, Walls and Closely Grown Hedges.**

3 (1) Within SR, MR, UMU, NC and NO zoning districts, restrictions on the  
4 height of fences, walls and closely grown hedges shall be as follows:

5 (a) in any front yard no fence, wall or hedge shall exceed 3 feet in  
6 height, provided however, that fences that are at least 75% light-  
7 permeable may exceed 3 feet, but may not exceed 4 feet in height;

8 (b) in any street side yard or interior sideyard from the front property  
9 line extending the length of the front-yard setback distance or to  
10 the front of any existing house or other principal building,  
11 whichever length is greater, no fence, wall or hedge shall exceed 3  
12 feet in height, provided however, that fences that are at least 75%  
13 light-permeable may exceed 3 feet, but may not exceed 4 feet in  
14 height;

15 (c) in any street side yard or interior side yard from the point identified  
16 in subparagraph (b) hereof to the rear property boundary or in any  
17 rear yard no fence, wall or hedge shall exceed 6.5 feet in height;  
18 and,

19 (d) in any rear yard, any fence, wall, or hedge located at least three  
20 feet from the property line may exceed 6.5 feet, but may not  
21 exceed 8.5 feet.

22 (2) Within LC, GC, DMU, LI and GI zoning districts, restrictions on the  
23 height of fences, walls and closely grown hedges shall be as follows:

(a) No fence, wall or hedge shall exceed 8.5 feet in height.

(b) In the event the property is adjacent to residentially-zoned  
property, no fence, wall or hedge may exceed 6.5 feet in height  
along, or within three feet of, the property line abutting  
residentially-zoned property:

(3) Sight Distance - Within any zoning district, the following restrictions shall  
apply: (a) On corner lots, no fence, wall or hedge located within 20 feet  
of a street intersection (right-of-way line) shall exceed 3 feet in height,

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1 measured from curb level; and (b) The height of fences, walls and closely  
2 grown hedges shall be measured from the elevation of the sidewalk or  
3 curb of the adjacent street.

4 (4) Notwithstanding any other provisions of this section, any fence located  
5 completely within the required building setback for the zoning district is  
6 subject only to the height limitations as are buildings within that zoning  
7 district.

7 **7. Building Coverage**

8 a. Building coverage of detached accessory structures may not exceed that of the  
9 principal building; provided, however, that in MR zoning districts, garages  
10 accessory to multi-dwelling structures may not exceed 130 percent of the  
11 building coverage of the principal building, and in a UMU zoning district  
12 building coverage of detached accessory structures may not exceed 50 percent of  
13 the building coverage of the principal building, and in the SR-0 district building  
14 coverage of detached accessory structures may not exceed 150 percent of the  
15 building coverage of the principal building, and in SR-0, SR-1 and SR-2 districts  
16 when lot sizes are equal to or greater than 40,000 square feet in size, building  
17 coverage of detached accessory structures may not exceed the size as shown on  
18 Table 20-0403 below.

19 b. Accessory buildings and structures shall be included in the calculation of total  
20 building coverage. In MR zoning districts, as to multi-dwelling structures with  
21 garages as accessory buildings, building coverage may be allowed up to 37.5  
22 percent, provided there is a significant shared site amenity to be shared among  
23 the tenants included on the landscaping plan submitted during the building  
permit process. Examples of such amenities: gazebo with barbeque pit,  
volleyball court, basketball court, tot-lot/playground, swimming pool, or such  
other shared amenities as approved by the Zoning Administrator.

**Table 20-0403**

Lot Size	Maximum size of Accessory Structure
40,000 sq. ft. to 2 Ac.	4,000 sq. ft.
+ 2 Ac. to 3 Ac.	4,500 sq. ft.
+ 3 Ac. to 4 Ac.	5,000 sq. ft.
+ 4 Ac. to 5 Ac.	5,500 sq. ft.
+ 5 Ac. to 10 Ac.	6,000 sq. ft.

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1 Section 7. Amendment.

2 Section 20-0403.D of Article 20-04 of Chapter 20 (Land Development Code) of the  
3 Fargo Municipal Code is hereby amended to read as follows:

4 **D. Freestanding Non-Commercial Telecommunications Support Structures**

5 Telecommunications Support Structures (“TSS”) for the purpose of elevating  
6 non-commercial antennas are permitted as accessory uses in AG, SR, MR, UMU, NC,  
7 and NO zoning districts, pursuant to the requirements listed below.

- 8 1. The maximum permitted height of a TSS for non-commercial antennas in an AG, SR,  
9 MR, UMU, NC, or NO zoning district or on a site with residential land use is a total  
10 of 50 feet, as measured from the ground to the top of the TSS. The maximum height  
11 of masts and/or antennas mounted on the TSS is 30 feet, for a total maximum height  
12 of 80 feet.
- 13 2. In an AG, SR, MR, UMU, NC, or NO zoning district, or on a site with residential  
14 land use, a TSS of greater than 50 feet, up to a maximum of 70 feet, as measured  
15 from the ground to the top of the TSS is a conditional use. The maximum height of  
16 masts and/or antennas mounted on the TSS is 30 feet, for a total maximum height of  
17 100 feet. Factors for considering approval of a conditional use for TSSs exceeding 50  
18 feet in height include:
- 19 a. Existence of a structure within 300 feet of the TSS, which will create interference  
20 with antenna operations.
  - 21 b. Tree heights in the yard where the TSS is to be located or in immediately adjacent  
22 yards are such that they will interfere with ham radio operations.
  - 23 c. The orientation of the trees, yard, TSS, and neighboring homes is such that the  
increased height will not make the TSS more noticeable or more intrusive to  
properties within 300 feet.

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21 Section 8. Amendment.

22 Section 20-0501 of Article 20-05 of Chapter 20 (Land Development Code) of the Fargo  
23 Municipal Code is hereby amended to read as follows:

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**§20-0501 Residential District Standards**

The dimensional standards of Table 20-0501 apply to all development in MR-3 and more restrictive zoning districts.

**Table 20-0501**

Dimensional Standard	Zoning District										UMU
	AG	SR-0	SR-1	SR-2	SR-3	SR-4	SR-5 <sup>[9]</sup>	MR-1	MR-2	MR-3	
<b>Maximum/Minimum Density</b> (UPA - Units per Acre)	0.1 Max.	1.0 Max.	2.9 Max.	5.4 Max.	8.7 Max.	12.1 Max.	14.5 Max.	16.0 Max.	20.0 Max.	24.0 <sup>[1]</sup> Max.	18.0 Min.
<b>Minimum Lot Size</b>											
Area (Sq. Ft.)	10 Ac	1 Ac <sup>[2]</sup>	15,000	8,000	5,000	3,600	3,000	5,000	5,000	5,000	2,420
Width (Ft.)	200	120	80	60	50 <sup>[3]</sup>	34 <sup>[3]</sup>	25	50 <sup>[3]</sup>	50 <sup>[3]</sup>	50 <sup>[3]</sup>	50 <sup>[3]</sup>
<b>Minimum Setbacks (Ft.)</b>											
Front	50 <sup>[4]</sup>	50	35	30	20	15 <sup>[5]</sup>	15 <sup>[5]</sup>	25	25	25	10
Interior Side <sup>[6]</sup>	25	25	15%/15	10%/10	10%/10	4	4	15%/25	15%/25	10	5
Street Side	25 <sup>[7]</sup>	25	17.5	15	12.5	10	10	12.5	12.5	12.5	10
Rear	50	50	25	25	15	15	15	20	20	20	15
<b>Max. Building Coverage</b> (Pct. of Lot)	NA	25	25	30	35	45	50	35 <sup>[8]</sup>	35 <sup>[8]</sup>	35 <sup>[8]</sup>	75
<b>Minimum Open Space</b> (Pct. of Lot)	NA	NA	NA	NA	NA	NA	NA	35	35	35	NA
<b>Maximum Height</b> (Ft.)	35	35	35	35	35	35	35	35	45	60	60

Source: 2985 (1999), 3062 (1999), 4039 (2000), 4165 (2001), 4338(2003)).

- [1] Higher densities may be allowed in accordance with the Bonus Density provisions of Sec. 20-0505.
- [2] SR-0 minimum district size is 20 acres. See Sec.20-0203-A.
- [3] Minimum lot width subject to limitation of access as provided in Sec.20-0702.
- [4] Minimum 100 feet from right-of-way on Arterial or section line road.
- [5] Minimum 20-foot setback shall be provided between front-entry garages and nearest edge of sidewalk crossing plate.
- [6] #/# = Percent of Lot Width/Feet (whichever is less).
- [7] Minimum 75 feet from right-of-way on Arterial or section line road.

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1 [8] Maximum of 37.5 percent of building coverage shall be allowed if site amenity is provided in accordance with Sec. 20-0403.B.7. If the amenity is contained within the footprint of one primary structure, the floor area of that amenity is counted as open space, but is not subtracted from the area of the building.

2 [9] The SR-5 zoning district is limited to a maximum size of 21,000 square feet, but may exceed 21,000 square feet, up to a maximum of two acres provided the district is within 600 feet of a private or public dedicated open space feature, such as a public park, private park, school yard or playground that is accessible to residents of the SR-5 district, any of which shall be a minimum of two acres or more in size. For purposes of identifying a single SR-5 zoning district, parcels adjacent to one another that are, or will be, the same zoning classification shall be deemed to be within the same zoning district and, therefore, shall be subject to the maximum size limitation.

3  
4 Section 9. Amendment.

5  
6 Section 20-0504.D.2 of Article 20-05 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

7 **2. Setback Averaging**

8 In a block where the average front setback of existing buildings within 100 feet of the subject lot is not more than 6 feet greater or 6 feet less than the front setback requirement for the zoning district in which such block is located, the front setback for the proposed building shall be set at such average depth. Where such average depth is more than 6 feet greater or 6 feet less than the front setback required for such district, this average setback requirement may be waived by the Board of Adjustment and a different requirement established by the Board of Adjustment. When a block is zoned in different zoning districts, the front setback requirements of the district that requires the greater front setback shall apply along its entire length. Setback averaging is not required in a UMU, University Mixed-Use, District.

14 Section 10. Amendment.

15 Sections 20-0609.A of Article 20-06 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

17 **A. Sidewalk Installation Priorities**

18 Sidewalks shall be installed in accordance with the following Table 20-0609-1, which sets out the City's priorities for sidewalk installation.

20 **Table 20-0609-1**

Functional Classification	Traffic Volume (ADT)	Zoning Districts		
		AG-NC, UMU	LC-GC	LI-GI
<b>Sidewalk Priority</b>				
Local	0-2,499	Medium[3]	High	Medium[1]

23 [3] Waivers allowed in accordance with Article 18-02.

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Functional Classification	Traffic Volume (ADT)	Zoning Districts		
		AG-NC, UMU	LC-GC	LI-GI
Local Collector	2,500-4,999	High	High	Medium[1]
Collector	5,000-9,999	High	High	Medium[1]
Minor Arterial	10,000-19,999	High	High	Medium[1]
Principal Arterial	20,000-29,999	High	High	Medium[1]

Section 11. Amendment.

Sections 20-0611.G, I and J of Article 20-06 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

**G. Geometric Standards**

The geometric design standards of this section apply to all streets.

**1. Right-of-Way and Pavement Widths**

The right-of-way and pavement width standards of Table 20-0611-1 apply to all streets.

**Table 20-0611-1**

Functional Classification	Category	Lanes	Zoning Classifications	Parking	Paving Width <sup>[1]</sup> Face of Curb (FOC) (Ft)	Sidewalks			R/W (FT)	Notes
						Right (FT)	Left (FT)	Location		
						Local	L-1	2		
	L-2	2	SR-4 < 42' wide MR-1, UMU	Both Sides One Side None	32 28 24	4.5 4.5 4.5	4.5 4.5 4.5	2' off R/W 2' off R/W 2' off R/W	70 62 60	
	L-3	2	MR-2 & MR-3	Both Sides One Side	40 32	4.5 4.5	4.5 4.5	2' off R/W 2' off R/W	80 70	
	L-4	2	GO Tech Park	Both Sides One Side None	40 32 28	4.5 4.5 4.5	4.5 4.5 4.5	2' off R/W 2' off R/W 2' off R/W	80 70 70	
	L-5	2	LC, GC, GI, LI	Both Sides	40	4.5	4.5	2' off R/W	80	Wider Streets as warranted by traffic Parking restrictions as needed for traffic

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Urban Street Standards

Functional Classification	Category	Lanes	Zoning Classifications	Parking	Paving Width <sup>(1)</sup> Face of Curb (FOC) (Ft)	Sidewalks			R/W (FT)	Notes	
						Right (FT)	Left (FT)	Location			
Collector	C-1	2	All SR & MR-1, UMU	Both Sides	40	4.5	4.5	2' off R/W	80	Parking restrictions at major intersections Widen to 3 lanes (36') at major intersections Widen to 3 lanes (36') at major intersections	
				One Side	32	4.5	4.5	2' off R/W	80		
				None	30	4.5	4.5	2' off R/W	80		
	C-2	2	MR-2 & MR-3	Both Sides	44	4.5	4.5	2' off R/W	80		
				One Side	36	4.5	4.5	2' off R/W	80		
				None	30	4.5	4.5	2' off R/W	80		
	C-3	2	All Others	Both Sides	44	4.5	4.5	2' off R/W	80		
				One Side	36	4.5	4.5	2' off R/W	80		
				None	32	4.5	4.5	2' off R/W	80		
	C-4	3	All SR & MR	None	36	4.5	8	2' off R/W	80		Wider streets as warranted by traffic
				None	40	4.5	8	2' off R/W	80		Wider streets as warranted by traffic
Parkway	PW-1	2	All SR & MR-1	Both Sides	40	4.5	8	2' off R/W	110	Parking restrictions at major intersections Widen to 3 lanes (36') at major intersections Widen to 3 lanes (36') at major intersections	
				One Side	32	4.5	8	2' off R/W	100		
				None	30	4.5	8	2' off R/W	100		
	PW-2	2	MR-2 & MR-3	Both Sides	44	4.5	8	2' off R/W	110		
				One Side	36	4.5	8	2' off R/W	100		
				None	30	4.5	8	2' off R/W	100		
	PW-3	2	All others	Both Sides	44	4.5	8	2' off R/W	110		
				One Side	36	4.5	8	2' off R/W	100		
				None	32	4.5	8	2' off R/W	100		
	PW-4	2	All Zones	Both Sides	60	4.5	8	2' off R/W	120		City to pay for tree planting
	PW-5	3	All SR & MR	None	36	4.5	8	2' off R/W	100		City to pay for tree planting

Notes:

- Street and R/W widths for PI zones will be determined by type of land use.
- Street and R/W widths for NO and NC will be based on zoning of the adjacent larger tracts.
- R/W widths may be reduced if sidewalks are removed as part of an LDC approved sidewalk plan. R/W widths may be reduced by 6' by elimination of

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Urban Street Standards										
Functional Classification	Category	Lanes	Zoning Classifications	Parking	Paving Width <sup>[1]</sup> Face of Curb (FOC) (Ft)	Sidewalks			R/W (FT)	Notes
						Right (FT)	Left (FT)	Location		
sidewalk on one side or 12' by elimination of sidewalks on both sides.										
4. Minimum R/W shall be 50'.										
5. Over width city funding does not apply to street widening required for parking purposes.										
Rural Street Standards										
Type		Lanes	Zoning Classifications	Parking	Width		Ditches		R/W (FT)	Notes
6	PW-6	3	All others	None	40	4.5	8	2' off R/W	100	City to pay for tree planting
Arterial			All zones	None	As required					
					<b>Paved</b>	<b>Width</b>	<b>Inslope</b>	<b>Backslope</b>		
Local		2	SR & MR	None	26	8	5 to 1	4 to 1	100	
		2	All others	None	26	10	5 to 1	4 to 1	100	
Arterial		2	All Others	None	30	10	5 to 1	4 to 1	100	

2. Backing onto Arterial Streets

Driveways must be designed and arranged so as to avoid requiring vehicles to back on to arterial streets.

3. Grades, Curve Radii and Other Standards

The street grade, curve radii and other standards of Table 20-0611-1 apply to all streets.

Table 20-0611-2

Improvement	Residential (UMU, MR-3 and more restrictive)	Nonresidential (NO and less restrictive)
<b>Maximum Grade (pct)</b>		
Local	5	5
Collector	5	5
Arterial	5	5
<b>Minimum Grade (pct)</b>		
All streets	0.4	0.4
<b>Minimum Centerline Radius of Curve (feet)</b>		
Local	100	200
Collector	275	275
Arterial	550	550
<b>Minimum Tangent Length Between Reverse Curves (feet)</b>		
Local	100	200

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<b>Improvement</b>	<b>Residential</b> (UMU, MR-3 and more restrictive)	<b>Nonresidential</b> (NO and less restrictive)
Collector	100	200
Arterial	300	400
<b>Minimum Sight Distance (feet)</b>		
Local	200	250
Collector	240	250
Arterial	300	400
Intersection	Across corners-25 ft back	Across corners-25 ft back
<b>Minimum Turnaround (feet)</b>		
Right-of-Way Diameter	140	160
Pavement	100	140
<b>Design Speed (miles per hour)</b>		
Local	30	30
Collector	35	35
Arterial	40	50
<b>Maximum Length of Cul-de-Sac</b>		
Permanent	600 feet, measured from the nearest street right-of-way line to the end of the nearest turnaround radius.	
Temporary	800 feet, measured from the nearest street right-of-way line to the end of the nearest turnaround radius.[1] A double entry cul-de-sac may exceed the stated maximum, if approved by the City Engineer.	

[1] The Planning Commission may approve waivers from the cul-de-sac length standards with it finds (1) that extraordinary hardships or practical difficulties will result from strict compliance with the cul-de-sac length standards and (2) that the purposes of these regulations will be served to a greater extent by an alternative proposal. Waiver requests shall be considered during the Subdivision Plat review process.

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**I. Curbs**

The curb standards of Table 20-0611-3 apply to all streets.

**Table 20-0611-3**

Functional Classification	Volume (ADT)	Zoning Districts	
		AG - MR-3, UMU	NO - GI
<b>Required Curb Type</b>			
Local	0-2,499	Mountable	Standard
Local Collector	2,500-4,999	Mountable	Standard
Collector	5,000-9,999	Standard	Standard
Minor Arterial	10,000-19,999	Standard	Standard
Principal Arterial	20,000-29,999	Standard	Standard

**J. Railroads and Limited Access Highways**

Subdivisions adjacent to railroad rights-of-way or limited access highways shall be treated as follows:

**1. Residential Districts**

In UMU, MR-3 and more restrictive districts a buffer strip at least 15 feet in depth in addition to the normal depth of the lot required in the district must be provided adjacent to the railroad right-of-way or limited access highway. This buffer must be included in the lot area owned and maintained by the owner.

\*\*\*

Section 12. Amendment.

Section 20-0701.A.3 of Article 20-07 of Chapter 20 (Land Development Code) of the Fargo Municipal Code is hereby amended to read as follows:

\*\*\*

**3. UMU Exemption for Nonresidential and UMU Reduction for Residential**

While no regulatory intent is implied herein, the responsibility clearly falls upon the applicant to review and understand, using professional consultation as appropriate, the parking needs of the development and to provide for the availability of sufficient parking, either onsite or offsite, which meets the minimum demands of the intended

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1 use. However, the minimum parking standards for properties in a UMU zoning  
 2 district are indicated below.

3 a. All nonresidential uses in a UMU zoning district shall be exempt from the off-  
 4 street parking and loading standards of this section.

5 b. All residential development within a UMU zoning district, shall be required 1.25  
 6 parking stalls per dwelling unit. One stall per dwelling unit shall be reserved full  
 7 time.

8 \*\*\*

9 Section 13. Amendment.

10 Section 20-0702.A of Article 20-07 of Chapter 20 (Land Development Code) of the  
 11 Fargo Municipal Code is hereby amended to read as follows:

12 **A. Access to Streets**

13 Access to streets shall be allowed as follows, unless otherwise restricted by negative access  
 14 easements or other limitations as indicated on the plat.

Functional Classification	Typical Volume Range (ADT)	Zoning Districts <sup>[7]</sup>	
		AG-Through MR-3	NO Through P/I
Local	0-499	Allowed <sup>[1]</sup>	Allowed <sup>[1]</sup>
Local Collector	2,500-999	Limited <sup>[2]</sup>	Limited <sup>[2]</sup>
Collector	5,000-999	Limited <sup>[3]</sup>	Limited <sup>[4]</sup>
Minor Arterial	10,000-9,999	Limited <sup>[5]</sup>	Shared <sup>[5][6]</sup>
Principal Arterial	20,000 or more	Limited <sup>[5]</sup>	Limited <sup>[5][6]</sup>

15 [1] Access allowed provided that at corner lots in SR zoning districts access is at least 15 feet from block corner and  
 16 at corner lots in UMU, MR and nonresidential zoning districts access is at least 75 feet from block corner.  
 17 Driveway spacing in NO-GI districts shall be a minimum of 50 feet.

18 [2] Access allowed provided that at corner lots in SR zoning districts access is at least 40 feet from block corner and  
 19 in MR and nonresidential zoning districts access is at least 75 feet from block corner. Driveway spacing in UMU, MR  
 20 and NO-GI districts shall be a minimum of 50 feet.

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Section 14. Amendment.

Sections 20-0705.C.3 and 4 and D.3 of Article 20-07 of Chapter 20 (Land Development Code) of the Fargo Municipal Code are hereby amended to read as follows:

**C. Open Space Landscaping**

**1. Applicability**

The Open Space Landscaping standards of this subsection shall apply to all development in SR-3 or SR-4 developments containing three or more attached dwelling units and in all MR-1 and more intensive zoning districts.

**2. Relationship to Other Landscaping Standards**

Landscaping provided to meet the Street Tree or Parking Lot Perimeter Landscaping standards of this section may not be counted towards meeting a project's Open Space Landscaping requirements. Open Space Landscaping may be placed within the interior of off-street parking areas, in which case the landscaping shall be counted toward meeting the project's Open Space Landscaping requirements.

**3. Plant Units Required**

**a. Residential Districts and UMU zoning district**

Within residential and institutional zoning districts and a UMU zoning district, at least three (3) plant units shall be provided for each 1,000 square feet of lot area or fraction thereof, and eight (8) square feet per plant unit shall be provided.

\*\*\*

**4. Location of Plant Units**

A minimum of 70 percent of the plant units required pursuant to this subsection shall be installed in required front or street side setback areas. In a UMU zoning district, said 70 percent requirement shall not apply.

\*\*\*

**D. Parking Lot Perimeter Landscaping**

**1. Applicability**

All off-street parking areas shall be subject to the Parking Lot Perimeter Landscaping standards of this subsection. The standards do not apply to areas used for storing vehicles or equipment in conjunction with a vehicle sales or rental establishment.

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**2. Relationship to Other Landscaping Standards**

Landscaping provided to meet Street Tree or Open Space Landscaping standards shall not be counted towards meeting the Parking Lot Perimeter Landscaping requirements.

**3. Paving setbacks.**

For the purpose of providing space for pedestrian and bicycle circulation, and creating opportunities for planting buffers, parking lots and vehicular circulation areas shall provide a paving setback in accordance with the following table:

<b>UMU Zoning District</b>	
<b>Location</b>	<b>Setback Minimum (feet)</b>
Street side	15
Interior Side	8
Rear side	6

Section 15. Amendment.

**§20-0910 Site Plan Review**

**A. Applicability**

The Site Plan review procedures of this section shall apply to:

1. Any development that is subject to the Residential Protection Standards of Sec. 20-0704 if it will result in the addition of more than 50,000 square feet of gross floor area, whether through new construction or building enlargement;
2. Any development involving the addition of more than 100,000 square feet of gross floor area, whether through new construction or building enlargement;

**Commentary**

Although Site Plans may be required with applications for other forms of development approval (e.g. Conditional Use Permits), those plans shall be reviewed in accordance with the respective development review procedure. When Site Plans are reviewed in conjunction with other forms of development approval, separate Site Plan Review under the procedures of this section will not be required.

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- 3. Any development involving the addition of more than 250 off-street parking spaces;
- 4. Any development on a site with an area of 200,000 square feet or more;
- 5. Any development involving more than one principal building on a single site if the total floor area of all of the buildings on the site exceeds 50,000 square feet;
- 6. Any development in ~~the~~ DMU zoning district;
- 7. Any development in a UMU zoning district; and
- 8. Any other use or development expressly requiring Site Plan Review by other provisions of this Land Development Code.

Section 16. Effective Date.

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

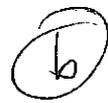
\_\_\_\_\_  
Dennis R. Walaker, Mayor

(Seal)

Attest:

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

First Reading:  
Second Reading:  
Final Reading:  
Publication:



Office of the City Attorney

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*City Attorney*  
**Erik R. Johnson**  
*Assistant City Attorney*  
**Robert L. "Butch" McConn, Jr.**

January 20, 2009

*City Prosecutors*  
**Gordon A. Dexheimer**  
**Scott O. Diamond**

City Commission  
City Hall  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

At your meeting of November 3, 2008, you directed me to prepare an ordinance amending the fee schedule for re-inspections by the building inspections office and you approved a resolution setting forth the fees for activities and services provided by the Inspection Department. The enclosed ordinance will amend Section 31-0102 of the Fargo Municipal Code relating to Section 103.6 of the International Property Maintenance Code setting forth inspections fees for activities and services.

**SUGGESTED MOTION:** I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of the Ordinance Amending Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code Relating to the International Property Maintenance Code and Inspection Fees for Activities and Services.

Sincerely,

A handwritten signature in black ink, appearing to read "ERJ", with a long horizontal line extending to the right.

Erik R. Johnson

ERJ/jmf  
Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING SECTION 31-0102 OF ARTICLE 31-01  
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE RELATING  
TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE  
AND INSPECTION FEES FOR ACTIVITIES AND SERVICES

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 103.6 of the International Property Maintenance Code, adopted by Section 31-0101 and changed and amended by Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby amended to read as follows:

~~Section 103.6 - Re-Inspection Penalty Fees Enforcement Penalty Fees Assessment of Penalty Fees against Property. Penalty fees shall be assessed in accordance with the provisions of this section an in accordance with the penalty fee schedule approved by resolution of the Board of City Commissioners of the City of Fargo.~~

~~A. When the building official, or his designee, conducts inspections of a building or structure within the scope of this code, re-inspection penalty fees may be assessed against the record owner. In the event three or more inspections (an inspection and two or more re-inspections) are necessary for such property for the purpose of verifying and determining whether code violations have or have not been cured or corrected and it is determined that such code violations have not been cured or corrected, the building official shall be authorized to assess re-inspection penalty fees against the record owner.~~

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1 ~~B. When the building official, or his designee, has made a finding that~~  
2 ~~violations of this code exist as to buildings or structures within the scope of this~~  
3 ~~code; and when, after the record owner has been notified of such violation, such~~  
4 ~~violations have not been cured or corrected before the property has undergone its~~  
5 ~~third inspection for the same violation(s), then, upon written notice to the record~~  
6 ~~owner, a monthly enforcement penalty fee may be assessed against the record~~  
7 ~~owner.~~

8 ~~C. Any such re-inspection penalty fees or enforcement penalty fees may be~~  
9 ~~assessed against the property which contains the violation(s). Said fees shall be~~  
10 ~~assessed against the property concerned by the building official and the~~  
11 ~~assessment filed in the Office of the City Auditor. In August of each year, after~~  
12 ~~due notice, the Board of City Commissioners shall review all such assessments,~~  
13 ~~and hear all complaints against the same, and approve the same as finally~~  
14 ~~adjusted; and such special assessments shall then be certified to by the County~~  
15 ~~Auditor and placed upon the tax roll for that year and be collected as other~~  
16 ~~taxes.~~ Fees. The fees for activities and services performed by the department in  
17 carrying out its responsibilities under this code shall be as indicated in the  
18 following schedule:

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- A. Initial Inspection. - No charge
  - B. First Re-inspection. - No charge
  - C. Second Re-inspection. - As to the second re-inspection, a fee of \$100
  - D. Third Re-inspection. - As to the third re-inspection, a fee of \$100
  - E. Fourth and continuing Re-Inspections. - As to the fourth and any subsequent re-inspection, a fee of \$100

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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. The Effective Date.

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

\_\_\_\_\_  
Dennis R. Walaker, Mayor

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

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Office of the City Attorney

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*City Attorney*  
**Erik R. Johnson**  
*Assistant City Attorney*  
**Robert L. "Butch" McConn, Jr.**

January 20, 2009

*City Prosecutors*  
**Gordon A. Dexheimer**  
**Scott O. Diamond**

City Commission  
City Hall  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

Enclosed is an ordinance amending certain sections of the Fargo Municipal Code and Land Development relating to typographical errors. We are in the process of updating both the Land Development Code and Fargo Municipal Code and have noticed that there are some typographical errors in previous editions that should be corrected.

**SUGGESTED MOTION:** I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of the Ordinance Amending Sections of the Fargo Municipal Code and Land Development Code Relating to Typographical Errors.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", written over a horizontal line.

Erik R. Johnson

ERJ/jmf  
Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS OF THE FARGO MUNICIPAL CODE  
AND LAND DEVELOPMENT CODE RELATING TO  
TYPOGRAPHICAL ERRORS

NOW, THEREFORE,

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

Section 1. Amendment.

Section 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code is hereby amended to read as follows:

\*\*\*

F. Section 105.6.32 is amended to read as follows:

105.6.33~~2~~ Open flames and candles. An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments. For purposes of this provision, churches shall not be deemed to be assembly areas and shall not be required to obtain a permit to utilize candles in religious ceremonies.

\*\*\*

Section 2. Amendment.

Section 20-0702 of Article 20-07 of Chapter 20 of the Land Development Code is hereby amended to read as follows:

**A. Access to Streets**

Access to streets shall be allowed as follows, unless otherwise restricted by negative access easements or other limitations as indicated on the plat.

Functional Classification	Typical Volume Range (ADT)	Zoning Districts <sup>[7]</sup>	
		AG-Through MR-3	NO Through P/I
Local	0-2,9499	Allowed <sup>[1]</sup>	Allowed <sup>[1]</sup>
Local Collector	2,500-4,999	Limited <sup>[2]</sup>	Limited <sup>[2]</sup>

OFFICE OF THE CITY ATTORNEY  
 FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Functional Classification	Typical Volume Range (ADT)	Zoning Districts <sup>[7]</sup>	
		AG-Through MR-3	NO Through P/I
Collector	5,000-9,999	Limited <sup>[3]</sup>	Limited <sup>[4]</sup>
Minor Arterial	10,000-19,999	Limited <sup>[5]</sup>	Shared <sup>[5][6]</sup>
Principal Arterial	20,000 or more	Limited <sup>[5]</sup>	Limited <sup>[5][6]</sup>

Section 3. Amendment.

Section 20-0706 of Article 20-07 of Chapter 20 of the Land Development Code is hereby amended to read as follows:

**§20-0706 Corner Visibility**

\*\*\*

At intersections of two streets, the corner visibility triangle for the street with the higher speed limit applies. The size of the triangle may be increased by the Zoning Administrator when deemed necessary for traffic safety alignment or other factors that require increased corner visibility. This Corner Visibility Standard shall not apply within the ~~portion~~ portion of the DMU district where development follows the zero lot line dimension-al standard. A "portable sign", as defined in the Fargo Sign Code, that is located within a parking space on an all-weather-surface parking lot that is striped for parking shall be permitted even though such sign may be within said corner visibility area. For purposes of this section, that "distance measured from curb" at an intersection of two streets or roads shall be determined from a point where the extension of the curb from the two streets or roads meet and, at an intersection of a street or road and a driveway, the distance shall be measured from the point of the curb cut for the driveway.

Section 4. Amendment.

Section 20-1002 of Article 20-10 of Chapter 20 of the Land Development Code is hereby amended to read as follows:

\*\*\*

D. Damage or Destruction

\*\*\*

3. \*\*\*

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- a. The building or structure will not occupy any portion of the lot that a was not occupied by the destroyed structure

\*\*\*

Section 5. Amendment.

Section 20-1004 of Article 20-10 of Chapter 20 of the Land Development Code is hereby amended to read as follows:

\*\*\*

B. Damage or Destruction

\*\*\*

- 1. Notwithstanding the foregoing paragraph, any existing structure that is devoted to a legal nonconforming residential use may be repaired or rebuilt even though damaged beyond 50 percent of its value, provided that the structure may be repaired or rebuilt in its entirety so long as the new structure will not: occupy any portion of the lot that a was not occupied by the destroyed structure, have a greater floor area than the destroyed structure, exceed the height or number of stories contained in the destroyed structure, ~~and~~ or diminish the number of off-street parking spaces located on the property from the number existing before the damage; and so long as a building permit is obtained within 6 months of the date the damage occurs and so long as restoration begins within 1 year of the date the damage occurs.

\*\*\*

Section 6. Amendment.

Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is amended as follows:

21.1-0102. \*\*\*

Section R104.8 is hereby amended to read as follows:

The building official, member of the board of appeals or employee charged with the enforcement of this code. While acting for the jurisdiction in ~~foed~~ good faith

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provided by other applicable state and federal laws and shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

\*\*\*

Section R310.2.1 -- Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position or, install a minimum 30"x16" permanently attached platform in the window well, that will reduce the vertical depth of the window well to no more than 42: inches below the top of the window well and that will not impede the operation of the window. Ladders or steps required by this section shall not be required to comply with Sections R311.5 and R311.6. Ladders or rungs shall have a inside width of at least 12 inches (305 mm), shall project at least 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

\*\*\*

Section M1703.2 -- Two openings or ducts. Outside combustion air shall be supplied through openings or ducts, as illustrated in Figures ~~M173.2~~ M1703.2(1), M1703.2(2), M1703.2(3) and M1703.2(4). One opening shall be within 12 inches (305mm) of the top of the enclosure, and one within 12 inches (305mm) of the bottom of the enclosure. Openings are permitted to connect to spaces directly communicating with the outdoors, such as ventilated crawl spaces. The same duct or opening shall not serve both combustion air openings. The duct servicing the upper opening shall be level or extend upward from the appliance space.

\*\*\*

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 Section G2417.4.1 (406.4.3) -- Test pressure. The test pressure to be used shall  
2 not be less than one and ~~on~~ one-half times the proposed maximum working  
3 pressure, but not less than 25 psig, irrespective of design pressure. Where the test  
4 pressure exceeds 125 psig, the test pressure shall not exceed a value that produces  
a hoop stress in the piping greater than 50 percent of the specified minimum yield  
strength of the pipe.

5 \*\*\*

6 Section 7. Amendment.

7 Section 25-1511 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is  
8 hereby amended as follows:

9 25-1511. Licensed Premises -- Requirements for.---

10 \*\*\*

11 D. \*\*\*

12 1. \*\*\*

13 2. Said licensee is the holder of an FA-ENTERTAINMENT license;  
14 and

15 \*\*\*

16 Section 8. Amendment.

17 Section 25-3611 of Article 25-36 of Chapter 25 of the Fargo Municipal Code is  
18 hereby amended as follows:

19 25-3611. Duties of owner. The owner of a tanning facility shall comply with the  
20 following requirements:

21 A. An owner shall provide attendants in the tanning facility who are trained  
22 to be capable of providing information and assistance to customers in the  
23 proper use of tanning devices. A ~~property~~ properly trained attendant must  
be present during all hours of operation of a tanning facility.

\*\*\*

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1           Section 9. Amendment.

2           Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code,  
3           Section 1001.1, paragraph 7, is hereby amended as follows:

4           7.       Any boiler or pressure vessel subject ~~or~~ to inspection by federal ~~of~~ or state  
5           inspectors. Refer to North Dakota Law Rules and Regulations.

6           Section 10. Amendment.

7           Section 37-0401 of Article 37-04 of Chapter 37 of the Fargo Municipal Code is  
8           hereby amended and re-lettered as follows:

9           37-0401.   Violations--prohibited conduct; performing land disturbing activity  
10          without required permit or approval, duty to comply with erosion and sediment control  
11          requirements.--All of the following constitute violations of this chapter and are subject to  
12          the remedies and penalties provided in this chapter, the Fargo Municipal Code and state  
13          law, where applicable. The city includes the extraterritorial zoning jurisdiction of the city  
14          as provided in Section 37-0104.

15          A.       \*\*\*

16          HG.     One or two dwelling unit building. Construction of a one or two  
17          dwelling unit building must comply with in-place BMPs and any  
18          existing permitted SWPPP for the subdivision, including NPDES  
19          permit requirements and failure to do so shall be a violation of this  
20          chapter.

21          HH.     Utility service lines. Utility companies or contractors working in a  
22          street right-of-way to repair existing or install new utilities that  
23          involve land disturbing activities shall obtain an excavation permit  
                from the city engineer, in accordance with Chapter 18 of the Fargo  
                Municipal Code. With respect to utility companies that are  
                working in a street right-of-way and are engaging in land  
                disturbing activities, in addition to the requirements of Chapter 18,  
                including the obligation of obtaining an excavation permit, the  
                excavation permittee shall implement storm water protection  
                measures and utilize construction methods to minimize the  
                potential for sediment or other contaminants to enter the city's  
                storm sewer system. The utility company or contractor shall

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 provide street sweeping as necessary to prevent sediments from  
2 their activities from entering the storm sewer system. All  
3 sediments or other materials shall be removed from the site within  
4 one working day of completion of utility installation on the site.  
5 All disturbed vegetation shall be replaced with seed or sod within  
6 seven (7) days of completion of utility installation on the site or  
7 other appropriate means of erosion and sediment control shall be  
8 implemented and maintained until the restoration is complete. All  
9 seeded or sodded areas shall be maintained by the utility company  
10 or contractor until vegetation is established except in the case of a  
11 utility repair for a private residence. For utility repairs to private  
12 residences the homeowner shall be responsible for the  
13 maintenance of vegetation until it is established. The contractor  
14 shall provide the homeowner with a "Sediment and Erosion  
15 Control for New Homeowners" fact sheet from the ND State  
16 Health Department. The city will make available guidelines for  
17 acceptable temporary protection BMPs until the requirements for  
18 final stabilization are met.

11 **H.** Illicit connections. Storm water systems are designed to carry  
12 uncontaminated storm water. Legal connection to the city's storm  
13 water system includes sump pumps lawfully connected to the  
14 storm sewer system under chapter 17, and uncontaminated storm  
15 water conveyances (such as roof drains). All other connections  
16 shall be considered illicit connections and therefore constitute a  
17 prohibited discharge and a violation of this chapter.

15 **K.J.** Illicit dumping. The dumping or disposal of debris materials such as grass  
16 clippings, vegetative materials, tree branches, stumps, earth fill, rocks, concrete chunks,  
17 metal, other demolition or construction materials, or structures, any chemicals, or other  
18 materials that could degrade the quality of waters within the system by dumping in a  
19 manner that allows them to come into contact with storm water is prohibited. It is a  
20 violation of this chapter to allow such a discharge to occur.  
21  
22  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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Section 11. Effective Date.

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

\_\_\_\_\_  
Dennis R. Walaker, Mayor

(SEAL)

Attest:

First Reading:  
Second Reading:  
Final Passage:

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



Office of the Chief of Police

(d)

January 14, 2009

Board of City Commissioners  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

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

Dear Commissioners:

At the request of Mr. Ray Boyer, Director of NDSU Police & Safety Office, and in accordance with the Fargo Municipal Ordinance #5-0104, I am submitting the name of one individual for appointment as "special police officers" for NDSU, he is:

David Oksendahl

**Recommendation:**

*Approve the appointment of David Oksendahl as special police officer for NDSU.*

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

Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Ternes".

Keith A. Ternes  
Chief of Police

②



OFFICE OF THE CITY ADMINISTRATOR  
Pat Zavoral

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS  
FROM: CITY ADMINISTRATOR PAT ZAVORAL  
DATE: JANUARY 22, 2009  
SUBJECT: SUNDOG CONTRACT

*Pat Z*

A few departments within the city wish to upgrade and make current their website on the City's website. As these requests were analyzed it became apparent that the City's website in general should be refreshed. It's been three years since the City introduced its upgraded Website to the public. In this technology, it seems like three years is two generations old.

With these requests coming forward from the departments and the need to stay current with the communication techniques offered by the website, Sundog, Inc of Fargo – the original developer of the current website - was asked to submit a proposal to work with all City departments to determine the on-going needs for their particular website. For example, the Library wishes to improve their site to take advantage of their new facilities, the Police department has new programs that need to be made available to the public, and, we need to make available topographic information for homeowners that will help them during a flood event.

Most of the work that needs to be done deals with the content of the information from each department and does not require major technology changes to the site itself. What we have found is that people can navigate through the website easily to obtain the information they need. Our records show that over 3,000 people a day are connecting with our website to gain knowledge of the City's operation or to seek assistance.

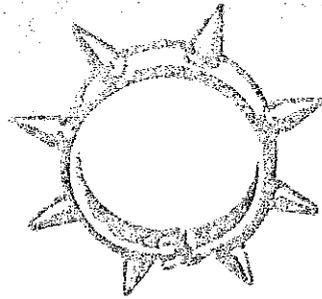
The cost of the initial step in undertaking this upgrade is from \$5,500 to \$6,500 with two additional phases to follow. The costs of these other phases will be negotiated once the foundations for what changes or modifications to the department websites have been established. It is requested you approve this contract for Phase I of the website upgrade with Sundog.

**Suggested Motion:**

Move to approve Phase I website upgrade contract with Sundog, Inc.

PZ:ck  
Attachment  
zzsundog





# SUNDOG

**Online. Offline. Bottom Line.**

**City of Fargo**  
**Website Contract: Phase 1 Discovery**  
**January 21, 2009**

**ONLINE. OFFLINE. BOTTOM LINE.**

TEL: 701.235.5525 | 888.9.SUNDOG | FAX: 701.235.8941 | 2000 44TH ST SW | FLOOR 6 | FARGO, ND 58103  
[www.sundog.net](http://www.sundog.net)

## Website Contract: Phase 1 Discovery

Thank you for this opportunity to work with your team concerning updates to the City of Fargo website. Following is the project description and budget for Phase 1 of this project.

### Goals/business objectives:

Update the current website to offer an enhanced user experience.  
Gather input from various stakeholders for desired changes.

### Assumptions:

The overall technology is sound.  
The CMS works well.

### Proposed process:

*Phase 1: planning and prioritization*

Phase 2: proposal based on identified priorities and available budget (future phase)

Phase 3: implementation of selected solutions (future phase)

### Phase 1:

When the site was originally built, extensive planning and research was done with your internal and external audiences. To build upon that foundation, Sundog proposes that we conduct a Discovery Planning Session with a representative from each of your various departments. This will allow us to gather input and interest in the use and future “wishes” as it relates to the current site. Representatives from your team will also attend to listen to what is “wanted” VS what is truly “needed”. This information gathering meeting will be the basis for the needed updates. We suggest that each department representative hold an internal meeting prior to the session to gather departmental input.

### Discovery Session Overview

Sundog discovery and planning sessions are an effective way to prepare, develop and organize projects with your team. We use a planned process to make the best use of time and ensure results that include an actionable roadmap, paving the way for successful implementation of tactics grounded in strategy.

Areas of focus for such a session will include:

- Session goals and objectives
- Departmental input, including discussion of audiences
- What’s working, what’s not, what additional things could be done
- Current utilization of existing technology

After the Discovery Session, the next step will be to prioritize the information gathered. This will be a discussion between your team and Sundog.

Deliverables:

- o Session output
- o Priorities document

Estimated budget for Phase 1: \$5,500 to \$6,500

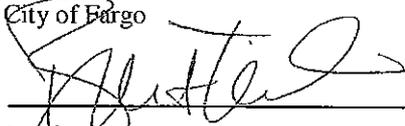
**Risks and assessments:**

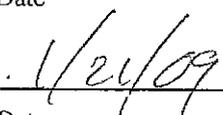
Enhancements will be limited by available budget.

Not all departments will get what they want.

Some departments are more knowledgeable and better staffed concerning IT related issues.

This is an estimate and subject to a 10% variation. Changes and revisions over and above the original estimate will be charged to the client in addition to the original estimate. Printing estimates are valid for 30 days.

\_\_\_\_\_  
City of Fargo  
  
\_\_\_\_\_  
Sundog

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date



MEMORANDUM

**TO: Board of City Commissioners**

**FROM: Steven Sprague, City Auditor**

**SUBJECT: Approval of Pledged Securities**

**DATE: January 14, 2009**

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$100,000. NDCC calls for re-approval on a semi-annual basis.

At this time I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

Alerus Financial	\$ -0-
American Federal Bank	\$ 202,858
Bank of the West	\$ 10,533,418
Cornerstone Bank	\$ -0-
First International Bank & Trust	\$ 9,160,971
US Bank	\$ -0-
Wells Fargo	\$ 39,812,423
Bremer Bank	\$ 323
Total Pledged Collateral	\$ 59,709,993

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

**Recommended Motion:**

**Approve the listing of pledged securities as of December 31, 2008.**



January 7, 2009

Steve Sprague  
City of Fargo  
200 3rd St. N.  
Fargo, ND 58102

Dear Steve:

Enclosed is the quarterly certification of security collateral held in the Pledge Pool at the Bank of North Dakota. This can be used as the source document for your Board of Director's approval.

As a participant in the Pledge Pool our records indicate you have \$0 of demand deposit or money market balances, along with \$0 of certificates of deposit secured as of December 31, 2008. Please contact us if these amounts do not agree with your records.

If you have any questions regarding the certification, please feel free to contact me at one of the numbers or e-mail address listed below.

Sincerely,

A handwritten signature in cursive script that reads "Eric Carlson".

Eric Carlson, CFA  
Chief Financial Officer  
701.795.3318 or 800.279.3200  
[ecarlson@alermail.com](mailto:ecarlson@alermail.com)

EC/adp

Enclosures

AMERICAN FEDERAL BANK  
 215 North 5th Street  
 Fargo, ND 58102

Dean McCleary, Senior Vice President and Chief Financial Officer  
 Phone (701)461-5907

Name City of Fargo  
 Contact Steven Sprague, City Auditor  
 Address PO Box 2083  
 Fargo, ND 58107-2083  
 Telephone 701-241-1301  
 Telefax 701-241-1526

Information provided below is as of:

Dec-31-2008

Mat. Date	Number	Deposits		Description	Cusip	Collateral		
		Minor	Amount			Par Pledged	Maturity Date	Par Value
Oct-1-2009	8000179660	Jumbo	\$ 294,374.64	GNMA POOL 81156	36225DJA3	235,000.00	Nov-20-2034	59,487.67
				GNMA POOL 81447	36225DTD6	100,000.00	Aug-8-2035	37,642.15
				GNMA POOL 80869	36225C6F8	800,000.00	Apr-20-2034	105,728.59

\$ 294,374.64

\$ 202,858.41

\*\*\*Market values are provided as a courtesy. American Federal Bank obtains market values from a securities custodian and cannot warrant their accuracy.



**BANK OF THE WEST**  
 Money Desk Department

**Collateralized Deposits Report**

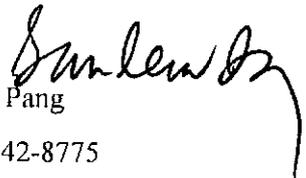
CITY OF FARGO  
 200 3rd STREET N  
 FARGO, ND 581072083  
 Attn: Steve Sprague

**Agency Name:** CITY OF FARGO

ACCOUNT NO.	ACCOUNT NAME	TYPE OF DEPOSIT	MONTH-END BALANCE
The following accounts are fully collateralized for the month ending: December 31, 2008			
000041885807	CITY OF FARGO	ST	\$6,000,000.00
0926014820	CITY OF FARGO	DD	\$3,055,228.66
<b>Total Deposits:</b>			\$9,055,228.66
<b>Less FDIC/State Insurance:</b>			\$100,000.00
<b>% Required:</b>			110%
<b>Total Collateral Required:</b>			\$9,850,751.53

The Federal Deposit Insurance Corporation insures your account balances up to \$100,000.00. The collateral held for your accounts and its value is reported on the attached schedule.

If you anticipate large changes in your account balances, please call (925) 942-8771 to let the Public Funds Analyst know. This will ensure that your accounts remain adequately collateralized.

**AUTHORIZED SIGNATURE:**   
**PREPARER'S NAME:** Sandra Pang  
**TELEPHONE NUMBER:** (925) 942-8775



**BANK OF THE WEST**

# Pledges to Pledgee By FAS 115 Intent

As of:

Cusip	Security Description	Coupon	Maturity	PledgedDate	Original PV	Current PV	Market Value
31283JP62	FHLMC FG G10445	6.000000	03/01/2009	12/10/2008	\$10,097,000	\$2,746	\$2,755
36225CK21	GNMA G2 #80312 (19)	4.625000	08/20/2029	01/10/2008	\$500,000	\$12,503	\$12,212
31346ABW4	FHLMC FH #420053 (44)	4.023000	05/01/2018	05/07/2008	\$2,000,000	\$67,419	\$67,251
31295MVS6	FHLMC FH #788725 (44)	5.250000	10/01/2031	05/07/2008	\$4,100,000	\$65,181	\$64,593
31346AF83	FHLMC FH #420191 (44)	4.487000	06/01/2030	01/18/2008	\$7,800,000	\$138,318	\$138,681
31282R6J8	FHLMC FG M80873	4.500000	12/01/2010	05/06/2008	\$2,148,646	\$751,851	\$752,291
31389L6Q7	FNMA FN #629179 (24)	4.875000	08/01/2032	01/10/2008	\$400,000	\$4,061	\$4,036
31412MHP6	FNMA FN 929138	5.500000	02/01/2023	06/10/2008	\$10,000,000	\$7,549,421	\$7,762,288
36202KQ99	GNMA G2 #8580 (19)	5.375000	01/20/2025	05/07/2008	\$2,800,000	\$49,759	\$49,360
31371LH85	FNMA FN 255055	4.500000	12/01/2010	06/09/2008	\$3,997,000	\$1,338,618	\$1,341,107
313421MJ5	FHLMC FH #350048 (44)	4.875000	04/01/2017	05/07/2008	\$2,000,000	\$18,718	\$18,661
36225CTB2	GNMA G2 #80545 (19)	4.875000	10/20/2031	04/10/2008	\$1,650,000	\$97,910	\$96,121
31281AP30	FHLMC FG #N30442 (14)	6.000000	01/01/2018	05/07/2008	\$2,050,000	\$16,622	\$16,956
31348STB0	FHLMC FH #785946 (44)	5.136000	09/01/2027	05/07/2008	\$3,000,000	\$75,540	\$74,949
31295MPX2	FHLMC FH #788538 (44)	5.195000	08/01/2031	05/07/2008	\$2,000,000	\$5,438	\$5,386
31346AF83	FHLMC FH #420191 (44)	4.487000	06/01/2030	05/07/2008	\$1,200,000	\$21,280	\$21,336
31348UBU2	FHLMC FH #865451 (44)	6.252000	06/01/2035	05/07/2008	\$2,000,000	\$25,441	\$26,876
31282R7F5	FHLMC FG M80894	4.500000	01/01/2011	06/29/2007	\$205,000	\$78,706	\$78,557
<b>18 Total Pledged To: WFMN 3502 0702 CITY OF FARGO</b>					<b>\$57,947,646</b>	<b>\$10,319,531</b>	<b>\$10,533,418</b>

The information contained herein, while believed to be reliable, is not guaranteed.

Printed 01/05/2009 12:37:25 PM



City of Fargo  
Attn: Kent Costin  
200 3<sup>rd</sup> St N  
Fargo, ND 58102-4809

Kent,

Due to the recent closing of your CD's we are requesting the City of Fargo to surrender the Bank Deposit Guaranty Bond of \$7,250,000.00 issued by Kansas Bankers Surety as well as the BancInsure bond of \$6,245,000.00.

We have enclosed the Notification of Change Letter for BancInsure. Please return this along with the surrendered Kansas Banker's Surety bond in the enclosed envelope. If you have any questions or concerns please call me at (701)364-9656.

Thank you,

Kelly Latozke  
Operations Support

Customer: 7018422381 First International Bank and Trust - Watford City, ND Pledge Report

Pledge Code: CTFG - 65 CITY OF FARGO (CTFG)

CUSIP	Ref	Description	SK Code	Intent	Maturity	PL Code	PL Face	PL Par	PL Book	PL Mkt
091608KP3	0504185065	BISMARCK N D PUB SCH DIST NO 1	BND	S	5/1/2011	CTFG	550,000.00	550,000.00	550,000.00	562,034.00
384587EK3	0511215079	GRAHAM CNTY ARIZ UNI SCH DIST	BND	S	7/1/2011	CTFG	70,000.00	70,000.00	71,490.05	75,249.30
384587EN7	0511215081	GRAHAM CNTY ARIZ UNI SCH DIST	BND	S	7/1/2011	CTFG	605,000.00	605,000.00	617,878.28	626,810.25
962727KD4	0306125083	WHEATON ILL	BND	S	12/1/2011	CTFG	475,000.00	475,000.00	479,613.38	488,604.00
408172CV4	0310095020	HAMILTON WIS SCH DIST PROM NTS	BND	S	4/1/2012	CTFG	375,000.00	375,000.00	376,202.10	387,682.50
403684BT9	0403035040	GWINNER N D TAX INCR REV	BND	S	5/1/2012	CTFG	270,000.00	270,000.00	270,000.00	267,904.80
103314JT6	0311075045	BRANDON VY S D SCH DIST NO 49-	BND	S	7/1/2012	CTFG	345,000.00	345,000.00	351,551.04	367,500.90
368190A95	0404195102	GAYLORD MINN	BND	S	12/15/2012	CTFG	285,000.00	285,000.00	285,000.00	286,898.10
60436PCW0	0511165059	MINOT N D HWY SER A	BND	H	10/1/2013	CTFG	255,000.00	255,000.00	255,000.00	265,526.40
604399LM5	0611165013	MINOT N D WTR & SWR UTIL RESV	BND	H	10/1/2013	CTFG	325,000.00	325,000.00	328,365.68	340,327.00
346752EA2	0401135015	FORT ATKINSON WIS SCH DIST	BND	S	4/1/2015	CTFG	735,000.00	735,000.00	732,148.59	761,136.60
933526KRS	0604035018	WAL WORTH CNTY WIS PROM NTS	BND	H	4/1/2015	CTFG	585,000.00	585,000.00	585,000.00	600,917.85
938701DS5	0604075027	WASHINGTON CNTY UTAH	BND	H	12/1/2015	CTFG	700,000.00	700,000.00	710,002.13	740,782.00
98480TAK5	0605055003	YANKTON CNTY S D LAW ENFORCEME	BND	H	12/1/2016	CTFG	420,000.00	420,000.00	423,421.03	423,729.60
38374L7E5	0712205012	GNMA 2005-71 AB	BND	S	9/20/2035	CTFG	4,720,000.00	2,898,417.81	2,932,441.47	2,965,868.05
Totals:							10,715,000.00	8,893,417.81	8,968,113.75	9,160,971.35

ACCOUNT NUMBER: 000025053600  
FARGO, ND REFUNDING ESCROW 1997  
(FORWARD SUPPLY AGREEMENT)

This statement is for the period from  
January 1, 2008 to December 31, 2008

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**MARKET VALUE SUMMARY**

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Current Period  
01/01/08 to 12/31/08

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Beginning Market Value	\$0.00
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Ending Market Value	\$0.00
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**MARKET VALUE SUMMARY MESSAGES**

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No activity qualifies for this statement period.

**ACCOUNT NUMBER: 000025053600**  
**FARGO, ND REFUNDING ESCROW 1997**  
**(FORWARD SUPPLY AGREEMENT)**

This statement is for the period from  
January 1, 2008 to December 31, 2008

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**ASSET DETAIL MESSAGES**

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No reportable securities for this statement period

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WELLS FARGO PLEDGE REPORT

COLLATERAL FOR: 0T6 FARGO, CITY OF

DATE: DECEMBER 31, 2008 DEPOSITORY INSTITUTION: WF CALIF

SK	SECURITY	SEQ. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE	MATURITY	MOODY	S AND P	MARKET VALUE
									*FITCH	
01	31409CV69	020967	2,300,000.00	1,683,852.61	FNCL 867437	6.00	05/01/36			1,735,492.33
01	31410BAL8	007645	16,880,000.00	12,642,614.11	FNCL 883911	6.00	05/01/36			13,030,332.74
01	31410MXS4	007846	22,000,000.00	17,729,848.62	FNCL 891789	6.00	06/01/36			18,273,580.53
01	31410NTX6	022403	2,625,000.00	1,713,566.90	FNCL 892566	6.00	07/01/36			1,766,117.88
01	31414B6E5	016737	5,590,000.00	4,858,655.27	FNCL 961769	6.00	02/01/38		AAA	5,006,899.64
*TOTAL XPL_CODE 0T6			49,395,000.00	38,628,537.51						39,812,423.12

**Bremer Bank of Fargo**  
Attn: Treasury Management  
P O Box 1000  
Lake Elmo, MN 55042

Phone: 1-800-537-0091, Option 1  
Email: BFSBusinessClientSer@bremer.com  
Fax: 651-734-4201

**City of Fargo**  
Attn: Steven Sprague  
200 N 3rd Street  
Fargo ND 58102

**Public Funds - Collateral Confirmation**

Wednesday, December 31, 2008

<b>Account Number:</b>	XXXXXX3442	<b>Balance:</b>	\$293.83	<b>Rate:</b>	0.2900 %	<b>Interest:</b>	\$0.00
<b>Collateral Description</b>		<b>CUSIP</b>		<b>Coupon</b>		<b>Par</b>	<b>Market</b>
GNMA POOL #3851	ND	36202EH44		5.50 %	5/20/2036	\$321.12	\$323.21
	<b>Market/Balance:</b>	<b>110.00 %</b>		<b>Total:</b>		<b>\$321.12</b>	<b>\$323.21</b>

**Summary**

<b>Account Number</b>	<b>Balance</b>	<b>Rate</b>
XXXXXX3442	\$293.83	0.2900 %
<b>Total:</b>	<b>\$293.83</b>	

o The Repurchase Agreement represented by this Confirmation is not a deposit and is not insured by the FDIC.  
o Ownership in the Purchased Securities will remain in effect through the end of the business day following the date on this Confirmation, or until new Purchased Securities are substituted by the Bank, whichever comes first.



## Metro Area Transit

650 23rd St. N.  
Fargo, ND 58102-4100  
Phone: 701-241-8140  
Fax: 701-241-8558

9

January 21, 2009

Board of City Commissioners  
City Hall - 200 N 3<sup>rd</sup> Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Division would like to enter in to an agreement with Fargo Senior Services for a Job Access Reverse Commute (JARC) grant. The grant is awarded by the Federal Transit Administration (FTA) to the City of Fargo Transit Department – the Transit Department will administer the grant to Fargo Senior Services to provide affordable transportation to low income, homeless, and welfare to work, for qualified individuals. The grant will allocate \$12,000 to Fargo Senior Services through the City of Fargo – Fargo Senior Services is required to contribute \$12,000 as match for the grant – the City of Fargo does not contribute monetarily to this grant. The agreement is from February 1, 2009 – January 31, 2010.

Fargo Senior Services is a part of a pilot project involving Cass County Social Services, Job Service ND, and SENDCAA (Southeast North Dakota Community Action Agency). Project participants are TANF eligible parents who do not have resources to bring their children to childcare on the way to/from work or training. Participants are chosen by Job Service ND and Fargo Senior Services provides transportation. The JARC match for the rides is provided by TANF funds through Cass County Social Services and CSBG funds through SENDCAA.

The requested motion is to approve the contract with Fargo Senior Services for JARC funded transportation to project participants.

Sincerely,

  
Julie Bommelman  
Transit Administrator  
City of Fargo

For Schedule Information: 701-232-7500

**AGREEMENT  
BETWEEN  
THE CITY OF FARGO  
AND  
FARGO SENIOR SERVICES  
FOR JOBS ACCESS AND REVERSE COMMUTE FUNDS**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of February, 2009 by and between the City of Fargo ("City") and Fargo Senior Services ("Contractor").

**WHEREAS:**

1. A number of Fargo Moorhead agencies involved in programs to help unemployed and under employed persons get to employment and job training opportunities jointly determined to seek funds from the federal government to expand these programs. The City submitted a consolidated application for grant funds to the federal government on behalf of these agencies.
2. The City has received a grant from the U.S. Department of Transportation ("USDOT"), Federal Transportation Administration ("FTA") for partial funding of projects located in the metropolitan area to implement transportation-related programs that facilitate the transition between public assistance and employment ("FTA Jobs Access and Reverse Commute Grant").
3. The Contractor has requested its allocated share of funding from the FTA Jobs Access and Reverse Commute Grant to conduct a grant project consistent with the City's regional application for FTA assistance.
4. The City and the Contractor desire to agree on the procedures for the Contractor to receive FTA Jobs Access and Reverse Commute Grant funds allocated to the City by the FTA.

**NOW, THEREFORE,** the City and the Contractor agree as follows:

**I. CONTRACTOR PERFORMANCE OF GRANT PROJECT**

**1.01 Grant Project Activities.** The Contractor agrees to perform and complete in a satisfactory and proper manner the grant project specified in Exhibit A ("Grant Project"), in accordance with the terms and conditions of this agreement.

**1.02 Use of Subcontractors.** The Contractor may engage subcontractors to perform Grant Project activities. However, the Contractor retains primary responsibility to the City for performance of the Grant Project and the use of such subcontractors does not relieve the Contractor from any of its obligations under this agreement.

If the Contractor engages any subcontractors to perform any part of the Grant Project activities, the Contractor agrees that the contract for such services shall include the following provisions. (Note: these requirements are in addition to other requirements for such contracts set forth in this agreement.)

- a. the subcontractor must maintain all records and provide all reporting as required by this agreement;
- b. the subcontractor must defend, indemnify, and save harmless the City from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable;

- c. the subcontractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the City as an additional insured, and provide to the Contractor prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage;
- d. the subcontractor must be an independent contractor for the purposes of completing the contracted work; and
- e. the subcontractor must acknowledge that the contract between the Contractor and the subcontractor does not create any contractual relationship between the City and the subcontractor.

**1.03 Material Representations.** The Contractor agrees that all representations contained in its application for grant assistance are material representations of fact upon which the City relied in awarding this grant and are incorporated by reference into this agreement.

## **II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS**

**2.01 Authorized Uses.** The Contractor is authorized to use the grant and matching funds awarded under this agreement only for costs directly incurred for the Grant Project activities specified in paragraph 1.01 and only during the Project Activity Period specified in paragraph 6.01. No other use of grant or matching funds is permitted.

### **2.02 [Reserved]**

**2.03 Unauthorized Uses of Grant Funds.** Grant and matching funds cannot be used by the Contractor:

- a. to purchase or lease land, buildings, or other interests in real property,
- b. to purchase equipment, machinery, supplies, or other personal property, or
- c. to pay overhead or indirect costs, legal fees, or permit, license, or other authorization fees, unless specifically approved in advance by the City's Transit Administrator.

Notwithstanding the provisions of this paragraph, Contractor may utilize grant and matching funds to lease vehicles necessary and proper for carrying out Grant Project activities. Grant and matching funds cannot be used by the Contractor to support the costs of planning or coordination activities, as restricted by section 5316 of SAFETEA-LU.

## **III. GRANT AMOUNT, MATCH, AND DISTRIBUTION**

**3.01 Estimated Project Amount.** The total estimated cost of the Grant Project identified in paragraph 1.01 is \$24,000. The JARC reimbursement for the project is \$12,000.

**3.02 Maximum Grant Amount.** The City awards to the Contractor a grant of up to \$12,000 ("Maximum Grant Amount") for the Grant Project. However, in no event will the City's obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount; or,
- b. fifty percent (50%) of actual total Grant Project expenditures.

**The City shall bear no responsibility for cost overruns which may be incurred by the Contractor in performance of the Grant Project.**

**3.03 Contractor's Match.** The Contractor has an obligation under this agreement to share in the costs of the Grant Project by providing at least a fifty percent (50%) cash match from sources other than the City, i.e., not less than \$12,000 against the Maximum Grant Amount. The eligibility and use of matching funds shall be governed by applicable federal law, regulations, and guidance.

**3.04 Distribution of Grant Funds.** Grant funds will be distributed by the City as follows:

- a. The Contractor must submit invoices to request reimbursement of Grant Project expenditures on a calendar monthly basis. Each reimbursement request must include an itemization of expenditures for which reimbursement is requested and must be submitted in a format prescribed by the City. The Contractor shall submit any additional data and information requested by the City to justify and support the Contractor's reimbursement request or as required by the federal government for reporting under the FTA Jobs Access and Reverse Commute Grant.
- b. Upon review and approval of the reimbursement request, the City will distribute to the Contractor the approved reimbursement request amount. The City may deny part or all of any reimbursement request if it believes that it is not warranted or justified.

No reimbursement payment will be made which would cause distribution of grant funds to exceed, cumulatively through such payment, the limits in paragraph 3.02. The City may withhold payment if the Contractor is not current in its reporting requirements under article V. Distribution of any funds or approval of any report is not to be construed as a City waiver of any Contractor noncompliance with this agreement.

**3.05 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the City that the Contractor has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the City, the Contractor agrees to promptly repay such amounts to the City.

**3.06 Reversion of Unexpended Grant Funds.** All funds granted by the City under this agreement that have not been expended for Grant Project activities taking place during the Project Activity Period shall revert to the City.

**3.07 Grant Contingent on Federal Funding.** The Contractor acknowledges and agrees that the City's payment of funds under this agreement is contingent on the City receiving grant funds from the USDOT. If, for any reason, USDOT reduces the amount of the City's FTA Jobs Access and Reverse Commute Grant, or otherwise fails to pay any part of the cost or expense of the Grant Project in this agreement, the Contractor agrees to pay those costs and expenses. The Contractor and its contractors and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Grant Project covered by this agreement in the event that USDOT does not pay the same and, in all events, agree to hold the City harmless from those claims and from any claims arising out of this agreement. Notwithstanding any other provisions of this agreement, in the event the FTA rescinds funding for the FTA Jobs Access and Reverse Commute Grant, the City may immediately terminate this agreement by written notice to the Contractor.

**IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Grant Project Costs.** All costs charged to the Grant Project, whether paid with grant funds or charged as the Contractor's match, must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Grant Project Information.** The Contractor agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: i) Contractor's performance under this agreement, and ii)

to the receipt and expenditure of all grant funds and the Contractor's match under this agreement. These documents shall include the property records required by article VIII of this agreement. The Contractor shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Contractor engages any contractors to perform any part of the Grant Project activities, the Contractor agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of such information in accordance with paragraph 4.03.

**4.03 Audit.** The accounts and records of the Contractor relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Contractor are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the City, the Legislative Auditor and/or State Auditor in accordance with subdivision 5, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

## **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Quarterly Reports.** Contractor shall submit quarterly reports to the City – each report is due within twenty (20) calendar days after the end of each calendar quarter. The City will prescribe the format of such reports and the information to be provided in the reports in order to meet federal reporting requirements.

**5.02 Final Report.** Upon completion of the Grant Project and not later than sixty (60) calendar days after the end of the Project Activity Period, the Contractor must submit a final report to the City describing the activities and expenditures for the Grant Project and containing a final accounting of grant and matching expenditures. The final report must include inventory of Grant Project property as required by article VIII of this agreement.

**5.03 Content of Reports; Copies.** The Contractor agrees to report completely and to provide the City with any additional or follow-up information as may be requested by the City. The Contractor agrees to provide copies of the reports specified in paragraphs 5.01 and 5.02 to organizations and individuals upon request during the term of this agreement.

**5.04 Other Monitoring Activities.** To assist the City in monitoring compliance with this agreement, the Contractor agrees to attend Contractor meetings as requested by the City and to permit site visits by City staff, during business hours, upon reasonable notice. The Contractor agrees to submit to the City a copy of any promotional information regarding the Grant Project disseminated by the Contractor during the term of this agreement.

**5.05 Changed Conditions.** The Contractor agrees to notify the City immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the Contractor's ability to perform the Grant Project in accordance with the terms of this agreement.

**5.06 Special Reporting Requirements.** The City is required to report to the FTA regarding the FTA Jobs Access and Reverse Commute Grant Program activities. Accordingly, the Contractor agrees to provide the City with any additional or follow-up information reasonably requested by the City, in order to meet the City's FTA reporting requirements.

## **VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION; INDEMNIFICATION**

**6.01 Grant Project Activity Period.** The Contractor agrees to complete all Grant Project activities during the period from February 1, 2009 through January 31, 2010 ("Project Activity Period"). Grant funds may not be used by Contractor to reimburse costs for any Grant Project activities taking place before the beginning or after the end of the Project Activity Period. Grant funds may be used by Contractor to reimburse costs for any Grant Project activities taking place before the effective date of this agreement but only if such activities occurred during the Project Activity Period.

**6.02 Term.** The term of this agreement shall extend from the effective date of this agreement to a date sixty (60) calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

**6.03 Termination.** At any time during which this agreement is in effect, it is specifically provided that either party may terminate this contract with or without cause by giving written notice to the other party not less than thirty (30) calendar days prior to the effective date of any such termination. The City shall be entitled to terminate this agreement for cause, "cause" being defined as any of the circumstances as set forth in Subsections A, B, and C below. The City shall notify Contractor of the termination of this agreement for cause by providing Contractor a written notice of intention to terminate thirty (30) days in advance of the actual date of termination and Contractor agrees that City may so terminate without being in default under this Agreement and waives any right or action for damages or other relief Contractor may have arising out of such termination.

Subsection A. Insufficient Federal, State, or Local Funding. City shall have the right to terminate this Agreement in the event the City Commission of the City of Fargo determines at any time insufficient federal, state, or local funding exists for the City to operate its transit vehicles as part of the Fargo-Moorhead metropolitan area transit system.

Subsection B. Legal Impossibilities/Regulatory Prohibitions. City shall have the right to terminate this Agreement in the event the City Commission of the City of Fargo determines at any time not to operate transit vehicles as part of the Fargo-Moorhead metropolitan area transit system due to legal impossibilities or regulatory prohibitions imposed by state or federal agencies or commissions.

Subsection C. Best Interest of City. City shall have the right to terminate this Agreement in the event the City Commission of the City of Fargo determines at any time that it is not in the best interest of the City to operate its transit vehicles as part of the Fargo-Moorhead metropolitan area transit system.

Upon such termination Contractor shall be entitled to compensation for Grant Project activities in accordance with this agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in paragraph 3.02.

**6.04 Termination by City for Noncompliance.** If the City finds that there has been a failure to comply with the provisions of this agreement, the City may terminate the agreement at any time

following seven (7) calendar days written notice to the Contractor and upon failure of the Contractor to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. At the City's option, the City may cease payment of invoices during any period in which the Contractor is not in compliance with this agreement. If the City finds that the Contractor's noncompliance is willful and unreasonable, the City may terminate or rescind this agreement and require the Contractor to repay the grant funds in full or in a portion determined by the City. Nothing herein shall be construed so as to limit the City's legal remedies to recover grant funds.

**6.05 Effect of Grant Project Closeout or Termination.** The Contractor agrees that Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Contractor by this agreement. Grant Project closeout or termination of this agreement does not alter the City's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Contractor's obligation to return any funds due to the City as a result of later refunds, corrections, or other transactions.

**6.06 Indemnification.** Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability arising out of Contractor's performance under this contract or attempted performance of the provisions hereof, excepting any and all claims demands, damages, costs, expenses, judgments, or liability arising out of Contractor's performance and excepting any and all claims, demands, costs, expenses, judgments. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or judgments resulting from the negligence or willful misconduct of City.

## VII. CONTACT PERSONS; PROJECT MANAGER

**7.01 Contact Persons.** The authorized contact persons for receipt of notices, reports, invoices, and approvals under this agreement are the following:

<b>CITY:</b>	<b>CONTRACTOR</b>
Julie Bommelman	Paul Grindeland
Transit Administrator	Director of Transportation
City of Fargo	Fargo Senior Services
650 23 <sup>rd</sup> St N	2801 32 <sup>nd</sup> Ave S
Fargo ND 58102	Fargo ND 58108

or such other person as may be designated in writing for itself by either party.

**7.02 City's Project Manager.** The City's Project Manager for purposes of administration of this agreement is the contact person listed for the City in paragraph 7.01, or such other person as may be designated in writing by the City's Transit Administrator. However, nothing in this agreement will be deemed to authorize the Project Manager to execute amendments to this agreement on behalf of the City.

## VIII. GRANT PROPERTY

**8.01 Federal Property Requirements.** If any property is acquired or constructed with grant funds under this agreement, the title, acquisition, use, management, and disposition of such property shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- 49 C.F.R. Parts 18.31, 18.32, and 18.33  
([www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html))
- *FTA Master Agreement* ([www.fta.dot.gov/library/legal/agree.htm](http://www.fta.dot.gov/library/legal/agree.htm))
- *FTA Circular 5010.1C* ([www.fta.dot.gov/library/policy/5010.1C/cover.htm](http://www.fta.dot.gov/library/policy/5010.1C/cover.htm))

The listed documents are incorporated by reference into this agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Contractor, from the City.

## **IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this agreement.

**9.02 Assignment Prohibited.** Except as provided in paragraph 1.02, the Contractor shall not assign, subgrant, contract out, sublet, or transfer any Grant Project activities without receiving the express written consent of the City. The City may condition such consent on compliance by the Contractor with terms and conditions specified by the City.

**9.03 Indemnification.** The Contractor assumes liability for and agrees to defend, indemnify and hold harmless the City, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Contractor or Contractor's employees, agents, or subcontractors.

**9.04 Grant Project Data.** The Contractor agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by Contractor. The Contractor shall comply with North Dakota Century Code, in administering data under this agreement.

**9.05 Nondiscrimination.** The Contractor agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Contractor agrees not to discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

**9.06 Acknowledgment.** The Contractor shall appropriately acknowledge the grant assistance made by the City and the FTA under this agreement in any promotional materials, reports, and publications relating to the Grant Project.

**9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** The Contractor agrees to conduct the Grant Project in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the Grant Project.

**9.08 Workers Compensation; Tax Withholding.** The Contractor represents that it is compliance with the workers compensation coverage requirements of North Dakota Century Code, and

that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of North Dakota Century Code.

**9.09 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent jurisdiction in Cass County North Dakota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of North Dakota.

**9.10 Breach of Contract and Dispute Resolution.**

- a. Disputes will be presented in writing to the appropriate CITY personnel – the Fargo Transit Administrator. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract. If the Transit Administrator and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator’s decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing. **The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.**
- b. Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

**X. GENERAL FEDERAL REQUIREMENTS**

**10.01 Federal Requirements.** This grant is funded in whole or in part by the United States Department of Transportation, Federal Transit Administration. The requirements in this article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this agreement. If any requirement in this article is inconsistent with a provision found elsewhere in this agreement and is irreconcilable with such provision, the requirement in this article shall prevail.

**10.02 Incorporation of Specific Federal Requirements.** Specifically, and without limitation, the Contractor agrees to comply with the federal requirements set forth in Exhibit B and agrees to require, unless specifically exempted, subrecipients (if authorized) and third party contractors at every tier to comply with the same.

**10.03 Federal Certifications and Assurances; Execution and Incorporation.** The Contractor agrees to comply with the current federal *Fiscal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements*. The Contractor must comply with all applicable provisions as part of this agreement. During the term of this agreement, the Contractor shall annually review the most current federal certifications and assurances document.

**10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference.** The Contractor agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements which may be applicable to this grant. In particular, and without limitation, the Contractor agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Grant Project activities:

- *FTA Master Agreement* ([www.fta.dot.gov/library/legal/agree.htm](http://www.fta.dot.gov/library/legal/agree.htm))
- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 ([www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html))
- *Grant Management Guidelines*, FTA Circular 5010.1C ([www.fta.dot.gov/library/policy/5010.1C/cover.htm](http://www.fta.dot.gov/library/policy/5010.1C/cover.htm))
- *Job Access Reverse Commute Program Competitive Grants*, 63 Federal Register 60,167 (November 6, 1998) ([www.fta.dot.gov/wtw/fr11698c.html](http://www.fta.dot.gov/wtw/fr11698c.html))

The listed documents are incorporated by reference into this agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Contractor, from the City.

**10.05 Third Party Contracts.** If the Contractor decides to fulfill any of its obligations or duties under this agreement through a third party contract to be paid for by funds received under this agreement, Contractor agrees to the following provisions. (Note: these requirements are in addition to other requirements for such contracts set forth in this agreement.)

- a. **Compliance with Federal Procurement Requirements.** Contractor will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1E ([www.fta.dot.gov/library/policy/tpcrpc.htm](http://www.fta.dot.gov/library/policy/tpcrpc.htm)), which document is incorporated by reference into this agreement. A copy of this document is available at the internet website indicated or, upon request by the Contractor, from the City.
- b. **Certification of Contractor's Procurement System.** Contractor certifies that its procurement system complies with the standards described in the previous paragraph.
- c. **City Approval of Contracts.** The Contractor shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from the City's Project Manager.
- d. **Inclusion of Provisions in Lower Tier Contracts.** The Contractor agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier subcontract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this agreement.

**Disadvantaged Business Enterprise (DBE):** In the performance of this agreement, the Contractor shall cooperate with the City of Fargo in meeting its goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to insure that such business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement.

In accordance with US DOT regulations, all subcontracts must include the following statement of DBE policy:

1. **DBE Policy:** It is the policy of the Department of Transportation that disadvantage business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this agreement.
2. **DBE Obligation:** The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 40 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all recipients or contracts shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure the disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

**10.07 Provisions Subject to Change.** The Contractor acknowledges that federal requirements in this article X are subject to change and agrees that the most recent of these requirements shall govern this agreement at any particular time.

**10.08 No Federal Obligation.** This grant is financed by federal funds. However, payments to the Contractor will be made by the City. The United States is not a party to this agreement and no reference in this agreement to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this agreement. The Contractor shall include this clause in any contracts or agreements under this agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

CONTRACTOR \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CITY OF FARGO  
Date \_\_\_\_\_  
By \_\_\_\_\_  
Dennis R. Walaker, Mayor

Approved as to form:  
Date \_\_\_\_\_  
Steve Sprague, City of Fargo Auditor

**LIST OF EXHIBITS**

<b>Exhibit</b>	<b>Description</b>
A	Grant Project Description
B	Specific Federal Clauses

**EXHIBIT A  
GRANT PROJECT DESCRIPTION**

**Pilot Project:** Job/Training with Childcare Transportation

**Transportation Provider:** Fargo Senior Services

**Purpose:** The purpose of the project is to help TANF recipients who are employed or in a training program with transportation, including a stop at a childcare provider, on their way to/from work. This project is for TANF recipients with childcare only.

**Participants:** TANF recipients referred to the project by Cass County Social Service or Job Service of North Dakota.

**Service Provided:** Transportation to/from employment or a training program for a Fargo resident and his/her child(ren) involved with a childcare provider. The transportation service will provide project eligible rides for each family participating in the program. Up to 4 families at one time will be eligible for the project.

**Project Funding:** There are three sources of funding for this project for each family.

\$125 per month from Cass County Social Service (TANF program)

\$100 per month from SouthEastern ND Community Action Agency (SENDCAA) CSBG funds (for 6 months) A grant proposal to the Otto Bremer Foundation was submitted to continue funding after the CSBG funds have been expended.

\$225 per month match from City of Fargo JARC funds

**\$450 Total per month, per family**

**Maximum Expense:** If 4 families are participating in a month, the maximum expense would be **\$1,800 per month** (\$400 CSBG, \$500 TANF, \$900 JARC). The maximum for 4 families per month for one year would be \$21,600. The project will start with a few families at the beginning of the project.

**Project Timeline:** February 1, 2009 – January 31, 2010

**Pilot Project Administration:**

1. Cass County Social Services and Job Service will designate eligible participants for the program and communicate with Fargo Senior Services to maintain an accurate participant list.
2. Cass County Social Services will provide participant information necessary for the CSBG and JARC program.
3. Metro Area Transit will have Fargo Senior Services sign a contract to receive JARC funds. Fargo Senior Services must follow guidelines necessary to receive JARC funding.
4. Fargo Senior Services will provide project eligible rides for each family participating in the program.
5. The participant will be responsible for arranging eligible rides with Fargo Senior Services once the referring agency determines them eligible.

**Final Report for JARC:**

1. The number of one-way rides. For example, a trip from home to the childcare provider is one ride and the trip from the childcare provider to the jobsite is one ride.
2. The destination of each ride, including childcare provider and jobsite or training.
3. Number of revenue hours for project.
4. Number of vehicles used for the project.
5. Average seats per vehicle.
6. Accomplishments/Successes and lessons learned.

GRANT PROJECT DESCRIPTION page 2

**Billing procedure for JARC funds from the City of Fargo:**

1. Each month Fargo Senior Services will send an invoice to the City of Fargo identifying the number of JARC rides given and identify the funds used as match for the JARC funds. A ride is origin to destination (e.g. home to daycare is one ride; daycare to work is one ride). The JARC match per family participating in the program is \$225 per month.
2. The City of Fargo will send the JARC payment to Fargo Senior Services within 30 days.

**EXHIBIT B**

**SPECIFIC FEDERAL CLAUSES**

(For the purposes of this exhibit, the term "CONTRACTOR" shall refer to the "Contractor")

**1. Fly America Requirements.** The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**2. Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

**3. Access to Records and Reports.** The Contractor agrees to provide the CITY, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight (PMO) contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce such documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In addition to any requirements for maintenance of project records and documents in other sections of this Contract, Contractor agrees to maintain such records and documents until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all litigation, appeals, claims or exceptions arising from the performance of this Contract.

**4. Federal Changes.** The Contractor shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the CITY and FTA. The Contractor's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.

**5. Recovered Materials.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR part 247.

**6. No Obligation by the Federal Government.** The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of this Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

**7. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.*, and USDOT regulations, “*Program Fraud Civil Remedies*,” 49 CFR part 31, apply to its actions pertaining to this contract. Upon execution of this contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

**8. Civil Rights.** The following requirements apply to this Contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
  - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 42 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by

Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 532, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3. **Inclusion in Subcontracts.** The Contractor agrees to include the requirements of this Section 15.08 in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

**10. Incorporation of FTA Terms.** Specific provisions in this contract include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in 49 CFR section 18.36 and FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

**11. National Intelligent Transportation Systems Architecture and Standards.** To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

**12. Clean Water.** The provisions of this section 15.11 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**13. Certification of Restrictions on Lobbying; Disclosure.** The provisions of this Section 15.12 apply only if the amount of this contract (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

The Contractor certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Contractor for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ("Lobbying Restriction Certification") submitted by Contractor in connection with this project is incorporated in, and made a part of, this contract.

The Contractor further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the Contractor in this agreement, the Contractor shall complete and submit to the City, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor certifies that it will require the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000.00 under this agreement, and that all subcontractors shall certify and disclose accordingly to the Contractor. All certifications and disclosures shall be forwarded to the City by the Contractor.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by Contractor in connection with this project and incorporated in, and made a part of, this contract) are material representations of fact upon which the City relies when this contract is made.

**14. Clean Air.** The provisions of this section 15.13 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**15. Integrity Certification.** The provisions of this section 15.14 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

By signing this contract, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency. This certification is a material representation of fact upon which the City relies in entering this contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Contractor shall provide to the City immediate written notice if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



## Memorandum

**Date:** 22 January 2009  
**To:** Board of Commissioners, City of Fargo  
**From:** Robert C. Stein  
**Re:** Parking Service Agreement Amendment

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The agreement with Parking Service for operations of the City's parking system was recently updated to reflect a 1.1% increase in the Consumer Price Index for the period November 2007 – November 2008. This update was previously approved by City Commission action in 2006.

The contract with Parking Service also states that the City will "furnish a location for dumping snow removed from the parking facilities". In past years the designated location has been the area east of 2<sup>nd</sup> Street and 4<sup>th</sup> Avenue near the Red River. Due to the high volume of snowfall this season, the Street Department has ceased hauling snow to this location and has made a another location available. Unfortunately this location is much further away and the associated costs of hauling the snow have also increased. Parking Service and City staff have agreed to an additional \$5,000 to compensate for these unforeseen costs.

The attached Amendment reflects this agreement.

**Suggested Action: to approve Addendum 1 to the agreement between Parking Service and the City of Fargo which provides for an additional \$5,000 in compensation for unforeseen snow hauling costs.**

ADDENDUM 1  
TO THE  
2009 AGREEMENT BETWEEN PARKING SERVICE AND THE CITY OF FARGO  
FOR  
THE PROVISION OF PARKING OPERATIONS AND MAINTENANCE SERVICES

In accordance with the provisions of the agreement between Parking Service and the City of Fargo for the provision of parking operations and maintenance services dated January 26, 2009, the following change is mutually agreed upon:

Section 11. Compensation for services will include an additional \$5,000 for the current contract year (February 2009 – January 2010) to defray additional costs incurred by Parking Service for hauling snow. This increase was due to the change in acceptable snow dumping sites mandated by the City.

All other provisions of the agreement and any other addenda remain in effect and unchanged.

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

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



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Fargo Cass Public Health

**FARGO CASS PUBLIC HEALTH**  
401 Third Avenue North  
Fargo, ND 58102  
Phone 701-241-1360  
Fax 701-241-8559  
[www.cityoffargo.com/health](http://www.cityoffargo.com/health)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 15, 2009**

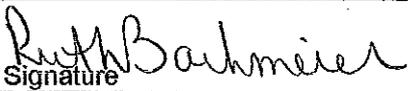
**RE: PURCHASE OF SERVICE AGREEMENT WITH THE NORTH**  
**DAKOTA DEPARTMENT OF HEALTH**  
**CONTRACT NO: PF08-235 CFDA NO. 93.116**

This is a request to approve the attached agreement with the North Dakota Department of Health to direct Tuberculosis screening activities.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the North Dakota Department of Health contract for Tuberculosis screening activities.

RB/LA  
Enclosure

Page 88 Contract No. PF08-235		CFDA No. 93.116		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200	
<b>Contract Period</b> From: January 1, 2009		Through: December 31, 2009		<b>Type: Purchase of Service Agreement (SFN53772)</b>	
<b>This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.</b>					
<b>Title of Project/Program:</b> TB Program/Targeted Testing and Treatment of Latent TB Infection				<b>Health Dept. Grant Code:</b> HLH039	
<b>Contractor Name and Address:</b> Fargo Cass Public Health 401 Third Avenue North Fargo, ND 58102-4839			<b>North Dakota Department of Health Program Director:</b> Krissie Guerard, TB Program Manager Division of Disease Control 600 East Boulevard Ave – Dept 301 Bismarck, ND 58505-0200		
Contact Name: Ruth Bachmeier, Director of Public Health Telephone: 701.241.1360			Telephone: 701.328.2378		
<b>Financial Information</b>		<b>Dept of Health Cost Share</b>		<b>Contractor Cost Share</b>	
Amount of Financial Assistance		\$14,800		\$0	
Previous Funds Awarded		\$0		\$0	
Total Funds Awarded to Date		\$14,800		\$0	
<b>Scope of Service:</b> Contractor agrees to: (1) direct TB screening activities <u>only</u> to populations determined at <u>high-risk*</u> for TB within the jurisdiction; (2) provide appropriate referral and follow-up for persons identified with latent TB infection; (3) conduct all activities in concurrence with the Centers for Disease Control and Prevention (CDC) and the health department recommendations and guidelines; (4) conduct all activities with the involvement of health care professionals trained and/or experience with TB screening procedures; and (5) submit the <i>TB Surveillance Report and Request for Reimbursement</i> on a quarterly basis no later than 15 days after the end of each quarter and other documentation as requested by the TB Program.					
<b>Reporting Requirements:</b> Expenditure report for the period ending December 31, 2009 must be received by February 15, 2010.					
<b>Special Conditions:</b> *High-risk populations under this contract include: refugees, migrants, or recent arrivals from high-prevalence countries; high-risk racial/ethnic populations within the jurisdiction; the homeless; injection drug users; recent contracts of an active TB case, residents and employees of high-risk congregate setting (i.e., jail/prison populations, nursing homes and other long-term facilities for the elderly, hospitals and other health-care facilities, residential facilities and homeless shelters); mycobacterium laboratory personnel; and persons with clinical conditions that place them at high risk (i.e., people living with HIV/AIDS, other immunosuppressive conditions, or persons with an abnormal chest x-ray, etc.)					
This contract is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only <input type="checkbox"/> Requirements Received] (2) applicable Federal and State regulations.					
<b>Evidence of Contractor's Acceptance</b>			<b>Evidence of Departmental Acceptance</b>		
Signature 		Date January 15, 2009	Signature		Date
Typed Name and Title of Authorized Representative Ruth Bachmeier Director of Public Health			Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer		
Signature		Date	Signature		Date
Typed Name and Title of Authorized Representative Dennis R. Walaker Mayor, City of Fargo			Typed Name and Title of Authorized Representative Kirby Kruger, Director Division of Disease Control		

Contractor: All attachments if referenced in the scope of service must be returned with the signed contract. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.



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Fax 701-241-8559  
[www.cityoffargo.com/health](http://www.cityoffargo.com/health)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 19, 2009**

**RE: PURCHASE OF SERVICE AGREEMENT FOR HIV**  
**COUNSELING, TESTING AND REFERRAL**  
**NORTH DAKOTA DEPARTMENT OF HEALTH**  
**CONTRACT NO. PF08-246 CFDA NO. 93.943**

The attached Purchase of Service Agreement with the North Dakota Department of Health is for an HIV counseling, testing and referral program.

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

**Suggested Motion:** Move to approve the HIV counseling, testing and referral contract.

RB/LA  
Enclosure

<b>Contract No.</b> PF08-246		<b>CFDA No.</b> 93.943		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200	
<b>Contract Period</b> From: January 1, 2009		Through: December 31, 2009		<b>Type: Purchase of Service Agreement (SFN53772)</b>	
<b>This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.</b>					
<b>Title of Project/Program:</b> HIV Counseling, Testing and Referral (HIV CTR) <b>Health Dept. Grant Code:</b> HLH037					
<b>Contractor Name and Address:</b>  <b>Fargo Cass Public Health</b> 401 - 3 <sup>rd</sup> Avenue North Fargo, ND 58102-4839  Contact Name: Ruth Bachmeier, Interim Administrator Telephone: 701.241.1360			<b>North Dakota Department of Health Program Director:</b>  Krissie Guerard, HIV/AIDS/TB Program Director ND Department of Health Division of Disease Control 600 East Boulevard Ave.-Dept 301 Bismarck, ND 58505-0200  Telephone: 701.328.4555		
<b>Financial Information</b>	<b>Dept of Health Cost Share</b>	<b>Contractor Cost Share</b>	<b>Total Project/Program Costs</b>		
Amount of Financial Assistance	See Remarks	\$0	See Remarks		
Previous Funds Awarded	\$0	\$0	\$0		
Total Funds Awarded to Date	See Remarks	\$0	See Remarks		
<b>Scope of Service:</b> The contractor agrees to: (1) January through March, 2009: Collect and provide oral fluid or blood specimens to the Department of Health Laboratory Services Division-Microbiology using the most recent HIV Serology Form; (2) Beginning April 1, 2009 will begin rapid HIV testing; (3) provide pre-test and post-test counseling to individuals requesting HIV testing at a time and place appropriate for both provider and client; (4) submit the <i>HIV Quarterly Activity Report</i> to the HIV/AIDS Program no later than 15 days after the end of each quarter; (5) file necessary records consistent with the HIV/AIDS Program Security Policy; (6) conduct evaluative activities as requested by the health department; (7) participate in HIV CTR site meetings, trainings and other activities as requested by the HIV/AIDS Program.					
<b>Reporting Requirements:</b> Monthly expenditure reports and progress reports are due 15 days after the end of each month. Reimbursement will be processed upon Department approval of expenditure and progress reports. <b>The final expenditure report ending December 31, 2009 must be received by February 15, 2010.</b>					
<b>Special Conditions:</b> See attachment.  \$101,200 has been allocated for reimbursement for HIV CTR services rendered by all contract sites throughout the contract period.  Financial obligation of the Department is contingent upon funds being made available by the US Department of Health and Human Services.					
<b>This contract is subject to the terms and conditions incorporated either directly or by reference in the following:</b> <b>(1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only <input type="checkbox"/> Requirements Received] (2) applicable Federal and State regulations.</b>					
<b>Evidence of Contractor's Acceptance</b>			<b>Evidence of Departmental Acceptance</b>		
		January 19, 2009	Signature		Date
Signature		Date	Signature		Date
<b>Typed Name and Title of Authorized Representative</b> Ruth Bachmeier Director of Public Health			<b>Typed Name and Title of Authorized Representative</b> Arvy Smith, Deputy State Health Officer		
Signature		Date	Signature		Date
<b>Typed Name and Title of Authorized Representative</b> Dennis R. Walaker Mayor, City of Fargo			<b>Typed Name and Title of Authorized Representative</b> Kirby Kruger, Director Division of Disease Control		

Contractor: All attachments if referenced in the scope of service must be returned with the signed contract. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.


**Public Health**

Prevent. Promote. Protect.

Fargo Cass Public Health

**FARGO CASS PUBLIC HEALTH**  
**401 Third Avenue North**  
**Fargo, ND 58102**  
**Phone 701-241-1360**  
**Fax 701-241-8559**  
**www.cityoffargo.com/health**

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

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: RUTH BACHMEIER**  
**DIRECTOR OF PUBLIC HEALTH**  
**DATE: JANUARY 19, 2009**  
**RE: NOTICE OF GRANT AWARD WITH NORTH DAKOTA DEPARTMENT**  
**OF HEALTH**  
**CONTRACT NO. 08-959 CFDA NO. 93.991**

The attached grant agreement with the North Dakota Department of Health for \$1,600 is to support a Moving More, Eating Smarter community program. The following budget adjustments are required:

**Expenses**

Marketing	101-6035-451-34-20	\$1,400
General Supplies	101-6035-451-61-40	\$ 200

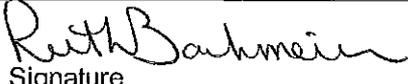
**Revenue**

North Dakota Department of Health	New Number Grants	\$1,600
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If you have any questions please call me at 241-1380.

**Suggested Motion:** Move to approve the grant agreement with the North Dakota Department of Health to support the Moving More, Eating Smarter community program.

RB/LA  
 Enclosures

<b>Contract No.</b> 08-959 <b>CFDA No.</b> 93.991		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 <b>Type: NOTICE OF GRANT AWARD (SFN53771)</b>	
<b>Contract Period</b> From: 1/30/09		Through: 9/30/09	
<b>This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.</b>			
<b>Title of Project/Program:</b> Moving More, Eating Smarter Communities Program <b>Health Dept. Grant Code:</b> 4531 HLH014 06			
<b>Contractor Name and Address:</b>  Fargo Cass Public Health 401 3rd Avenue N. Fargo, ND 58102-4839  Contact Name: Kim Lipetzky Telephone: 701.241.8195		<b>North Dakota Department of Health Program Director:</b> Deanna Askew Division of Nutrition and Physical Activity 600 E. Boulevard Ave – Dept 301 Bismarck, ND 58505-0200  Telephone: 701.328.4568 Fax: 701.328.1412	
<b>Financial Information</b>	<b>Dept of Health Cost Share</b>	<b>Contractor Cost Share</b>	<b>Total Project/Program Costs</b>
Amount of Financial Assistance	\$1,600	\$0	\$1,600
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$1,600	\$0	\$1,600
<b>Scope of Service:</b> Contractor agrees to use grant funds solely to support the local healthy eating and physical activity coalition in implementing program goals as per the attached budget: 1.) To encourage North Dakotans to move more on most days of the week and 2.) To encourage North Dakotans to make smart choices from every food group. Contractor agrees to use funds to continue to build local capacity and enhance and/or expand their local healthy eating and physical activity community activities.			
<b>Reporting Requirements:</b> Contractor agrees to submit a written report of completed activities/projects by November 15, 2009. Final expenditure report for the period ending June 30, 2009 must be received by July 15, 2009. Final expenditure report for the period ending September 30, 2009 must be received by November 15, 2008. Reimbursement will be processed after Department approval of expenditure report and activities/projects report.			
<b>Special Conditions:</b> <b>This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.</b>			
<b>This contract is subject to the terms and conditions incorporated either directly or by reference in the following:</b> (1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only <input type="checkbox"/> Requirements Received] (2) applicable Federal and State regulations.			
<b>Evidence of Contractor's Acceptance</b>		<b>Evidence of Departmental Acceptance</b>	
 Signature	January 19, 2009 Date	Signature	Date
<b>Typed Name and Title of Authorized Representative</b> Ruth Bachmeier Director of Public Health		<b>Typed Name and Title of Authorized Representative</b> Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
<b>Typed Name and Title of Authorized Representative</b> Dennis R. Walaker Mayor, City of Fargo		<b>Typed Name and Title of Authorized Representative</b> Colleen Pearce, Director Division of Nutrition and Physical Activity	

Contractor: Attachments if referenced in the scope of service must be returned with the signed contract. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.



January 16, 2009

To: Board of City Commissioners

From: Tim Dirks, Director  
Fargo Public Library

Change order 001 represents the adding of the amount awarded to Hannaher's for the purchase of office furniture, per Interior office and library furnishings proposal award letter dated 11.24.2008, with the contract amount awarded as part of the original bid round for the public furnishings per the Bid Awards Memo Dated 9.18.2009.

**Recommended motion:** To approve Change order 001 to the FF&E contract with Hannaher's in the amount of \$141,153.18.

**Attachments:**

Bid Awards Memo Dated 9.18.2009

Interior office and library furnishings proposal award letter dated 11.24.2008

AIA Document G701 – 2001 Change Order 001

# DRAFT AIA Document G701™ - 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input checked="" type="checkbox"/>
Fargo Main Public Library	<b>DATE:</b> December 30, 2008	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
102 North 3rd Street		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
Fargo, ND 58102		<b>FIELD:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 2005025	<b>OTHER:</b> <input type="checkbox"/>
Hannaheer's	<b>CONTRACT DATE:</b> October 24, 2008	
4324 20 <sup>th</sup> Ave SW	<b>CONTRACT FOR:</b> FF&E	
Fargo, ND 58103		

All References to Contractor shall refer to Vendor as stated in the Contract A151-2007

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Amending AIA Document A151 - 2007

Standard Form of Agreement between Owner and Vendor fo Furniture, Furnishings and Equipment

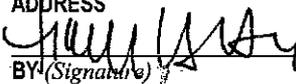
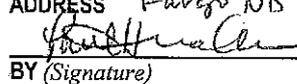
The original Contract Sum was	\$ 19,270.90
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 19,270.90
The Contract Sum will be increased by this Change Order in the amount of	\$ 141,153.18
The new Contract Sum including this Change Order will be	\$ 160,424.08

The Contract Time will be unchanged by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 13, 2009

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

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

Meyer, Scherer & Rockcastle, Ltd.	Hannaheer's	City of Fargo (Dennis Walakar-Mayor)
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
701 South 2nd Street, Minneapolis, MN 55401	4324 20th Ave. SW	
<b>ADDRESS</b>	<b>ADDRESS</b> Fargo ND 58103	<b>ADDRESS</b>
		
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
Traci Lesneski	Paul Hannaheer	
(Typed name)	(Typed name)	(Typed name)
12/30/08	1/7/09	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



Meyer Scherer & Rockcastle, LTD  
710 South 2nd Street, 7th Floor  
Minneapolis, MN USA 55401-2294

612 375 0336 T 612 342 2216 F  
www.msrltd.com

Architecture & Interior Design

18 September 2008

Mr. Timothy Dirks  
Director  
Fargo Public Library  
4630 15<sup>th</sup> Avenue North  
Fargo, ND 58102

Re Bid Awards; Fargo Main Library Furnishings & Shelving

Dear Tim,

It is my pleasure to inform you that the bids for the Interior Furniture package for the Fargo Main Library are well below the budgeted amount for the items bid. In summary, the budget for the items on which we received bids including escalation, installation and contingency was \$675,070.00. Bids for these items came in at \$502,611.09, which is \$172,458.91 under budget.

Thirteen dealers bid on the project. Of those thirteen dealers, eight qualify as the low bidder on at least one of the twenty-eight groups available to bid upon. Of the twenty-eight groups, only one received no bids. Our suggestion is to contact the list of bidders who will be awarded contracts and ask them for a proposal for that work (Group AA Refurbished Furniture estimated value \$1,317).

Upon review, confirmation and clarification of several items in the bids, the actual low bidders are as follows:

BIDDER	GROUP(S)	BID TOTAL
Brown & Saenger	A, B, C, E, F, G, H, J, K, N, O, P, Q, T, W	\$160,655.64
Christianson's Business Furniture, Inc.	U	\$1,578.11
Demco Library Interiors	I	\$124.00
Direct Office Solutions	--	\$0.00
Embury, Ltd.	R, Y, Z	\$280,140.54
Function Furniture, Ltd.	E, BB	\$10,968.26
Haldeman-Homme, Inc./Anderson Ladd	--	\$0.00
Haldeman-Homme, Inc.	--	\$0.00
Hannaher's, Inc.	D, L, X	\$25,329.79
InterOffice (MBA Development Company dba)	S	\$9,994.75
Jones Library Sales	M, V	\$13,820.00
Mid-America Business Systems & Equipment, Inc.	--	\$0.00
R&S Casework, Inc.	--	\$0.00
----	AA	\$0.00
	TOTAL	\$502,611.09

Please see the Bidder's Tabulation Form (attached) for more detailed information regarding the bid totals.

We approved several substitutions prior to the bid date through our Addenda. All bidders were offered the opportunity to submit proposals on these substitutions. For our project, there are two areas in which we should consider accepting substitutions to our specified items in order to lower the cost of the furniture:

- a) Two bidders bid a substitution for Group C. This substitution was offered as an opportunity for bidding to all bidders (Addendum 3). Accepting the low bidder for this substitution would save \$807.99.
- b) One bidder bid a substitution for Group E. This substitution was offered as an opportunity for bidding to all bidders (Addendum 3). Accepting the substitution would save \$10,091.57.

If we take the above recommended actions, we will lower our Contract Amount to \$491,711.53 (from \$502,611.09).

Our recommendation is to take the above actions and make the following awards:

Brown & Saenger: \$131,377.13 Contract (Groups A, B, F, G, H, J, K, N, O, P, Q, T, W).

Christianson's: \$1,578.11 Contract (Group U).

Demco Library Interiors: \$124.00 Contract (Group I).

Embury Ltd: \$280,140.54 Contract (Groups R, Y, Z).

Function Furniture: \$28,823.21 Contract (Groups E, BB).

Hannaher's, Inc.: \$25,329.79 Contract (Groups D, L, X).

InterOffice: \$10,518.75 Contract (Groups C, S).

Jones Library Sales: \$13,820.00 Contract (Groups M, V).

Total: \$491,711.53

We further recommend that you ask each of the bidders to submit pricing for Group AA Refurbished Furniture.

Please note that it is entirely possible that the bidders winning only one group may choose to withdraw their bid. In that event, we recommend awarding the bid to the next lowest bidder for those groups (next-lowest bidder for both Group I and Group U is Brown & Saenger, for a total add of \$34.47).

Please review this recommendation, and let me know if you have any questions. We should award contracts soon, as many bids expire before the end of the month.

Yours Sincerely,



Traci Lesneski, Principal/Head of Interiors



Meyer Scherer & Rockcastle, LTD  
 710 South 2nd Street, 7th Floor  
 Minneapolis, MN USA 55401-2294

612 375 0336 T 612 342 2216 F  
 www.msrltd.com

Architecture & Interior Design

24 November 2008

Mr. Timothy Dirks  
 Director  
 Fargo Public Library  
 4630 15<sup>th</sup> Avenue North  
 Fargo, ND 58102

Re: Interior Office and Library Furnishings Proposal Award

Dear Tim,

It is our pleasure to inform you that the proposals for the Interior Office and Library Furnishing package for the Fargo Main Library are well below the budgeted amount for the items proposed. In summary, the budget for the items on which we received proposals including escalation, installation and contingency was \$304,553.88. Proposals for these items came in at \$186,639.46, which is \$117,914.42 under budget.

Four dealers submitted proposals. Of those four, all qualify as the low bidder on at least one of the ten groups available for proposal. Of the ten groups, only one received no proposals (Group AA Refurbished Furniture estimated value \$1,317). This was the second opportunity for dealers to bid on Group AA.

BIDDER	GROUP(S)	BID TOTAL
Brown & Saenger	FF, Add Alternate 2A	\$4,975.04
Christianson's Business Furniture	CC	\$29,792.72
Hannaher's	GG, HH, and II	\$141,726.89
InterOffice	DD, EE, Add Alternate 1A	\$10,144.81
---	AA	\$0.00
		\$186,639.46

We approved several substitutions prior to the bid date through Addendum 01. All interested parties were offered the opportunity to submit substitution requests. For our project, we did not get a proposal for the Knoll product in Group GG so the approved substitution would be awarded. Alternatively, this furniture, if desired, could still be purchased from the State Contract. The Knoll product is estimated at \$43,798.44 more than the substitution. Hannaher's submitted two proposals for Group II. One is for the specified product and the second is for the substitution they submitted. They vary significantly in price. The

substitution offers a \$14,359.43 savings. The originally specified products were Steelcase Series 9000 and Avenir. The approved substitution was another Steelcase product, Kick. Both are similar in construction, durability, and have similar aesthetic qualities. Steelcase Kick was introduced more recently than the originally specified system.

There is one item, the table-top lectern, which still requires some resolution. The manufacturer (Herman Miller) directed us to write the specification for this item in a particular way. Both groups submitting a proposal for that item have indicated that the product cannot be obtained as specified. We are still working to resolve this issue. However, our recommendation is to go ahead with the award with the understanding that this particular item may require a substitution.

Finally, it is our recommendation that with the significant savings you have obtained, we award both Alternate 1A and Alternate 2A. Alternates 1A and 2A are trash and recycling receptacles for the Public and Staff areas. They were not included in the original bid. Fargo Public Library removed them as a cost savings exercise.

Please review this recommendation, and let either Traci or me know if you have any questions. We should award contracts soon to ensure the product arrives on time.

Sincerely,

Greta Foster

# DRAFT AIA® Document G701™ - 2001

## Change Order

<b>PROJECT (Name and address):</b> Fargo Main Public Library 102 North 3rd Street Fargo, ND 58102	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> December 30, 2008	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Hannaheer's 4324 20 <sup>th</sup> Ave SW Fargo, ND 58103	<b>ARCHITECT'S PROJECT NUMBER:</b> 2005025 <b>CONTRACT DATE:</b> October 24, 2008 <b>CONTRACT FOR:</b> FF&E	

All References to Contractor shall refer to Vendor as stated in the Contract A151-2007

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Amending AIA Document A151 - 2007  
Standard Form of Agreement between Owner and Vendor fo Furniture, Furnishings and Equipment

The original Contract Sum was	\$	19,270.90
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	19,270.90
The Contract Sum will be increased by this Change Order in the amount of	\$	141,153.18
The new Contract Sum including this Change Order will be	\$	160,424.08

The Contract Time will be unchanged by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is March 13, 2009

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

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

<u>Meyer, Scherer &amp; Rockcastle, Ltd.</u> <b>ARCHITECT (Firm name)</b>	<u>Hannaheer's</u> <b>CONTRACTOR (Firm name)</b>	<u>City of Fargo (Dennis Walakar-Mayor)</u> <b>OWNER (Firm name)</b>
<u>701 South 2nd Street, Minneapolis, MN 55401</u> <b>ADDRESS</b>	<u>4324 20th Ave. SW</u> <b>ADDRESS</b> Fargo ND 58103	<u></u> <b>ADDRESS</b>
<u>[Signature]</u> <b>BY (Signature)</b>	<u>[Signature]</u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>
<u>Traci Lesneski</u> <b>(Typed name)</b>	<u>Baul Hannaheer</u> <b>(Typed name)</b>	<u></u> <b>(Typed name)</b>
<u>12/30/08</u> <b>DATE</b>	<u>1/7/09</u> <b>DATE</b>	<u></u> <b>DATE</b>



January 22, 2009

To: Board of City Commissioners

From: Tim Dirks, Director  
Fargo Public Library

Change order 002 represents the adding of the amount awarded to InterOffice for the purchase of office furniture, per Interior office and library furnishings proposal award letter dated 11.24.2008, with the contract amount awarded as part of the original bid round for the public furnishings per the Bid Awards Memo Dated 9.18.2009.

**Recommended motion:** To approve Change order 002 to the FF&E contract with nterOffice in the amount of \$8,013.16

**Attachments:**

Bid Awards Memo Dated 9.18.2009

Interior office and library furnishings proposal award letter dated 11.24.2008

AIA Document G701 – 2001 Change Order 002

# DRAFT AIA® Document G701™ - 2001

## Change Order

<b>PROJECT (Name and address):</b> Fargo Main Public Library 102 North 3rd Street Fargo, ND 58102	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> December 11, 2008	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> MBA Development Company dba: InterOffice 505 North Broadway Fargo, ND 58102	<b>ARCHITECT'S PROJECT NUMBER:</b> 2005025 <b>CONTRACT DATE:</b> October 24, 2008 <b>CONTRACT FOR:</b> FF&E	

All References to Contractor shall refer to Vendor as stated in the Contract A151-2007

**THE CONTRACT IS CHANGED AS FOLLOWS:**

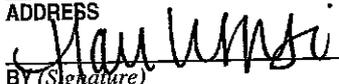
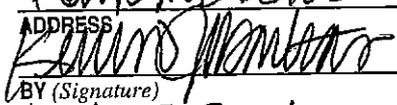
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Amending AIA Document A151 - 2007  
Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment

The original Contract Sum was	\$	17,446.39
The net change by previously authorized Change Orders	\$	3,313.11
The Contract Sum prior to this Change Order was	\$	20,759.50
The Contract Sum will be increased by this Change Order in the amount of	\$	8,013.16
The new Contract Sum including this Change Order will be	\$	28,772.66

The Contract Time will be unchanged by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is March 13, 2009

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

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

Meyer, Scherer & Rockcastle, Ltd.	MBA Development Company dba: InterOffice	City of Fargo (Dennis Walakar-Mayor)
<b>ARCHITECT (Firm name)</b>	<b>CONTRACTOR (Firm name)</b>	<b>OWNER (Firm name)</b>
701 South 2nd Street, Minneapolis, MN 55401	505 N. Broadway Fargo, ND 58102	
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
		
<b>BY (Signature)</b>	<b>BY (Signature)</b>	<b>BY (Signature)</b>
<b>TRACI LESNESE</b>	<b>Kevin J. Boustrom</b>	
<b>(Typed name)</b>	<b>(Typed name)</b>	<b>(Typed name)</b>
1/6/09	1-9-09	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



21

ASSESSMENT DEPARTMENT

December 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 JPR Investments, LLC #16. 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 2009, 2010, 2011.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$46,500 with the City of Fargo's share being \$6,050.

Sincerely,

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

Ben Hushka  
City Assessor

tla

attachment

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

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

**Property Identification**

1. Name of Property Owner JPR Investments, LLC #16 Phone No. 356-5000

2. Address of Property 4402 2<sup>nd</sup> Ave S  
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed,  
City of Fargo - 45<sup>th</sup> Street Park 4<sup>th</sup> LT 2 BLK 1

4. Parcel Number 01-8408-00020-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 200 45<sup>th</sup> Street South  
 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). New warehouse building construction

7. Building Permit No. See attached 8. Year Built 2008

9. Date of Commencement of making the improvement June 2008

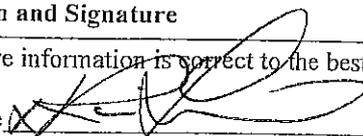
10. Estimated market value of property before improvement \$ 400,000

11. Cost of making the improvement (all labor, material and overhead) \$ 2,300,000

12. Estimated market value of property after improvement \$ 2,700,000

**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  Date 12-19-08

**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 YEARS

Assessor's Signature Len Chaska Date 1/13/09

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF FARGO  
FARGO, NORTH DAKOTA  
**BUILDING PERMIT**

DATE 7/24/2008  
PERMIT NO. BL20081502

SPECIAL FLOOD HAZARD  FLOOD PROTECTION ELEVATION \_\_\_\_\_

SPECIAL FLOOD HAZARD PERMITS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE FLOOD PROOFING CODE OF THE CITY OF FARGO.

PERMIT ADDRESS 4402 2 AVE S 2nd Avenue Business Park

ADDITION 7060

LEGAL DESCRIPTION

LOT 3 & 4 BLK 1 ADDN# 7060 (45th Street Park 3rd) ADDITIONAL INFO: REPLAT OF LT 1-3 BLK 1 & ALL OF BLK 2 45 ST PARK 2ND (6/24/03 B-T1, P-68) \*7/3/03 COMB/FR 5330-00500, 5330-01010, 5330-02000, 5330-02500, 5330-03000, 5330-03500 \*5/14/08 COMB/FR 01-7060-00300-000 & 01-7060-00400-000

TOWNSHIP \_\_\_\_\_

OWNER	<u>WEST 45TH DEVELOPMENT</u>	PHONE	VENDOR	LICENSE#
CONTRACTOR	<u>ROERS CONSTRUCTION INC</u>	<u>282-6413</u>	<u>2844</u>	<u>2791A</u>
ADDITIONAL CONTRACTORS	<u>Midwest Mechanical Construction LLC</u>	<u>235-0400</u>	<u>8982</u>	
	<u>HEARTLAND PLUMBING</u>	<u>790-7978</u>	<u>1768</u>	
	<u>MAGNUM ELECTRIC</u>	<u>2368753</u>	<u>2850</u>	

ARCHITECT OR DESIGNER Roers Development  
WORK CLASS INC

DESCRIPTION OF WORK

**This permit is for an insulated shell only which will be approximately 8460sf of office space and remainder will be factory/industrial. East 60' of factory space will be a construction company tenant used for storage and factory. Foundation previously permitted. Issuance of this permit shall not imply approval for any future fit-up or use of this building. No interior fit-ups shall take place in remainder of shell building until plans, reviews and additional permits are approved. All work to comply with all applicable requirements of the City of Fargo including the 2006 Fargo Building Code.**

VALUATION	<u>\$1,851,665.00</u>	PLAN FEE	<u>\$0.00</u>	PERMIT FEE	<u>\$7,732.00</u>	TOTAL FEE	<u>\$7,732.00</u>
				INVESTIGATION FEE	<u>\$0.00</u>		

BLDG. SQ. FT.	<u>39682</u>	HEIGHT	<u>22</u>	NUMBER OF STORIES	<u>1</u>	OCCUP. GROUP	<u>F-1</u>
WIDTH	<u>300</u>	DEPTH	<u>135</u>	NUMBER OF UNITS	<u>      </u>	OCCUP. LOAD	<u>376</u>

TYPE CONSTRUCTION VB

TREATED PLATES	<u>Required</u>	FOUNDATION	<u>Existing</u>
SMOKE DETECTORS	<u>NA</u>	ROOF	<u>* Metal</u>
WINDOW AREA	<u>NA</u>	HEATING	<u>      </u>
EXITS REQUIRED	<u>2</u>	BASEMENT	<u>      </u>
FIRE SPRINKLERS	<u>NFPA 13</u>	FIREPLACES	<u>NA</u>

ZONE	<u>I1</u>	LOT SIZE	<u>151049</u>				
FRONT YARD	<u>20</u>	SIDE YARD	<u>10</u>	REAR YARD	<u>20</u>	STREET	<u>      </u>
Lot Width Front	<u>506.9</u>	Lot Depth1	<u>297.95</u>			MAX. LOT COVER	<u>85</u>
Lot Width Back	<u>506.78</u>	Lot Depth2	<u>298.05</u>	NOTICE			

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, AIR CONDITIONING, PARKING LOTS AND SIGNS.

**PLEASE BE SURE TO READ THE DISCLAIMER ON THE REVERSE SIDE OF THIS PERMIT.**

Signature of Contractor or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Signature of Owner (If owner builder) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Issuer BT Date 7/24/08

CITY OF FARGO  
FARGO, NORTH DAKOTA  
**BUILDING PERMIT**

DATE 7/25/2008  
PERMIT NO. BL20081504

SPECIAL FLOOD HAZARD    FLOOD PROTECTION ELEVATION   

SPECIAL FLOOD HAZARD PERMITS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE FLOOD PROOFING CODE OF THE CITY OF FARGO.

PERMIT ADDRESS 4402 2 AVE S 2nd Avenue Business Park

ADDITION 7060

LEGAL DESCRIPTION

LOT 3 & 4 BLK 1 ADDN# 7060 (45th Street Park 3rd) ADDITIONAL INFO: REPLAT OF LT 1-3 BLK 1 & ALL OF BLK 2 45 ST PARK 2ND (6/24/03 B-T1, P-68) \*7/3/03 COMB/FR 5330-00500, 5330-01010, 5330-02000, 5330-02500, 5330-03000, 5330-03500 \*5/14/08 COMB/FR 01-7060-00300-000 & 01-7060-00400-000

TOWNSHIP   

OWNER WEST 45TH DEVELOPMENT PHONE    VENDOR    LICENSE#     
CONTRACTOR ROERS CONSTRUCTION INC 282-6413 2844 2791A  
ADDITIONAL CONTRACTORS            

ARCHITECT OR DESIGNER Roers Development  
WORK CLASS ICP

DESCRIPTION OF WORK

**Construct concrete parking lot. The parking lot must comply with all provisions as stated in the Land Development approval. Provide accessible parking spaces along with required signage. All work to comply with all applicable requirements of the City of Fargo and the 2006 Fargo Building Codes.**

VALUATION \$212,335.00 PLAN FEE \$0.00 PERMIT FEE \$1,176.00 TOTAL FEE \$1,176.00  
INVESTIGATION FEE \$0.00

BLDG. SQ. FT.    HEIGHT    NUMBER OF STORIES    OCCUP. GROUP E-1  
WIDTH    DEPTH    NUMBER OF UNITS    OCCUP. LOAD   

TYPE CONSTRUCTION VB

TREATED PLATES    FOUNDATION     
SMOKE DETECTORS    ROOF     
WINDOW AREA    HEATING     
EXITS REQUIRED    BASEMENT     
FIRE SPRINKLERS NFPA 13 FIREPLACES   

ZONE L1 LOT SIZE 151049  
FRONT YARD 20 SIDE YARD 10 REAR YARD 20 STREET    MAX. LOT COVER 85  
Lot Width Front 506.9 Lot Depth1 297.95  
Lot Width Back 506.78 Lot Depth2 298.05 NOTICE

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, AIR CONDITIONING, PARKING LOTS AND SIGNS.

**PLEASE BE SURE TO READ THE DISCLAIMER ON THE REVERSE SIDE OF THIS PERMIT.**

Signature of Contractor or Authorized Agent    Date   

Signature of Owner (If owner builder)    Date   

Signature of Issuer    Date 7/25/08

DATE 7/2/2008

PERMIT NO. BL20081278

SPECIAL FLOOD HAZARD  FLOOD PROTECTION ELEVATION \_\_\_\_\_

SPECIAL FLOOD HAZARD PERMITS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE FLOOD PROOFING CODE OF THE CITY OF FARGO.

PERMIT ADDRESS 4402 2 AVE S 2nd Avenue Business Park

ADDITION 7060

LEGAL DESCRIPTION

LOT 3 & 4 BLK 1 ADDN# 7060 (45th Street Park 3rd) ADDITIONAL INFO: REPLAT OF LT 1-3 BLK 1 & ALL OF BLK 2 45 ST PARK 2ND (6/24/03 B-T1, P-68) \*7/3/03 COMB/FR 5330-00500, 5330-01010, 5330-02000, 5330-02500, 5330-03000, 5330-03500 \*5/14/08 COMB/FR 01-7060-00300-000 & 01-7060-00400-000

TOWNSHIP \_\_\_\_\_

OWNER	<u>WEST 45TH DEVELOPMENT</u>	PHONE	VENDOR	LICENSE#
CONTRACTOR	<u>ROERS CONSTRUCTION INC</u>	<u>282-6413</u>	<u>2844</u>	<u>2791A</u>
ADDITIONAL CONTRACTORS	<u>Midwest Mechanical Construction LLC</u>	<u>235-0400</u>	<u>8982</u>	
	<u>HEARTLAND PLUMBING</u>	<u>790-7978</u>	<u>1768</u>	
	<u>MAGNUM ELECTRIC</u>	<u>2368753</u>	<u>2850</u>	

ARCHITECT OR DESIGNER Roers Development  
WORK CLASS INC

DESCRIPTION OF WORK

Construct foundation only. Building must be built on natural, undisturbed soils or engineered fill per design engineer's specifications. Issuance of this permit shall not be construed as implied approval for any future construction upon this foundation, and is not an approval for any design or structure as final building plans have not been provided by permit holder and so no review has been completed. The signature for this permit is taking sole responsibility for the foundation in regard to its future use and the construction/building built upon it. Prior to any construction upon this foundation, additional plans, reviews and permits are required. The probable use may be factory or storage. It is the responsibility of the permit holder to verify the existence of any covenants or easements on this property. Provide vapor barrier under concrete per IBC and minimum 3.5" concrete slab. Provide special inspections for soils, fill and concrete work per IBC. Permit holder shall secure any required permits for soil erosion and sediment control. All work to comply with all applicable requirements of the City of Fargo including the 2006 Fargo Building Code.

VALUATION \$200,000.00 PLAN FEE \$0.00 PERMIT FEE \$1,124.00 TOTAL FEE \$1,124.00  
INVESTIGATION FEE \$0.00

BLDG. SQ. FT. \_\_\_\_\_ HEIGHT \_\_\_\_\_ NUMBER OF STORIES \_\_\_\_\_ OCCUP. GROUP E-1  
WIDTH \_\_\_\_\_ DEPTH \_\_\_\_\_ NUMBER OF UNITS \_\_\_\_\_ OCCUP. LOAD \_\_\_\_\_  
TYPE CONSTRUCTION VB

TREATED PLATES	_____	FOUNDATION	_____
SMOKE DETECTORS	_____	ROOF	_____
WINDOW AREA	_____	HEATING	_____
EXITS REQUIRED	_____	BASEMENT	_____
FIRE SPRINKLERS	_____	FIREPLACES	_____

ZONE LI LOT SIZE 151049  
FRONT YARD 20 SIDE YARD 10 REAR YARD 20 STREET \_\_\_\_\_ MAX. LOT COVER 85  
Lot Width Front 506.9 Lot Depth1 297.95  
Lot Width Back 506.78 Lot Depth2 298.05 NOTICE

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, AIR CONDITIONING, PARKING LOTS AND SIGNS.

PLEASE BE SURE TO READ THE DISCLAIMER ON THE REVERSE SIDE OF THIS PERMIT.

Signature of Contractor or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Signature of Owner (If owner builder) \_\_\_\_\_ Date 7/2/08

Signature of Issuer \_\_\_\_\_



*WJ*

ASSESSMENT DEPARTMENT

January 13, 2009

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 Stacy Miller. 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 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$350 with the City of Fargo's share being \$45.

Sincerely,

A handwritten signature in cursive script that reads "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 Stacy L Miller Phone No. 701-730-0256

2. Address of Property 812 11 St N

City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed Harwood 3<sup>rd</sup> N 1/2 of lot 6 Block 9

4. Parcel Number 01-1140-00070-000

5. Mailing Address of Property Owner 812 11 St N

City Fargo State ND Zip Code 58102

### Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Complete kitchen remodel - removing 2 partial walls, replacing 2 windows, updating/changing electrical service

7. Building Permit No. BL20081460 8. Year built if residential property 1920

9. Date of commencement of making the improvement 8/1/08

10. Estimated market value of property before improvement \$ 80,300

11. Cost of making the improvement (all labor, material and overhead) \$ 17,000

12. Estimated market value of property after improvement \$ 90,000

### 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 Stacy Miller Date 1/2/09

### Assessor's Determination

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

Assessor's Signature [Signature] Date 1/13/09

### 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 \_\_\_\_\_

23



ASSESSMENT DEPARTMENT

December 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 William & Ann Perrizo. 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 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,845 with the City of Fargo's share being \$240.

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 Wm. K + E. Ann Perrizo Phone No. 701-235-9836

2. Address of Property 1341 5th Ave. S.  
 City FARGO State ND Zip Code 58103-1647

3. Legal description of the property for which the exemption is being claimed EDDY PLACE  
LOT 8 BLK 3

4. Parcel Number 01-0710-00350-000

5. Mailing Address of Property Owner 1341 5th Ave. S.  
 City FARGO State ND Zip Code 58103-1647

### 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). 20X20 addition with kitchen extension, bathroom, small laundry

7. Building Permit No. 81002 8. Year built if residential property 1918

9. Date of commencement of making the improvement Nov. 30, 2008

10. Estimated market value of property before improvement \$ 130,000

11. Cost of making the improvement (all labor, material and overhead) \$ 90,000

12. Estimated market value of property after improvement \$ 220,000

### 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 E. Ann Perrizo Date 12-19-08

### 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): 5 YEARS

Assessor's Signature [Signature] Date 1/13/09

### 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 \_\_\_\_\_



*n #*

ASSESSMENT DEPARTMENT

December 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 Charles & Jacqueline Hewitt. 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 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,130 with the City of Fargo's share being \$150.

Sincerely,

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

Ben Hushka  
City Assessor

tla

attachment

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

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

### Property Identification

1. Name of Property Owner CHARLES & JACQUELINE HEWITT Phone No. 701-293-8948

2. Address of Property 2702 MAPLE ST  
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed WOODCREST 2ND LOT 9 BLK 10

4. Parcel Number 01-4050-00630-000

5. Mailing Address of Property Owner 2702 MAPLE ST  
 City FARGO State ND Zip Code 58102

### Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). ADDED 14' X 15' ADDITION TO EXISTING HOME (DINING ROOM) + NEW STEEL SIDING

7. Building Permit No. 80505 8. Year built if residential property 1967

9. Date of commencement of making the improvement MAY 1, 2008

10. Estimated market value of property before improvement \$ 175,000.00

11. Cost of making the improvement (all labor, material and overhead) \$ 55,000

12. Estimated market value of property after improvement \$ 225,000.00

### 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 12/29/08

### Assessor's Determination

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

Assessor's Signature [Signature] Date 1/13/09

### 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 \_\_\_\_\_



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ASSESSMENT DEPARTMENT

January 9, 2009

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 Vernon & Peggy Spitzer. 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 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$720 with the City of Fargo's share being \$95.

Sincerely,

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

Ben Hushka  
City Assessor

tla

attachment

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

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

### Property Identification

1. Name of Property Owner VERNON + PEGGY SPITZER Phone No. 701-232-3094

2. Address of Property 1634 11th St. No.  
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed LOT 9 BLK 9  
Addn # 0380 (Chandler's Broadway)

4. Parcel Number 01-0380-01960-000

5. Mailing Address of Property Owner 1634 11th St. No.  
 City FARGO State ND Zip Code 58102

### Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Removed entry + Built more Room for kitchen - washer dryer + entry - Insulated & Res. side

7. Building Permit No. BL 20080299 8. Year built if residential property 1951

9. Date of commencement of making the improvement About 1st of Sept. 2008

10. Estimated market value of property before improvement \$ 90,000

11. Cost of making the improvement (all labor, material and overhead) \$ 35,000

12. Estimated market value of property after improvement \$ 125,000

### 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 Vernon Spitzer Date 1-6-2009

### Assessor's Determination

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

Assessor's Signature Don Quasha Date 1/13/09

### 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 \_\_\_\_\_



nb

ASSESSMENT DEPARTMENT

December 30, 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 Courtyard at Highpointe, LLP. A description of the property involved, type of improvements to be made and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2008, 2009, 2010, 2011, 2012. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$60,460 with the City of Fargo's share being \$7,860.

Sincerely,

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

Ben Hushka  
City Assessor

tla

attachment

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

**Property Identification**

1. Name of Property Owner COURTYARD AT HIGHPOINTE, LLP Phone No. \_\_\_\_\_

2. Address of Property 1310 BROADWAY N  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, LOT 3  
BLOCK 1 CITYSCAPES FIRST

4. Parcel Number 01-6720-00300-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner APT. 474 45 ST. S.  
City FARGO State ND Zip Code 58104

**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). ADDITIONS TO EXISTING

7. Building Permit No. 72294 80949, 8. Year Built 1910  
81537

9. Date of Commencement of making the improvement 11/23/07

10. Estimated market value of property before improvement \$ 2,294,000

11. Cost of making the improvement (all labor, material and overhead) \$ 2,655,000

12. Estimated market value of property after improvement \$ 4,949,000

**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 Michael J. Ballage Date 11/26/08

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has  has not  met the qualifications for exemption for the following reason(s): 5 YEARS  
Assessor's Signature [Signature] Date 1/13/09

**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 \_\_\_\_\_



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ASSESSMENT DEPARTMENT

December 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 Sharon Drewlo. 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 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$515 with the City of Fargo's share being \$70.

Sincerely,

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

Ben Hushka  
City Assessor

tla

attachment

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

**Property Identification**

1. Name of Property Owner Sharon Drewlo Phone No. 701-388-0584

2. Address of Property 2405 Evergreen Rd. N.  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, Lot 7 Block 6  
Woodcrest addition

4. Parcel Number 01-4040-00560-0000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 2405 Evergreen Rd. N.  
City Fargo State ND Zip Code 58102

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). The basement was finished.  
This added another Bath (3/4) + Bedroom with Egress windows.

7. Building Permit No. BL 2007 0068 8. Year Built 1965

9. Date of Commencement of making the improvement Around <sup>APRIL</sup> May of 2007

10. Estimated market value of property before improvement \$ 128,000

11. Cost of making the improvement (all labor, material and overhead) \$ 25,052.99

12. Estimated market value of property after improvement \$ 153,052.99

**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 Sharon Drewlo Date 12-19-07

**Assessor's Determination**

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

Assessor's Signature Den Chaska Date 1/13/09

**Opinion of Governing Body**

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

Proposed subject to the following conditions:

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



W 8

ASSESSMENT DEPARTMENT

January 15, 2009

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 Donald Kounovsky. 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 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$820 with the City of Fargo's share being \$110.

Sincerely,

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

Ben Hushka  
City Assessor

tla

attachment

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

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

#### Property Identification

1. Name of Property Owner DONALD KOUNOVSKY Phone No. 701-235-0655

2. Address of Property 221 11<sup>th</sup> Ave N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, HECTORS  
PT LOTS 11+12 BLK 4 W 46 2/3' of E 93 1/3'

4. Parcel Number 01-1160-00740-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1201 1<sup>st</sup> St N

City FARGO State ND Zip Code 58102

#### Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). ELECTRIC - PLUMBING -  
NEW STEPS REPAIR PAINT NEW ROOF

7. Building Permit No. 3L 20080940 8. Year Built 1927

9. Date of Commencement of making the improvement 7-1-09

10. Estimated market value of property before improvement \$ Purchase 4-7-08 45,000

11. Cost of making the improvement (all labor, material and overhead) \$ 110,000

12. Estimated market value of property after improvement \$ ON MARKET AT 99,900

#### 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 Donald Kounovsky Date 1-12-09

#### Assessor's Determination

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

Assessor's Signature [Signature] Date 1/21/09

#### 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 \_\_\_\_\_



n 9

ASSESSMENT DEPARTMENT

January 16, 2009

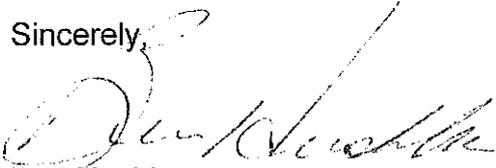
Board of City Commissioners  
City Hall  
Fargo, ND 58102

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 Igor & Kristin Svidersky. 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 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$515 with the City of Fargo's share being \$70.

Sincerely,  
  
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 IGOR & KRISTIN SVIDERSKY Phone No. 232-1076

2. Address of Property 606 UNIVERSITY DR S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed, PT LT 13 BLK A  
CHAS A ROBERTS

4. Parcel Number 01-2400-00170-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner SAME  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

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

7. Building Permit No. 41456 8. Year Built 1904

9. Date of Commencement of making the improvement 2012

10. Estimated market value of property before improvement \$ 45,000

11. Cost of making the improvement (all labor, material and overhead) \$ 25,000

12. Estimated market value of property after improvement \$ 100,000

**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 Igor Svidersky Date 1/12/09

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s): 5 YEARS  
Assessor's Signature D. Chubb Date 1/21/09

**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 \_\_\_\_\_

When we bought the house it had been badly neglected for decades and was a rental duplex. We changed it to a single family dwelling. We have been slowly remodeling the entire house, room by room, as finances and time allow. Following is an outline of the plan for the house:

Kitchen – move to back of house, all new cabinets, plumbing, and wiring,

Dining Room – insulate walls, new wiring, sheetrocking, replace windows,

Living Room - insulate walls, new wiring, sheetrocking, replace windows,

Upstairs bedrooms – insulate walls, new wiring, sheetrocking, windows, refinish hardwood floors,

Upstairs bathroom – new plumbing, new wiring, add shower, replace windows, install floor,

Attic – insulate

Foundation – install drainage tiles around basement of addition, reinforce walls

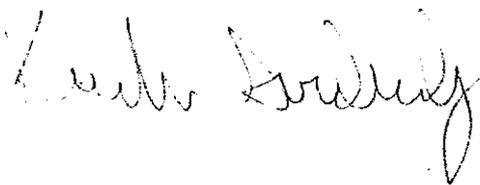
Future plans include siding and building a garage.

The tax exemption will be a big help for us and will allow us to direct this money toward further remodeling.

Thank you.

Sincerely,

Igor and Kristin Svidersky

A handwritten signature in cursive script, appearing to read "Igor and Kristin Svidersky". The signature is written in dark ink and is positioned below the typed names.

Amended

Amended

Ord 1-12-09  
25-06-04/1377

Permit Number  
R0061-08

Name of Organization Spartan Boosters, Inc.		Date(s) Authorized (Read Instruction 2) 08 / 22 / 08 to 03 / 14 / 09 Beginning Ending			
Contact Person Troy Cody-Fargo N High School	Business Phone Number 710-446-2400	City Fargo		State ND	Zip Code 58102
Mailing Address 801 17th Ave N	City Fargo		State ND	Zip Code 58102	
Site Name UPC, Fargo Dome Fargo North Gym, Coliseum, Athletic Fields	Site Address 801 17th Ave N				
City Fargo	State ND	Zip Code 58102	County Cass		
Check the Game(s) Authorized: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool					
Restriction(s): N/A					
Date 08-11-2008	Signature of City Auditor <i>Steven Sprague</i>	Printed Name of City Auditor Steven Sprague		Auditor Telephone Number 701-241-1301	

For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" on the backside of this form.

cut along this line

**BINGO EXCISE TAX**

North Dakota Century Code §53-06.1-12(2) requires that organizations who conduct bingo pay an excise tax of three percent on the gross proceeds from the sale at retail of bingo cards to final users.

If the organization conducts bingo under a Local Permit the organization must complete the "Bingo Excise Tax Return for Local Permit or Charity Local Permit" SFN 58649, and submit this form with payment of the Bingo Excise Tax to the Office of Attorney General within 30 days from the authorized ending date.

Please complete the form below and send with payment to:

Gaming Division  
Office of Attorney General  
600 E Boulevard Ave. - Dept. 125  
Bismarck ND 58505-0040



**BINGO EXCISE TAX RETURN FOR LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
OFFICE OF ATTORNEY GENERAL  
SFN 58649 (08-2007)

Permit Number

List the Permit Number assigned on the Local Permit or Charity Local Permit

\$ \_\_\_\_\_ X .0291 = Bingo Excise Tax Due

\* Bingo Gross Proceeds

\* Report the total gross proceeds from the sale of bingo cards during the date(s) authorized on the Permit.

Name of Organization

Signature of Preparer



GAMING SITE AUTHORIZATION  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (9-2008)

*Amended*

G - _____	( <u>P</u> )
Site License Number (Attorney General Use Only)	

Red River Human Services Foundation 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: Northern the address of which is:

325 10th St N Fargo ND 58102  
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 1-26-09 Ending 6-30-09

Specific location where games of chance will be conducted and played at the site (required):  
NW of basement bar  
NE of main bar

Number of twenty-one tables (required)(if zero, enter "0"): 3(21) tables - 1 PW table

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

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

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor

PRINT Name / Official Position of person signing above

**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







RECEIVED AND FILED BY THE BOARD OF CITY COMMISSIONERS 1/12/09 PUBLIC WORKS OPERATIONS *referred to Finance*

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

January 26, 2009

(V)

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

Commissioners:

Attached is the Second Addendum to Memorandum of Understanding between the City of Fargo and Fargo Public Schools which if approved will allow the Fargo Public Schools to utilize the fueling site at the Public Works Building.

I have met with Dan Huffman, Jim Frueh and Randy Larson from Fargo Public Schools and discussed the feasibility for using this fueling facility and have worked with Butch McConn in drafting this Memorandum.

Fargo Public schools will be billed monthly and charged the same amount per gallon as the other organizations and departments which are cost plus facility fee. The facility fee is currently 5 cents per gallon and has ranged from 5 to 10 cents per gallon.

**Recommended action.** Approve the Memorandum allowing the Fargo Public Schools to use the City of Fargo fueling facility.

Respectively submitted,

Harold Pedersen  
Fleet Services Manager

Central Fueling,  
Fleet Purchase  
And Vehicle Maintenance

Right of Way Maintenance  
Sanitary & Storm  
Sewer Maintenance

Snow Removal  
Street Maintenance  
Street Name Sign Maintenance

Urban Forestry  
Watermeters  
Watermain Distribution



SECOND ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING  
CITY OF FARGO AND FARGO PUBLIC SCHOOLS

THIS AGREEMENT made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between FARGO PUBLIC SCHOOL DISTRICT NO. 1, whose address is 415 North 4th Street Fargo, North Dakota 58107-0447, hereinafter "School District," and the CITY OF FARGO, a municipal corporation, whose address is 200 North Third Street, Fargo, North Dakota 58102, hereinafter "City."

**WITNESSETH:**

**WHEREAS**, the parties previously entered into a Memorandum of Understanding dated May 1, 2007, concerning the School District's willingness to allow City to use its facilities during a large-scale public health emergency, disaster or bioterrorism event; and,

**WHEREAS**, the parties amended the previously entered into Memorandum of Understanding dated May 1, 2007, on March 10, 2008, to address the City's willingness to allow the School District to use its facilities during a large-scale public health emergency, disaster or bioterrorism event; and,

**WHEREAS**, the City operates a Central Garage located at 402 23<sup>rd</sup> St. N., Fargo, ND, at which they provide fuel for vehicles owned and operated by the City; and,

**WHEREAS**, the School District is desirous to refuel vehicles it owns and operates at the Central Garage; and,

**WHEREAS**, the City is willing to allow the School District to use the Central Garage to refuel vehicles the School District owns and operates; and,

**WHEREAS**, the parties agree to amend their Memorandum of Understanding dated May 1, 2007, and amended on March 10, 2008, by adding certain language permitting the School District's use of the Central Garage to refuel its vehicles.

**NOW, THEREFORE**, the parties hereto agree:

1. To add the following paragraph to the Memorandum of Understanding:

12. The City agrees to allow the School District the use of the City's refueling station at the City's Central Garage, located at 402 23<sup>rd</sup> St. N., Fargo, ND. Prior to the commencement of such use the parties shall reduce to writing the terms and conditions of the refueling process. Either party may terminate the use provided in this paragraph 12 by giving the other party 30-days written notice prior to such termination.

The School District's use of the City's refueling station under the circumstances described in this paragraph is with the understanding that such use is subordinate to the City's use of its refueling station and that the City will use its best efforts to accommodate the School District's needs.

School District acknowledges that the use of the City's refueling station may be dangerous and involves certain risks. The School District assumes such danger and risk and agrees to indemnify, hold harmless and defend the City, its agents, servants and employees from and against all claims, actions, losses, costs and expense (including attorney's fees and litigation costs), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by any third parties in connection with loss of life, personal injury and/or damage to property arising from, directly or indirectly, wholly or in part, (i) the use of the City's refueling station by the School District or any person claiming through or under the School District, including any contractor, agent, employee, invitee or licensee of the School District, or (ii) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction over the School District or by anyone claiming by, through or under the School District.

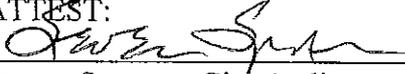
The City and School District, if mutually agreed upon, may elect to have School District vehicles maintained by City personnel at the City's Central Garage. The City shall bill monthly the School District for labor and materials expended while maintaining School District vehicles. The labor rate will be mutually agreed upon by the parties. The materials will be billed at the cost of the part(s) plus any freight or handling charges incurred by the City.

2. All other covenants, promises and agreements set forth in the Memorandum of Understanding remain in full force and effect and are binding upon the parties.

DATED and effective the date and year first above written.

THE CITY OF FARGO, NORTH DAKOTA,  
a municipal corporation

By:   
Dennis R. Walaker, Mayor

ATTEST:  
  
Steven Sprague, City Auditor

Fargo Public School District No. 1

By: \_\_\_\_\_  
Rick Buresh, Superintendent



**Division of Solid Waste**

2301 8th Avenue North  
Fargo, North Dakota 58102  
Phone: 701-241-1449  
Fax: 701-241-8109

January 22, 2009

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



RE: Request for Quotes (RFQ)  
SW 09-01 – Waste Excavation Pilot Project  
Old Landfill

Dear Commissioners:

On January 21, 2009, quotes were received from qualified firms for performing a waste excavation pilot project at the Old Landfill. The RFQ stipulated that a contractor would be selected based on the type of equipment, production rate of equipment, and an hourly cost per equipment type.

Eleven (11) firms submitted quotes in response to the RFQ as follows:

<u>Firm</u>	<u>Hourly Quote</u>	<u>Total Project Estimate</u>
Industrial Builders	\$ 468.45	\$ 131,220.00
Comstock Construction, Inc.	\$ 665.00	\$ 183,533.33
Belair Excavating	\$ 1,102.17	\$ 199,221.97
Sellin Brothers	\$ 717.00	\$ 249,248.46
Gowan Construction	\$ 1,655.00	\$ 263,883.23
Frattonone Companies	\$ 990.00	\$ 264,170.65
TS Holte	\$ 1,255.00	\$ 279,719.15
Olander Contracting	\$ 1,045.00	\$ 290,666.67
Kern & Tabery	\$ 997.00	\$ 300,235.29
Strata Corporation	\$ 2,226.00	\$ 369,900.00
Riley Brothers	\$ 978.00	\$ 403,499.40

In consideration of the selection criteria referenced above, this office recommends acceptance of the quote from Industrial Builders Inc. in the amount of \$ 468.45 (as an hourly quote) and \$ 131,220.00 (as a total project estimate) as the lowest and best bid. Funding for the waste excavation pilot project has been included in the 2009 Solid Waste budget.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION:**

Accept the quote from Industrial Builders, Inc. in the amount of 466.45 (as an hourly quote) and \$131,220.00 (as a total project estimate) as the lowest and best bid.

Respectfully Submitted,

Terry Ludlum  
Solid Waste Utility Manager

Cc: Pat Zavoral, City Administrator  
Bruce Grubb, Enterprise Director  
Duane Haugen, Landfill Supervisor  
Randy Hanson, Wenck Associates  
Plan holders

Commercial/Residential Service  
701-241-1449

Household Hazardous Waste  
701-281-8915

Landfill  
701-282-2489

Recycling  
701-241-1449

Roll-off Service  
701-241-1449

Web Site: [www.cityoffargo.com/solidwaste](http://www.cityoffargo.com/solidwaste)



**CITY OF FARGO  
DIVISION OF SOLID WASTE**

**PROJECT SW 09-01  
Waste Excavation Pilot Project**

RFQ Due: 11:30 AM  
Date: 1/22/2009

Engineers Estimate: \$260,800

**1. Industrial Builders**

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator	Komatsu 300	300	1	\$108.69	\$108.69	266.67	\$28,984.00
Dozer w/operator	D65	300	1	\$108.69	\$108.69	266.67	\$28,984.00
Tandem Dump Truck w/operator					\$0.00		
Semi Tractor/Trailer w/operator		100	3	\$83.69	\$251.07	266.67	\$66,952.00
				<b>Hourly Total</b>	<b>\$468.45</b>		<b>\$124,920.00</b>
Traffic Signage							
Temporary Orange Safety Fence							
							\$300.00
							\$6,000.00
						<b>Total Estimated Cost to complete Project</b>	<b>\$131,220.00</b>

**2. Comstock Construction, Inc.**

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator	Cat 330	300	1	\$135.00	\$135.00	266.67	\$36,000.00
Dozer w/operator	D6	300	1	\$110.00	\$110.00	266.67	\$29,333.33
Tandem Dump Truck w/operator		50	6	\$70.00	\$420.00	266.67	\$112,000.00
Semi Tractor/Trailer w/operator					\$0.00		\$0.00
				<b>Hourly Total</b>	<b>\$665.00</b>		<b>\$177,333.33</b>
Traffic Signage							
Temporary Orange Safety Fence							
							\$700.00
							\$5,500.00
						<b>Total Estimated Cost to complete Project</b>	<b>\$183,533.33</b>

3. Belair Excavating

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project	
Track Excavator w/operator	Cat 345BL	395	1	\$162.62	\$162.62	202.53	\$32,935.70	
Dozer w/operator	Cat D8	375	1	\$155.13	\$155.13	213.33	\$33,094.40	
Tandem Dump Truck w/operator	Volvo 40	141.67	3	\$187.71	\$563.13	188.23	\$105,998.45	
Semi Tractor/Trailer w/operator			1	\$221.29	\$0.00			
Dozer w/ripper	Cat D8	450	1	\$2,917.88	\$221.29	177.78	\$39,340.44	
Mobilization			5				\$14,589.40	
				<b>Hourly Total</b>	\$1,102.17		\$172,028.54	
Traffic Signage			160	\$139.16			\$22,265.43	
Temporary Orange Safety Fence			2,200	\$2.24			\$4,928.00	
							<b>Total Estimated Cost to complete Project</b>	<b>\$199,221.97</b>

4. Selin Brothers

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project	
Track Excavator w/operator	PC 300LC	235	1	\$180.00	\$180.00	340.43	\$61,276.60	
Dozer w/operator	D6	235	1	\$135.00	\$135.00	340.43	\$45,957.45	
Tandem Dump Truck w/operator		39.17	6	\$67.00	\$402.00	340.40	\$136,839.42	
Semi Tractor/Trailer w/operator					\$0.00		\$0.00	
				<b>Hourly Total</b>	\$717.00		\$244,073.46	
Traffic Signage							\$500.00	
Temporary Orange Safety Fence							\$4,675.00	
							<b>Total Estimated Cost to complete Project</b>	<b>\$249,248.46</b>

**5. Gowan Constructin**

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator	Cat 345	225	2	\$215.00	\$430.00	177.78	\$76,444.44
Dozer w/operator	D6	225	2	\$195.00	\$390.00	177.78	\$69,333.33
Tandem Dump Truck w/operator		68.75	3	\$95.00	\$285.00	387.88	\$110,545.45
Semi Tractor/Trailer w/operator		68.75	5	\$110.00	\$550.00		\$0.00
<b>Hourly Total</b>					<b>\$1,655.00</b>		<b>\$256,323.23</b>
Traffic Signage							\$750.00
Temporary Orange Safety Fence							\$6,810.00
<b>Total Estimated Cost to complete Project</b>							<b>\$263,883.23</b>

**6. Frattalone Companies**

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator	Cat 345	533	1	\$190.00	\$190.00	150.09	\$28,517.82
Dozer w/operator	Cat D6	100	1	\$160.00	\$160.00	800.00	\$128,000.00
Tandem Dump Truck w/operator		66.63	8	\$80.00	\$640.00	150.08	\$96,052.83
Semi Tractor/Trailer w/operator					\$0.00		\$0.00
<b>Hourly Total</b>					<b>\$990.00</b>		<b>\$252,570.65</b>
Traffic Signage							\$2,000.00
Temporary Orange Safety Fence							\$9,600.00
<b>Total Estimated Cost to complete Project</b>							<b>\$264,170.65</b>

No 40 hour HAZWOPER Certificate

7. TS Holte

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator	PC 400	213	2	\$150.00	\$300.00	187.79	\$56,338.03
Dozer w/operator	D61	213	1	\$125.00	\$125.00	375.59	\$46,948.36
Tandem Dump Truck w/operator		42	3	\$85.00	\$255.00	634.92	\$161,904.76
Semi Tractor/Trailer w/operator		60	5	\$115.00	\$575.00		\$0.00
				<b>Hourly Total</b>	\$1,255.00		\$265,191.15
Traffic Signage							
Temporary Orange Safety Fence							\$3,500.00
							\$11,028.00
<b>Total Estimated Cost to complete Project</b>							<b>\$279,719.15</b>

8. Olander Contracting

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator		300	1	\$193.00	\$193.00	266.67	\$51,466.67
Dozer w/operator		300	1	\$160.00	\$160.00	266.67	\$42,666.67
Tandem Dump Truck w/operator		75	4	\$173.00	\$692.00	266.67	\$184,533.33
Semi Tractor/Trailer w/operator					\$0.00		\$0.00
				<b>Hourly Total</b>	\$1,045.00		\$278,666.67
Traffic Signage							
Temporary Orange Safety Fence							\$6,000.00
							\$6,000.00
<b>Total Estimated Cost to complete Project</b>							<b>\$290,666.67</b>

9. Kern & Tabery

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator	Komatsu	272	1	\$375.00	\$375.00	294.12	\$110,294.12
Dozer w/operator	D65	272	1	\$150.00	\$150.00	294.12	\$44,117.65
Tandem Dump Truck w/operator					\$0.00		
Semi Tractor/Trailer w/operator		68	4	\$118.00	\$472.00	294.12	\$138,823.53
				<b>Hourly Total</b>	<b>\$997.00</b>		<b>\$293,235.29</b>
Traffic Signage							
Temporary Orange Safety Fence							
							\$1,000.00
							\$6,000.00
<b>Total Estimated Cost to complete Project</b>							<b>\$300,235.29</b>

10. Strata Corp.

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimated Time to finish 80,000 cy of excavation (hrs)	Estimated Cost to Complete Project
Track Excavator w/operator	Cat 330	300	2	\$148.00	\$296.00	133.33	\$39,466.67
Dozer w/operator	Cat D8	150	2	\$178.00	\$356.00	266.67	\$94,933.33
Tandem Dump Truck w/operator		40	8	\$109.00	\$872.00	250.00	\$218,000.00
Semi Tractor/Trailer w/operator		46.67	6	\$117.00	\$702.00		\$0.00
				<b>Hourly Total</b>	<b>\$2,226.00</b>		<b>\$352,400.00</b>
Traffic Signage							
Temporary Orange Safety Fence							
							\$3,500.00
							\$14,000.00
<b>Total Estimated Cost to complete Project</b>							<b>\$369,900.00</b>

**11. Rely Brothers**

Description	Make/Model	Production Rate	No. of Units	Hourly Rate per Unit	Total Hourly Cost	Estimate Time to finish 80,000 cy of excavation (hrs)	Estimate Cost to Complete Project
Track Excavator w/operator	Cat 322	200	1	\$170.00	\$170.00	400.00	\$68,000.00
Dozer w/operator	D6	100	2	\$155.00	\$310.00	400.00	\$124,000.00
Tandem Dump Truck w/operator					\$0.00		
Semi Tractor/Trailer w/operator		33.3	6	\$83.00	\$498.00	400.40	\$199,399.40
Traffic Signage							\$2,500.00
Temporary Orange Safety Fence							\$9,600.00
<b>Total Estimated Cost to complete Project</b>							<b>\$403,499.40</b>

No 40 hour HAZWOPER

①

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. \_\_\_\_\_ Type: Consultant Selection  
Contract Award

Location: Various Locations Date of Hearing: 1/20/09

<u>Routing</u>	<u>Date</u>
City Commission	1/26/09
PWPEC File	X
Project File	<u>Jeremy Gorden</u>
Petitioners	_____
David W. Johnson	_____

Mark Bittner reported that the City solicited Letters of Interest from engineering consultants for Project Development and Preliminary Engineering/Design services for the City's priority projects to be submitted for potential Federal Stimulus Package funding. The list contained four street projects and two transportation enhancement projects.

Consultant proposals were evaluated by Jeremy Gorden, Dave Johnson and Mark Bittner with the following recommendations:

Project	Location	Type	Consultant
5881	Main Ave – 2 <sup>nd</sup> to 25 <sup>th</sup> St	Mill & Overlay	Kadmas, Lee & Jackson, Inc.
5202-01	1 <sup>st</sup> Ave N – Univ Dr to 25 <sup>th</sup> St	Street Reconstruction	Ulteig Engineers, Inc.
5701	38 <sup>th</sup> St at Drain 27	Bridge Replacement	Kadmas, Lee & Jackson, Inc.
5574	45 <sup>th</sup> St at Drain 27	Bridge Widening	Houston Engineering
<b>TE Projects</b>			
5884	Red River at Oak Grove/Lindenwood	Lift Bridge	SRF Consulting Group, Inc.
5885	Bike Trail System	Interpretive Signing	SRF Consulting Group, Inc.

On a motion by Mark Bittner, seconded by Jim Gilmour, the Committee voted to recommend consultant selection as listed.

RECOMMENDED MOTION

Approve consultant selection and contracts for the following projects:

Project	Location	Type	Consultant	Amount
5881	Main Ave – 2 <sup>nd</sup> to 25 <sup>th</sup> St	Mill & Overlay	Kadmas, Lee & Jackson, Inc.	\$74,200
5202-01	1 <sup>st</sup> Ave N – Univ Dr to 25 <sup>th</sup> St	Street Reconstruction	Ulteig Engineers, Inc.	\$734,312
5701	38 <sup>th</sup> St at Drain 27	Bridge Replacement	Kadmas, Lee & Jackson, Inc.	\$106,900
5574	45 <sup>th</sup> St at Drain 27	Bridge Widening	Houston Engineering	\$69,500
<b>TE Projects</b>				
5884	Red River at Oak Grove/Lindenwood	Lift Bridge	SRF Consulting Group, Inc.	\$224,465
5885	Bike Trail System	Interpretive Signing	SRF Consulting Group, Inc.	\$43,750

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: CSSI – TE Projects  
Sales Tax – Street Projects

Developer meets City policy for payment of delinquent specials	<u>Yes</u> <u>No</u>
Agreement for payment of specials required of developer	<u>N/A</u>
50% escrow deposit required	<u>N/A</u>

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>X</u>
<u>X</u>	<u>X</u>		
<u>X</u>	<u>X</u>	<u>Norm Scott</u>	
<u>X</u>	<u>X</u>		
<u>X</u>	<u>X</u>		
<u>X</u>	<u>X</u>		

ATTEST:

Mark H. Bittner  
 Mark H. Bittner  
 City Engineer

(u)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.

Type: Priority Listing  
Transportation Enhancement Projects  
Federal Stimulus Package

Location: Various Locations

Date of Hearing: 1/20/09

<u>Routing</u>	<u>Date</u>
City Commission	1/26/09
PWPEC File	X
Project File	Jeremy Gorden
Petitioners	
David W. Johnson	

The Committee reviewed a list of potential Transportation Enhancement (TE) Projects for submission for possible Federal Stimulus Package Funding estimated to be approximately \$8 to \$9 million for the State of ND.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend the TE Project Priority List for submission to NDDOT and development of Plans and Specifications for Priorities 1 – 4.

RECOMMENDED MOTION

Approve Priority List of TE Projects for potential Federal Stimulus funding through NDDOT and authorize project development for Priorities 1 – 4.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal CSSI Sales Tax

	Yes	No
Developer meets City policy for payment of delinquent specials		N/A
Agreement for payment of specials required of developer		N/A
50% escrow deposit required		N/A

COMMITTEE

	Present	Yes	No	Unanimous
Pat Zavoral, City Administrator				X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner  
Mark H. Bittner  
City Engineer

Potential Transportation Enhancement Projects  
 Submittal List for Economic Stimulus Package

Contact Person  
 Phone #  
 Date

Jeremy Gordon  
 241-1529  
 20-Jan-09

PRIORITY	LOCATION	TOTAL COST	Project Updates	TO DO LIST		Project Lead	Could be bid In
				PCR needed	Design needed		
1	Raising 2 Pedestrian Lift Bridges over Red River	\$ 1,500,000 (\$750,000 Fargo)	Study completed by SRF	PCR needed	Design needed	SRF/Fargo Parks	180 days
2	Tree Planting along 52nd Ave S. from Univ Drive to 45th St. - a distance of roughly 3 miles.	\$ 400,000	Plans are nearly complete. PCR on 52 Ave S roadwork last year should suffice for environmental clearance	PCR not needed?	Design 95% complete	City of Fargo	90 days
3	Fargo Trail System Signage/Interpretive Signage - Citywide	\$ 100,000		PCR shouldn't be needed. Design needed		SRF/City of Fargo	90 days
4	Shyenne River Pedestrian Bridge in Osgood Addition - Landscaping and Plaza Area	\$ 35,000	Construction Project complete for bridge	PCR not needed	Design needed	City of Fargo	90 days
5	Shared Use Path - 36th St. - 40th Ave S to 38th Ave S with Ped bridge over Rose Coulee. Also includes sidewalk widening along 38th Ave S from 36th St to 34th St	\$ 350,000	Study completed by Ulteig	PCR needed	Design needed	Ulteig/City of Fargo	180 days
6	Shared Use Path - 36 <sup>th</sup> St. - 32 <sup>nd</sup> Ave S to 38 <sup>th</sup> Ave S 8' Shared Use Path along east side of street	\$ 230,000	Study completed by Ulteig	PCR needed	Design needed	Ulteig/City of Fargo	180 days
7	Shared Use Path - 36th St. - 32nd Ave S to 28th Ave S Shared Use Path - 28th Ave S - 36th St to Wheatland Drive Shared Use Path - Wheatland Drive - 28th Ave S to Woodbury Park	\$ 200,000	Study completed by Ulteig	PCR needed	Design needed	Ulteig/City of Fargo	180 days
8	Shared Use Path Bridge from new Park District Play ground on east side of Drain 27 in Silverleaf Addition to west side of Drain 27	\$ 400,000	Submitted as #1 priority on annual TE list for 2010 construction	PCR needed	Design needed	City of Fargo/TBD	180 days
9	Shared Use Path - Along Old Highway 81 - From 18th Ave N to Pepsi Soccer Complex	\$ 300,000		PCR needed	Design needed	City of Fargo/TBD	180 days
10	Shared Use Paths in Osgood Addition - Multiple locations Connects with Proposed Ped Bridge over Drain 27 slated for bid on March 18.	\$ 650,000	PCR recently completed by Ulteig could be amended to include these paths	PCR amendment	Design needed	City of Fargo/TBD	90 days



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5840 Type: Corridor Study Consultant Selection
Location: University Drive - 13th to 25th Avenue South Date of Hearing: 1/20/09

Table with 2 columns: Routing, Date. Rows include City Commission (1/26/09), PWPEC File (X), Project File (Jeremy Gorden), Petitioners, and David W. Johnson.

The Committee reviewed the accompanying recommendation from Jeremy Gorden for consultant selection and contract award for completion of a corridor study on University Drive South. Consultant proposals were received and evaluated according to the Request for Proposals approved at the November 3, 2008 City Commission Meeting.

On a motion by Jim Gilmour, seconded by Bruce Grubb, the Committee voted to recommend approval of consultant selection and contract with Ulteig Engineers.

RECOMMENDED MOTION

Approve consultant selection and contract with Ulteig Engineers for University Drive South Corridor Study Project 5840.

PROJECT FINANCING INFORMATION:

Table showing recommended source of funding for project: Federal PL (\$ 80,000), Fargo Sales Tax (\$ 37,000), Total (\$117,000).

Table with 2 columns: Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, 50% escrow deposit required. Yes/No columns with N/A entries.

COMMITTEE

Table showing committee members and their votes: Present, Yes, No, Unanimous. Members include Pat Zavoral, Jim Gilmour, Bruce Hoover, Mark Bittner, Bruce Grubb, Al Weigel, and Steve Sprague.

ATTEST:

Signature of Mark H. Bittner, City Engineer

C: Bev Martinson

January 15, 2009

MEMORANDUM

To: PWPEC Members

From: Jeremy M. Gorden, Senior Engineer – Transportation Jmg

Subject: Contract Award to Ulteig Engineers, Inc.  
Project No. 5840  
University Drive Corridor Study – 13<sup>th</sup> Ave S to 25<sup>th</sup> Ave S

Currently, University Drive is functionally classified as a major arterial roadway. It is the backbone of Fargo's roadway network. The objective of this project is to develop a corridor study for future improvements to University Drive. In response to increasing development, associated traffic volume increases, and concerns about the safety and efficiency of University Drive, the City of Fargo has decided to undertake a corridor study. The Fargo-Moorhead Council of Governments Policy Board concurred that a Corridor Study should be undertaken in 2009 to address access control, safety, capacity needs at critical intersections, roadway cross-section, turning movement, adjacent land use, pedestrian and bicyclist uses, ITS infrastructure opportunities, transit opportunities, and aesthetics.

This area is currently in a built-out area of the City with existing deficiencies. The study in this area will have significant emphasis placed on intersection operations and access control of fronting driveways. Local staff has identified this stretch of roadway to be the most heavily traveled stretch of roadway in Fargo.

Consultant activities will include the development of preliminary design layouts including right-of-way and utility relocation requirements; development of alternate layouts for the corridor; investigations of the full range of possible impacts associated with each alternative including access control; development of preliminary cost estimates for each alternative; development and implementation of a public participation plan that meets Federal, State, and City requirements; selection of a preferred alternative, and a completion of the Corridor Report.

Recommendations will include alternatives that consider both short term needs and build-out needs so that right-of-way can be preserved for the build-out scenario. This may be considered a short term project and a long term project.

Attached is a Contract for Engineering Services with Ulteig Engineers, Inc. The Contract is estimated at \$117,000, with a cost split of \$80,000 Metro COG funding and \$37,000 City of Fargo funding. I would recommend approval of Contract with Report of Action being sent to the City Commission for their meeting on Monday, January 19.

JMG/bem  
attachments

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
STUDY AND REPORT PHASE  
PROFESSIONAL SERVICES**

This is an Agreement effective as of January 26, 2009 (“Effective Date”) between The City of Fargo (“Owner”) and Ulteig Engineers, Inc. (“Engineer”).

Owner retains Engineer to perform professional services in connection with University Drive Corridor Study – City Project No. 5840. Transportation Planning and Preliminary Engineering Services for Corridor Study on University Drive – 13<sup>th</sup> Ave S to 25<sup>th</sup> Ave S (“Assignment”).

Owner and Engineer agree as follows:

**ARTICLE 1 – ENGINEER’S SERVICES**

1.01 *Scope*

- A. Engineer shall provide the services set forth in Exhibit A and Exhibit A-1 “**Scope of Services for University Drive Corridor Study—13<sup>th</sup> Ave S to 25<sup>th</sup> Ave S.**”
- B. Upon this Agreement becoming effective, Engineer is authorized to begin services as set forth in Exhibit A and Exhibit A-1.
- C. If authorized in writing by Owner, and agreed to by Engineer, then Engineer shall perform services beyond the initial scope of this Agreement for additional compensation and an equitable adjustment of the time in which to provide services.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit A.

**ARTICLE 3 – TIMES FOR RENDERING SERVICES**

- A. Engineer’s services shall be performed within the time period or by the date stated in Exhibit A. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**ARTICLE 4 – PAYMENTS TO ENGINEER**4.01 *Methods of Payment for Services of Engineer*

A. Owner shall pay Engineer for services rendered under this Agreement as follows:

1. A Lump Sum amount of **\$117,000.00** based on the work breakdown structure and the fee estimate provided in **Exhibit A-2**, and as listed below:

• <b>Project Administration (Phase 1)</b>	<b>\$10,000</b>
• <b>Preliminary Engineering Report</b>	<b>\$47,400</b>
○ Data Collection (Phase 2)	\$ 7,300
○ Issue Identification and Data Analysis (Tasks 3A-3G)	\$15,200
○ Noise Data Collection (Task 3H)	\$ 2,000
○ Alternative Evaluation (Tasks 6A, 6B, 6D)	\$ 5,500
○ Report Preparation and Submittal (Phase 7)	\$17,400
• <b>Public Participation (Phase 4)</b>	<b>\$27,500</b>
• <b>Preliminary Plan Layout &amp; Alternative Development (Phase 5)</b>	<b>\$20,000</b>
• <b>Cost Estimate (Task 6C)</b>	<b>\$ 5,000</b>
• <b>Direct Costs</b>	<b><u>\$ 7,100</u></b>
<b>Total</b>	<b>\$117,000</b>

2. The following payment schedule will be used to pay the Engineer:

- Contract will be billed based on the percentage of completion of each phase of the work breakdown structure.

**ARTICLE 5 – GENERAL CONSIDERATIONS**5.01 *Standard of Care*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

5.02 *Insurance*

A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

5.03 *Indemnification and Allocation of Risk*

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages

(including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to the limitation provisions agreed to by Owner and Engineer in this Article 5, if any.

- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Assignment.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 5.03.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other disputes resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern (as more fully defined in EJCDC Document No. E-500) at, on, or under any site owned or controlled by Owner, or any property under study, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment.

5.04 *Limit of Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Consultants, or any of them, shall not exceed the total amount of this contract.

5.05 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner each shall designate a specific individual as a representative with respect to the services to be performed or furnished by Engineer and the responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

**ARTICLE 6 – CONTENT OF AGREEMENT**6.01 *Exhibits*

The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 2 pages and Exhibit A-1 consisting of 6 pages and Exhibit A-2 consisting of 2 pages and Exhibit A-3 consisting of 1 page.
- B. Exhibit B, "Standard Terms and Conditions," consisting of 5 pages.
- C. Exhibit C, "Reimbursable Expenses Schedule," consisting of 1 page.
- D. Exhibit D, "Standard Hourly Rates Schedule," consisting of 1 page.

6.02 *Total Agreement*

- A. This Agreement together with the Exhibits identified in Paragraph 6.01 constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

OWNER: City of Fargo

ENGINEER: Ulteig Engineers, Inc.

By: Dennis R. Walaker

By: *Dain L. Miller*  
Dain L. Miller, PE

Title: Mayor

Title: Assistant Vice President

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

Date Signed: 1-9-09

Engineer License Number: #4036

State of: North Dakota

Address for giving notices:

Address for giving notices:

200 North 3<sup>rd</sup> Street  
Fargo, ND 58102

3350 38<sup>th</sup> Avenue South  
Fargo, ND 58104

Designated Representative (Paragraph 5.05):

Designated Representative (Paragraph 5.05):

Name: *J M Gorden*  
Jeremy M. Gorden

Name: Dain L. Miller, PE

Title: Senior Engineer/Transportation

Title: Assistant Vice President

Phone Number: 701 241-1545

Phone Number: 701-280-8568

Facsimile Number: 701 241-8101

Facsimile Number: 701-280-8739

E-Mail Address: jgorden@cityoffargo.com

E-Mail Address: Dain.Miller@Ulteig.com

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Study and Report Phase Professional Services dated January 26, 2009.

**Further Description of Services, Responsibilities, Time, and Related Matters**

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

**A.1.01 *Engineer's Services***

**A. Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Assignment and available data.
2. Advise Owner as to the necessity of Owner providing data or services which are not part of Engineer's services, and assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the Assignment.
4. Perform or provide the following additional tasks or deliverables: **(SEE ATTACHED EXHIBIT A-1)**.

**A.2.01 *Owner's Responsibilities***

**A. Owner shall do the following in a timely manner, so as not to delay the services of Engineer:**

1. Provide all criteria and full information as to Owner's requirements for the Assignment, including anticipated funding sources and any project budgetary requirements.
2. Furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others as required for the performance of Engineer's services.

**B. Engineer shall be entitled to use and rely upon all such information and services provided by Owner or others in performing Engineer's services under this Agreement.**

**C. Access. Owner shall arrange for safe access to and make all provisions for Engineer and its Consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.**

**D. Owner shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.**

- A. The time period for the performance of Engineer's services shall be: (**SEE ATTACHED EXHIBIT A-3**).
- B. Furnish **up to 25** copies of the Draft Corridor Study Report to Owner and review it with Owner.
- C. Revise the Corridor Study Report in response to Owner's and other parties' comments, as appropriate, and furnish **up to 50** copies of the Final Corridor Study Report to the Owner.
- D. Engineer's services under this Agreement will be considered complete when all deliverables set forth in Exhibit A are submitted to Owner.

## EXHIBIT A-1

### Scope of Services for University Drive Corridor Study – 13<sup>th</sup> Ave S to 25<sup>th</sup> Ave S

City of Fargo Project No. 5840  
Ulteig Project No. 08.00375

Prepared by Ulteig Engineers, Inc.  
January 8, 2009

#### TASK 1: PROJECT ADMINISTRATION

**1A Internal Project Development & Staff Meetings:** The project manager will monitor project development and meet with staff as needed to assure steady progress. The project manager may request internal project meetings to assign tasks, coordinate deliverables, and prepare for public input meetings and/or meetings with the Study Review Committee (SRC). Ulteig will also use this task to coordinate relevant work items with Hanson Design Associates in preparing landscaping concepts, and with Beaver Creek Archeology for the Class 1 File Search.

**1B Coordination with the City of Fargo:** Ulteig will periodically coordinate project issues via emails, telephone calls, or face-to-face meeting with City of Fargo (City) staff.

**1C QC/QA Reviews:** Dain Miller, PE will provide a Quality Control and Quality Assurance review of the Corridor Study process, recommendations, and report.

**1D Invoicing/Monthly Progress Reports:** The project manager will review invoices before they are sent to the City, notify the City and track work not included in this scope of services, and provide monthly project progress reports throughout the project.

#### TASK 2: DATA COLLECTION

**2A Collect Pavement/Sidewalk Condition Information:** Ulteig will conduct an in-field assessment of the existing pavement and sidewalk conditions within the project corridor limits. We will identify the sidewalk width, location, and type (concrete or asphalt), and take appropriate photos that will depict the condition and serviceability. Any consistent roadway pavement failures such as faulting, cracking, or spalling will be noted.

**2B Collect Existing Plan, Utility, and ROW Plat Information:** Ulteig will utilize the City of Fargo's GIS maps for city utilities and contact key utility companies for information on location of underground fiber optic lines, telephone, cable TV, gas, electric, etc. Ulteig will also contact the City of Fargo and/or NDDOT to obtain existing typical pavement sections, profile grades, utility information, and other pertinent information from existing plans. Existing plat and ROW information will also be collected if available. No title searches or survey will be performed by Ulteig as part of this task.

**2C Collect Traffic and Crash Data:** Ulteig will collect all available traffic count data from the City of Fargo for the intersections within the corridor study area. Ulteig will also request available crash data from NDDOT. We will contact the City of Fargo to request signal phasing and timing information at the existing signalized intersections. No traffic counts will be conducted by Ulteig.

**2D Prepare Base Maps:** Ulteig will prepare base maps utilizing current aerial photos with City of Fargo GIS information showing utilities, business names, and ROW/easement lines. These base maps will be used to prepare alternative layouts, and for public meeting and report graphics.

### **TASK 3: ISSUE IDENTIFICATION AND DATA ANALYSIS**

**3A Model Use and Coordination:** Ulteig will coordinate with Metro COG, City and ATAC staff regarding the use of the Fargo-Moorhead Metropolitan Traffic Model. Travel Demand Model outputs will be adjusted as needed.

**3B Conduct Traffic Operations Analysis:** The traffic operations analysis will extend from the north interchange ramps to 13<sup>th</sup> Avenue South. Ulteig will utilize the following software packages when appropriate: HCS, SYNCHRO, SIMTRAFFIC and AUTOTURN. The analysis will include:

- Develop Turning Movements – Existing / 2030
- Determine LOS – Do Nothing Scenario
- Determine LOS – Improvement Concepts
- Queuing depths
- Signal warrants (if required)
- Optimal signal phasing & timing information
- Signal Progression using pre & post corridor speed limits
- Analysis of added through band impacts on side street queuing

**3C Conduct Crash Analysis:** Using the crash data provided by NDDOT, Ulteig will calculate crash rates, types, and severity by location and compare them to expected rates. Analysis will address probable causes and potential crash reduction strategies.

**3D Evaluate Corridor Geometrics and Operations:** Ulteig will evaluate alignment issues, turn lane usage, side street geometrics and lane usage, parking issues, sidewalk usage, etc. along University Drive.

**3E Conduct Pavement Analysis:** As required during the Study, Ulteig will consult with City staff to document corridor pavement conditions and to determine the need for pavement replacement.

**3F Environmental Issues Assessment:** Ulteig will work with the SRC to develop a Purpose and Need Statement for this Corridor Study. We will also contact the State Health Department regarding their need for future Air Quality analysis. Beaver Creek Archeology will conduct a Class 1 File Search.

**3G Evaluate Access Spacing and Location:** We will identify potential and known problematic access issues along the corridor and side streets connecting to University Drive.

**3H Collect and Summarize Noise Data:** Ulteig will obtain samples of noise data at six different locations along the corridor. This data will be compiled and summarized for presentation at public meetings and for inclusion in the Study report.

#### **TASK 4: PUBLIC PARTICIPATION**

**4A Meetings with Study Review Committee:** We anticipate four separate meetings with the SRC during the project. (A kick off meeting, a meeting during the issues identification phase, a meeting during the alternative development/evaluations phases, and a meeting to receive comments on the draft Report).

**4B Prepare & Conduct Public Input Meetings:** We anticipate three separate meetings with the public. This task includes preparing presentation material, actual open forum meeting time, and taking comments from the public.

**4C Meetings with Key Property Owners/Stakeholders:** We anticipate some business or properties may be more affected than others depending on the alternatives. When practical, we will meet individually with those business/property owners or stakeholders for discussion of concerns and impacts.

**4D Public Information Handouts and Mailings:** Ulteig will prepare literature for the public and businesses to take with them from the public meetings. Ulteig will prepare the mailing flyer and provide the requisite number of copies of the flyer to the City, but we will not prepare the mailing distribution list or mail out the flyers. Ulteig will also use this task to hand-deliver notices of meetings, when necessary.

**4E Document Public Input Comments:** Public input comments will be compiled and incorporated into the Corridor Study appendix.

**4F Set Up and Maintain Project SharePoint Site:** Ulteig will set up and maintain a project SharePoint site that can be used by both members of the SRC and members of the public. Public access will be restricted to viewing only certain areas of the site. The site will be used to share files and information in an efficient manner.

## **TASK 5: PRELIMINARY PLAN LAYOUT & ALTERNATIVE DEVELOPMENT**

**5A Access Management Alternatives:** Where access issues are a concern for operational or safety reasons, alternatives will be developed for review by the SRC and included in the Corridor Study Report.

**5B Geometric and Typical Section Alternatives:** Based on the traffic operation analysis, ROW availability, vertical grades, and safety concerns along the corridor, alternatives will be developed depicting driving lanes, lane width, turn lane lengths, etc. These layouts will be prepared on the base maps. Side street alternatives will also be developed and detailed along with University Drive alternatives. This task includes the geometric design acceptable for concept level alternatives and the technician effort to prepare these drawings.

**5C Right of Way Width Alternatives:** Right of way width alternatives and needs will be developed to address proposed roadway sections, alignments, green space requirements, and sidewalks along the corridor.

**5D Widening and Reconstruction Alternatives:** If necessary, Ulteig will evaluate whether it is appropriate to simply widen the existing roadway along the corridor or reconstruct portions of the entire roadway. Recommendations and costs will be included in the study.

**5E Corridor Landscaping Alternatives:** Jim Hanson (Hanson Design Associates) will lead this effort. Ulteig will provide a support role by helping with graphics and landscape concepts. Landscaping concepts will be incorporated in the overall corridor layouts as appropriate.

**5F Pedestrian and Bicycle Facility Alternatives:** Ulteig will develop concepts for sidewalk improvements and bicycle facilities (either on-street or separate paths) to be included in the corridor layouts. Modifications to the existing facilities may be needed at intersections. The study will recommend locations for replacement, modifications to existing alignments, or possible grade changes with retaining walls.

**5G Drainage and Utility Relocation Alternatives:** Ulteig will include consideration for drainage needs in the study as discussed in the proposal. A detailed drainage analysis will not be performed. Impacts to existing drainage structures due to widening or realignment of the roadway will be noted. Key utilities that may require relocation will be identified in the study.

**5H Transit, Travel Demand Management, and ITS Alternatives:** The corridor study will consider potential short-term and long-range opportunities to reduce traffic congestion along University Drive. We will contact local transit staff by telephone or e-mail to discuss and identify needs and opportunities along the corridor. The Study will include consideration for the planned ITS deployments as recommended in the 2008 ITS Plan.

## **TASK 6: ALTERNATIVE EVALUATION**

**6A Identify Alternative Impacts:** Impacts associated with each alternative will be identified and clearly described within the text and graphics of the Corridor Study. Examples of these impacts include right of way impacts, access control, side street geometrics, utility or sign relocation, etc.

**6B Determine Preferred Alternative(s) & Assist City with Financing Plan:** Based the results from Task 6A, we will provide possible solutions and recommendations for Preferred Alternative(s) in the corridor study. Ulteig will assist City staff in developing a preliminary financing plan for the Preferred Alternative.

**6C Estimate Construction and ROW Costs:** Costs for constructing short-term and long-range alternative improvements will be included in the report. Quantities will be estimated but not to design level detail. Ulteig will use available information on adjacent land costs to estimate ROW and easement costs. A conceptual-level estimate of utility relocation costs or sign relocation will also be included in the estimate.

**6D Comparison Matrix for Alternatives:** The study report will include a matrix comparing key alternatives to assist the SRC and local agencies with their understanding of justification, trade-offs, costs, and impacts of each alternative.

## **TASK 7: REPORT PREPARATION AND SUBMITTAL**

**7A Prepare and Submit Draft Report:** This covers the time and effort required to write and assemble the report. A draft Report will be submitted to the SRC for review and comment. The primary author will be Matt Kinsella, PE.

**7B Incorporate Input/Changes into Final Report:** We will make final changes to alternatives, recommendations, cost estimates, etc. based on comments received from the SRC, general public and Fargo City Commission. One last public meeting will be held prior to these changes. The meeting is included in Task 4: Agency and Public Involvement.

**7C NDDOT Management and City Commission Presentations:** Ulteig will travel to the NDDOT Central Office in Bismarck to give a management presentation on this Corridor Study. In addition, the final draft of the Study report will be presented to both the Fargo Planning Commission and the Fargo City Commission.

**7D Submit Final Report and Executive Summary:** Ulteig will prepare the Final Report and Executive Summary and submit copies to members of the SRC.



**EXHIBIT A-2**  
**Ulteig Engineers, Inc.**  
**Fee Estimate for Transportation Planning Services**  
**University Drive Corridor Study**  
**from 13th Ave S to 25th Ave S**  
*Ulteig Project No. 08.00375*

Corridor Study Tasks	Senior Engineer	Lead Engineer	Design Engineer	Graduate Engineer	Engineering Technician	Clerical	Total hours	Cost
	Hourly Rate \$140	\$125	\$105	\$90	\$85	\$60		
<b>TASK 1: PROJECT ADMINISTRATION</b>								
1A Internal Project Development and Staff Meetings	8	16	8	8			40	\$4,680
1B Coordination with the City of Fargo	4	12					16	\$2,060
1C QA/QC Reviews	8						8	\$1,120
1D Invoicing/Monthly Progress Reports		16				2	18	\$2,120
<b>Rounded Subtotals</b>	20	44	8	8	0	2	82	\$10,000
<b>TASK 2: DATA COLLECTION</b>								
2A Collect Pavement/Sidewalk Condition Information		2		4	4		10	\$950
2B Collect Existing Plan, Utility, and ROW Plat Information		4		4	8		16	\$1,540
2C Collect Traffic and Crash Data (No Counts)	2		12				14	\$1,540
2D Prepare Base Maps		4		8	24		36	\$3,260
<b>Rounded Subtotals</b>	2	10	12	16	36	0	76	\$7,300
<b>TASK 3: ISSUE IDENTIFICATION AND DATA ANALYSIS</b>								
3A Model Use and Coordination	2		4				6	\$700
3B Conduct Traffic Operations Analysis	6		60				66	\$7,140
3C Conduct Crash Analysis	2		12				14	\$1,540
3D Evaluate Corridor Geometrics and Operations	2	6		8			16	\$1,750
3E Conduct Pavement Analysis	2	4		8			14	\$1,500
3F Environmental Issues Assessment	2	4					6	\$780
3G Evaluate Access Spacing and Location	4	4		8			16	\$1,780
3H Collect and Summarize Noise Data	4		4		12		20	\$2,000
<b>Rounded Subtotals</b>	24	18	80	24	12	0	158	\$17,200
<b>TASK 4: PUBLIC PARTICIPATION</b>								
4A Meetings with Study Review Committee (4 total)	16	24	8	8			56	\$6,800
4B Prepare and Conduct Public Input Meetings (3 total)	16	40	8	8	32		104	\$11,520
4C Meetings with Key Property Owners/Stakeholders		12					12	\$1,500
4D Public Information Handouts and Mailings	4	12		12	16	8	52	\$4,980
4E Document Public Input Comments		6				8	14	\$1,230
4F Set Up and Maintain Project SharePoint Site		4				16	20	\$1,460
<b>Rounded Subtotals</b>	36	98	16	28	48	32	258	\$27,500



**EXHIBIT A-2**  
**Ulteig Engineers, Inc.**  
**Fee Estimate for Transportation Planning Services**  
**University Drive Corridor Study**  
**from 13th Ave S to 25th Ave S**  
*Ulteig Project No. 08.00375*

Corridor Study Tasks	Senior Engineer	Lead Engineer	Design Engineer	Graduate Engineer	Engineering Technician	Clerical	Total hours	Cost	
	Hourly Rate	\$140	\$125	\$105	\$90	\$85			\$60
<b>TASK 5: PRELIM. PLAN LAYOUT &amp; ALTERNATIVE DEVELOPMENT</b>									
5A Access Management Alternatives		2	6		12	16	36	\$3,470	
5B Geometric and Typical Section Alternatives		2	4		16	40	62	\$5,620	
5C Right of Way Width Alternatives			2		8	8	18	\$1,650	
5D Widening and Reconstruction Alternatives			2		8	10	20	\$1,820	
5E Corridor Landscaping Alternatives			2		8	10	20	\$1,820	
5F Pedestrian and Bicycle Facility Alternatives			2		8	16	26	\$2,330	
5G Drainage and Utility Relocation Alternatives			2		8	8	18	\$1,650	
5H Transit, Travel Demand Management, and ITS Alternatives			2		8	8	18	\$1,650	
<b>Rounded Subtotals</b>		4	22	0	76	116	0	218	\$20,000
<b>TASK 6: ALTERNATIVE EVALUATION</b>									
6A Identify Alternative Impacts		2	4		8		14	\$1,500	
6B Determine Preferred Alternative(s) & Assist City with Financing Plan		4	10				14	\$1,810	
6C Estimate Construction and ROW Costs		2	8	12	12	16	50	\$4,980	
6D Comparison Matrix for Alternatives		2	8		8		4	\$2,240	
<b>Rounded Subtotals</b>		10	30	12	28	16	4	100	\$10,500
<b>TASK 7: REPORT PREPARATION AND SUBMITTAL</b>									
7A Prepare and Submit Draft Report		4	36			16	20	76	\$7,620
7B Incorporate Input/Changes into Final Report		6	16			4	16	42	\$4,140
7C NDDOT Management and City Commission Presentations		8	20			4		32	\$3,960
7D Submit Final Report and Executive Summary			4			8	8	20	\$1,660
<b>Rounded Subtotals</b>		18	76	0	0	32	44	170	\$17,400
<b>Project Labor Subtotal</b>		114	298	128	180	260	82	1062	\$109,900

Direct Cost Rounded Subtotal \$7,100

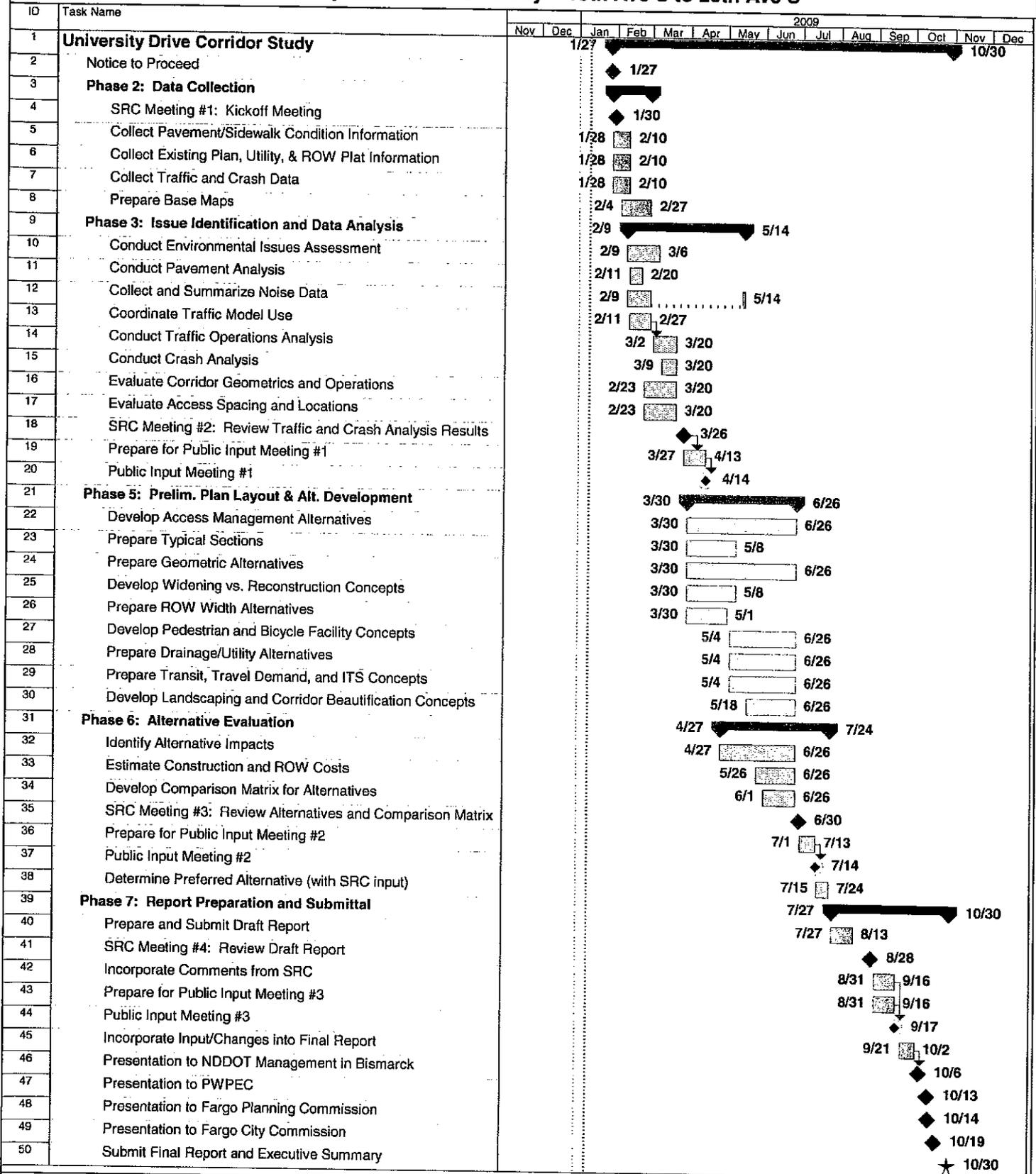
**GRAND TOTAL** \$117,000

Direct Cost Items

Subconsultant: Hanson Design Associates \$4,500.00  
 Subconsultant: Beaver Creek Archaeology \$500.00  
 Public Meeting Room Rental and Supplies Costs (assume 3 meetings) \$300.00  
 Materials, Supplies, and Printing Costs \$1,500.00  
 Travel Costs (assume 500 miles total @ \$0.55/mile) \$275.00

**Rounded Subtotal** \$7,100.00

## EXHIBIT A-3 Project Schedule University Drive Corridor Study -- 13th Ave S to 25th Ave S



Project: University Drive Corridor Stud Date: Fri 1/9/09	Task	Milestone	External Tasks
	Split	Summary	External Milestone
	Progress	Project Summary	Deadline

This is **EXHIBIT B**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Study and Report Phase Professional Services dated January 26, 2009.

## **Standard Terms and Conditions**

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The Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 4 OF THE AGREEMENT IS MODIFIED AS FOLLOWS:**

#### **B.4.02. *Other Provisions Concerning Payment***

##### **A. Estimated Compensation Amounts.**

1. If Engineer has provided in this Agreement estimates of the amounts that will become payable, then such estimates are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed the estimated amount when such services are completed.

##### **B. Adjustments**

1. Engineer's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of Engineer, the total compensation to Engineer shall be appropriately adjusted.
2. If used, the Standard Hourly Rates Schedule, Reimbursable Expenses Schedule, Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 26, 2009) to reflect equitable changes to the compensation payable to Engineer.

- C. *Reimbursable Expenses.*** Reimbursable Expenses means the actual expenses incurred by Engineer or Engineer's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit C, and if authorized in advance by Owner, overtime work requiring higher than regular rates.

- D. *For Additional Services.* Owner shall pay Engineer for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by Owner.
- E. *Invoices.* Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

**ARTICLE 5 OF THE AGREEMENT IS SUPPLEMENTED AS FOLLOWS:**

**B.5.06 *Dispute Resolution***

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.
- B. If a party alleges a dispute with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.
- C. Except as otherwise agreed, the parties shall select a mediator within 30 days of a written request for mediation. The mediator will endeavor to complete the mediation within 30 days thereafter. The parties will share the costs of mediation equally.
- D. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
- E. The mediator shall not be a witness in any legal proceedings related to this Agreement.
- F. If mediation is not successful in resolving the dispute, then the parties may exercise their rights under law.

**B.5.07 *Termination of Contract***

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

It is acknowledged by both parties that Engineer's scope of services does not include any services related to the presence at any site or property under study of asbestos, PCBs, petroleum, hazardous waste, radioactive materials, or other Constituents of Concern (as fully defined in EJCDC Document No. E-500). In the event Engineer or any other party encounters a Constituent of Concern at a site owned or controlled by Owner, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituent of Concern; and (ii) warrants that the site or property is in full compliance with applicable laws and regulations. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), which are or may be encountered at or near any such site or property in connection with Engineer's activities under this Agreement.

#### B.5.09 *Patents*

Engineer shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

#### B.5.10 *Ownership and Reuse of Documents*

All documents, drawings, CADD files or computer generated graphics prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of Engineer). Reuse of any such documents by Owner for purposes other than those included in the Assignment shall be at Owner's sole risk; and Owner agrees to indemnify and hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by Owner or by others acting through Owner.

#### B.5.11 *Use of Electronic Media*

- A. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by one party to the other are only for convenience of the recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- B. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the document creator at the beginning of this Assignment.
- C. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transfer errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by Owner.

#### B.5.12 *Opinions of Probable Costs*

- A. Construction Cost is the cost to Owner to construct proposed facilities. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with Owner's contemplated project, or the cost of other services to be provided by others to Owner pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
- B. Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.
- C. The services, if any, of Engineer with respect to Total Project Costs, as defined below, shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- D. Definition of Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the project, and the cost of other services to be provided by others to Owner.

#### B.5.13 *Force Majeure*

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

**B.5.14 Assignment**

Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.

**B.5.15 Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Engineer. Engineer's services under this Agreement are being performed solely for Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**B.5.16 Binding Effect**

This Agreement shall bind, and the benefits thereof shall inure to the respective parties thereto, their legal representatives, executors, administrators, successors, and assigns.

**B.5.17 Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**B.5.18 Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**B.5.19 Controlling Law**

This Agreement is to be governed by the law of the state in which the Engineer's principal office is located.

**B.5.20 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Study and Report Phase Professional Services dated January 26, 2009.

### **Reimbursable Expenses Schedule**

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Survey Vehicle	\$0.70/Mile
Car/Pickup	\$0.55/Mile
Snowmobile	\$105.00/Day
All Terrain Vehicle	\$105.00/Day
GPS or Robotic Total Station (Each Unit)	\$32.00/Hour
Total Station	\$16.00/Hour
CADD/Engineering Computer	\$11.00/Hour
Printing: Plan Sheet Prints	\$0.80/Sq Ft
8 1/2 x 11 Sheet Copying (Black and White)	\$0.20/Each
8 1/2 x 11 Sheet (Color) Copying (Color)	\$0.50/Each
Subsistence, Postage/Messenger and Miscellaneous Out-of-Pocket	At Cost

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Study and Report Phase Professional Services dated January 26, 2009.

**Standard Hourly Rates Schedule for University Drive Corridor Study – 13<sup>th</sup> Ave S to 25<sup>th</sup> Ave S**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal Engineer	\$165.00
Senior Engineer	\$140.00
Lead Engineer / Project Manager	\$125.00
Engineer	\$115.00
Design Engineer	\$105.00
Graduate Engineer	\$90.00
Right-of-Way Manager	\$120.00
Senior Right-of-Way Specialist	\$100.00
Lead Right-of-Way Specialist	\$90.00
Right-of-Way Specialist II	\$80.00
Right-of-Way Specialist I	\$70.00
Principal Land Surveyor	\$140.00
Senior Land Surveyor	\$120.00
Land Surveyor	\$95.00
Senior Survey Crew Chief	\$85.00
Survey Crew Chief	\$75.00
Surveyor Technician II	\$65.00
Surveyor Technician I	\$55.00
Senior Engineering Technician	\$105.00
Lead Engineering Technician	\$95.00
Engineering Technician	\$85.00
Senior GIS Analyst	\$120.00
Lead GIS Analyst	\$105.00
GIS Technician	\$95.00
Tech II	\$75.00
Tech I	\$70.00
Planning Manager	\$120.00
Senior Planner	\$105.00
Lead Planner	\$95.00
Planner II	\$85.00
Planner I	\$75.00
Senior Staff Support	\$120.00
Staff Support Lead	\$90.00
Staff Support	\$75.00
Clerical	\$60.00



**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. 5574

Type: Project Concept Report (PCR)

Location: 45<sup>th</sup> Street South – 23<sup>rd</sup> to 52<sup>nd</sup> Avenue

Date of Hearing: 1/20/09

<u>Routing</u>	<u>Date</u>	
City Commission	1/26/09	Consent
PWPEC File	X	
Project File	Jeremy Gorden	
Petitioners		
David W. Johnson		

The Committee reviewed the Executive Summary for the PCR for proposed improvements on 45<sup>th</sup> Street South from 23<sup>rd</sup> to 52<sup>nd</sup> Avenue South scheduled for 2010 construction.

On a motion by Jim Gilmour, seconded by Bruce Grubb, the Committee voted to recommend approval of the Project Decisions as detailed on Page ES – 10, 11 and 12.

RECOMMENDED MOTION

Approve Project Concept Report and Decisions for 45<sup>th</sup> Street Improvements.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Federal	\$ 8,000,000
Sales Tax	434,000
Sp. Assess	7,191,000
<b>Total</b>	<b>\$15,625,000</b>

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 50% escrow deposit required

<u>Yes</u>	<u>No</u>
	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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			X
X	X		
X	X		
X	X		
X	X		
X	X		

ATTEST:

*Mark H. Bittner*  
 Mark H. Bittner  
 City Engineer

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**EXECUTIVE SUMMARY  
AND DECISION REQUIRED**

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**EXECUTIVE SUMMARY****Project Number SU-8-984(108)111****PCN 16858****City of Fargo Project 5574****45<sup>th</sup> Street Reconstruction – 23<sup>rd</sup> Avenue South to 52<sup>nd</sup> Avenue South****I. PROJECT DESCRIPTION**

The City of Fargo, in cooperation with the NDDOT and FHWA, is studying options to reconstruct 45<sup>th</sup> Street South from 23<sup>rd</sup> Avenue South to 52<sup>nd</sup> Avenue South, a distance of three miles. The project number has been designated by the NDDOT as No. SU-8-984(108)111. This Project Concept Report (PCR) will address reconstruction alternatives and associated impacts for the 45<sup>th</sup> Street South reconstruction. The project limits are 23<sup>rd</sup> Avenue South (one block south of the Interstate 94 ramps) and 52<sup>nd</sup> Avenue South (three miles south of I-94). The project is scheduled for construction in 2010.

In addition to the road reconstruction, the City intends to install a large diameter sanitary sewer interceptor, which has been detailed in their master plan for wastewater collection and treatment. The 45<sup>th</sup> Street project will utilize federal urban funds (80.93%), state funds (0%) and local funds (19.07%). Federal funds are capped at \$8 million. Any water, sanitary sewer, storm sewer, drainage improvements outside of the roadway or other non-eligible costs would be 100% city cost. The City will also be responsible for all eligible costs which exceed \$8 million.

Figure ES.1: Project Location Map



## II. SCOPE OF WORK, SCHEDULE AND OPINION OF COST

The scope of work included a corridor specific analysis resulting in a PCR outlining the various reconstruction alternatives for three miles of 45<sup>th</sup> Street in south Fargo. The purpose of the PCR is to review existing conditions, analyze present and future deficiencies, develop alternatives to address these deficiencies and identify impacts that may result based upon the various alternatives.

Additionally, the City of Fargo intends to construct / upgrade utilities along 45<sup>th</sup> Street during the planned reconstruction. This includes a new 42" diameter sanitary sewer interceptor and new storm sewer as needed based upon the selected alternative. Other utilities may need to be relocated as part of the project. The schedule calls for reconstruction in 2010 when federal funding for the project is available. The proposed reconstruction follows the existing road alignment.

The estimated project cost for the 4-lane divided roadway (Alternative B) from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South is \$9,731,085. The estimated project cost for the 6-lane divided section (Alternative C) over three miles is \$11,391,150 with bridge widening at County Drain 27 (CD 27), or \$11,491,150 with a separate pedestrian bridge at CD 27. Widening the existing 4-lane section from 23<sup>rd</sup> Avenue South to 32<sup>nd</sup> Avenue South by adding a lane in each direction has been included in the estimate for Alternative C. The preliminary estimate for the lane addition between 26<sup>th</sup> Avenue and 32<sup>nd</sup> Avenue is approximately \$1,000,000. A preliminary opinion of probable cost, including various options is included in Appendix A.

### III. **PURPOSE AND NEED**

**Need:** As the area served by 45<sup>th</sup> Street in southwest Fargo continues to develop, vehicle, pedestrian and bicycle traffic are also increasing dramatically. With a 2-lane roadway width of only 26' from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South, the existing 45<sup>th</sup> Street section is unable to handle near-term and long-term increases in traffic.

In addition to the issue of roadway capacity, the development south of 23<sup>rd</sup> Avenue South has created the need to address access for both residential and commercial properties. Intersection locations and driveway placements need to be analyzed in order to provide safe and convenient access for residents and businesses. Finally, the existing section south of 32<sup>nd</sup> Avenue South is an elevated 2-lane roadway with steep side slopes and rural style ditches. The build alternative should address changes in elevation and surface / underground drainage.

**Purpose:** The overall purpose of the project is to provide a safe and efficient surface transportation network for businesses and travelers. For 45<sup>th</sup> Street this includes increasing the capacity to a level of service (LOS) of "C" or better, eliminating the steep side slopes associated with a rural section, providing adequate drainage and safe access. In order to accommodate the identified needs and geometric improvements to 45<sup>th</sup> Street, the existing roadway will require changes.

### IV. **PROPOSED IMPROVEMENTS**

The alternatives analyzed within the scope of the PCR included the following scenarios:

2010 Construction – 23<sup>rd</sup> Avenue South to 52<sup>nd</sup> Avenue South

- No Build (maintain 2-lane roadway)
- 4-Lane Roadway
- 6-Lane Roadway

Separate traffic and crash analyses were prepared based on traffic projections included in the model maintained by the Advanced Traffic Analysis Center (ATAC) at NDSU. Appendix D contains technical memorandums discussing traffic operations including traffic projections, level of service and signal warrants.

#### **A. Alternative A: No Build**

Leaving the existing roadway in place "as is" does not meet the need outlined previously in this report. While slope flattening and the addition of storm sewer could improve conditions, a LOS C cannot be obtained with the existing 2-lane configuration south of 32<sup>nd</sup> Avenue South. All major intersections from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South will operate at a LOS F in 2030 except for 52<sup>nd</sup> Avenue which will operate at LOS C. All intersections from 23<sup>rd</sup> Avenue South to 30<sup>th</sup> Avenue South will operate at LOS C. The traffic signal configuration consists of existing signals at 23<sup>rd</sup> Avenue South, Amber Valley Parkway, 32<sup>nd</sup> Avenue South and 40<sup>th</sup> Avenue South with a new signal planned for 52<sup>nd</sup> Avenue South in 2008. The warrant analysis has estimated that signal warrants for 30<sup>th</sup> Avenue South will be satisfied by 2014, 36<sup>th</sup> Avenue South and 44<sup>th</sup> Avenue South will be satisfied by 2011 for the existing geometry. The "No Build" alternative fails to meet the pre-defined needs and required level of service.

## B. Alternative B: 4-Lane Roadway

Alternative B would include the complete reconstruction of 45<sup>th</sup> Street from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South. No construction would take place from 23<sup>rd</sup> Avenue South to 32<sup>nd</sup> Avenue South, which is already an existing 4-lane facility. The proposed improvements would include a 4-lane divided roadway with a raised median and dedicated turn lanes. The preferred pavement for an arterial in Fargo is concrete. The concrete street section would be flanked by curb and gutter. A complete new storm sewer system would be installed between 40<sup>th</sup> Avenue South and 52<sup>nd</sup> Avenue South. This system would connect to a trunk storm sewer and lift station installed near Cass County Drain 27 (CD 27) in 2006.

Additionally, new street lighting and utility upgrades would be installed as needed. The existing profile would be modified to adjust the dramatic difference between the roadway and the ditches. The addition of storm sewer will allow for filling most of the ditch sections, although some behind the curb low spots may remain. The 2000 Bicycle/Pedestrian plan calls for a Class I multi-use path from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South. The City is also planning a path along CD 27, which should tie into the 45<sup>th</sup> Street improvements.

The level of service (LOS) analysis indicates that a 4-lane divided roadway will meet the traffic needs up through the year 2030 projections. Additionally, Alternative B could be constructed without widening the bridge at CD 27. The traffic signal configuration is the same as the "No Build" with the exception of the timing for signals at 36<sup>th</sup> Avenue South and 40<sup>th</sup> Avenue South.

Intersections meeting warrants for signalization by 2030 include:

- 23<sup>rd</sup> Avenue South (existing signal)
- Amber Valley Parkway (existing signal)
- 30<sup>th</sup> Avenue South (projected need – 2014)
- 32<sup>nd</sup> Avenue South (existing signal)
- 36<sup>th</sup> Avenue South (projected need – 2013)
- 40<sup>th</sup> Avenue South (existing interim signal)
- 44<sup>th</sup> Avenue South (projected need – 2013)
- 52<sup>nd</sup> Avenue South (new signal – 2008)

These warrants are based on the traffic model maintained by ATAC and include the Ace Brandt property special generator for 640 acres of development west of 45<sup>th</sup> Street near 32<sup>nd</sup> Avenue South. The 4-lane divided alternative meets the pre-defined needs for current and year 2030 projected traffic levels, along with required LOS of C or better at 23<sup>rd</sup> Avenue South, Amber Valley Parkway, 30<sup>th</sup> Avenue South, 32<sup>nd</sup> Avenue South, 40<sup>th</sup> Avenue South and 52<sup>nd</sup> Avenue South, with a LOS B expected at 36<sup>th</sup> Avenue South and 44<sup>th</sup> Avenue South.

Historically, Fargo has had to widen several 4-lane roadways to 6 lanes once increased traffic reduced the level of service below the accepted standards. This may happen beyond the 20-year design horizon. Consequently, it may be prudent to design the 4-lane roadway described as Alternative B for the possible addition of a future lane in each direction. This may be accomplished by careful placement of street lights, sidewalks, landscaping and utilities outside the area of potential conflict. Additionally, gradients and surface drainage within the boulevard areas should be designed to accommodate future widening without creating substantial cut or fill sections.

## C. Alternative C: 6-Lane Roadway

Alternative C would initially include the complete reconstruction of 45<sup>th</sup> Street from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South as well as the addition of an third through lane from 26<sup>th</sup>

Avenue to 32<sup>nd</sup> Avenue. The proposed improvements would create a 6-lane divided roadway with a raised median and dedicated left turn lanes. This alternative would include all the improvements considered under the 4-lane section plus an additional through lane in each direction. The outside lane would be a combined "through/right" at the intersections with no dedicated "right turn only" lane. Alternative C would also require widening of the structure at CD 27 or a separate pedestrian structure.

The traffic analysis indicated that a LOS C will be obtained by the 6-lane divided roadway through the year 2030. The LOS varies only slightly from Alternative B as the increase in capacity is offset by only allowing protected left turn movements at intersections. Signal configuration would be similar to Alternative B. Given the moderate increase in the cost of Alternative C over Alternative B (17.5%), Alternative C shows merit as a viable construction alternative.

## **V. ENVIRONMENTAL ISSUES AND COMMITMENTS**

### **A. Social**

The reconstruction of 45<sup>th</sup> Street would improve overall safety conditions for the traveling public and increase opportunities for bicyclists and pedestrians.

### **B. Water Quality and Wetlands**

Although not identified on the National Wetlands Inventory (NWI) maps, a Type I office delineation identified approximately 0.05 acres of permanent impacts and an additional 0.05 acres of temporary impacts at CD 27. These impacts are only associated with Alternative C, the 6-lane divided roadway, which will require the existing bridge to be widened or the construction of a separate shared use bridge.

CD 27 is classified as "waters of the United States," therefore, any work in the channel related to fill or bridge supports will require a Section 404 USACE permit.

### **C. Cultural Resources**

A Class III cultural resource inventory was undertaken by Beaver Creek Archaeology. Their report found no indications of archaeological or historic resources that would be impacted by the project. SHPO concurs with the NDDOT determination that "No Historic Properties Affected."

### **D. Utilities**

Numerous utilities are located within the study area, with electrical transmission lines being abundant. Western Area Power Administration (WAPA) has a 230,000 volt transmission line that crosses 45<sup>th</sup> Street north of the intersection with 52<sup>nd</sup> Avenue South. This line will not be impacted. Minnkota has a 69,000 volt overhead line near the same location. Vertical clearance (26') is the only issue that needs to be addressed during design. Cass County Electric Cooperative has a few perpendicular underground crossings and an overhead system paralleling 45<sup>th</sup> Street. The overhead lines will be removed and new cable placed underground when the road is reconstructed.

Xcel Energy has both gas mains and electrical transmission lines within the project limits. A substation is located at the southeast corner of 32<sup>nd</sup> Avenue South and 45<sup>th</sup> Street. A large overhead distribution system extends south along the east side of 45<sup>th</sup> Street to an east - west utility corridor that is located where 48<sup>th</sup> Avenue South should have been. This line is shared with Otter Tail Power. Xcel Energy also has 6" and 8" gas mains parallel to 45<sup>th</sup> Street on the west side in a common trench.

The City of Fargo has both sanitary sewer and potable water located in the corridor. The locations of these lines and impacts associated with the installation of the new 42" sanitary sewer interceptor are outlined in Appendix E.

Various other utilities, including cable, phone and fiber, are located in the 45<sup>th</sup> Street right-of-way. No major impacts associated with these utilities have been identified.

**E. Temporary Construction Impacts**

The "build" alternatives will raise the level of noise and dust throughout the construction of the project. Traffic delays will also increase as through traffic is either restricted or detoured depending on contractor activities. Unavoidable impacts should be mitigated if possible.

**F. Pedestrian / Bicycle Facilities**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) and Fargo Parks District requested that a Class 1 multi-use path should be constructed in the City right-of-way from the park land south of 46<sup>th</sup> Avenue South to 52<sup>nd</sup> Avenue South. The request is for a 10' to 12' wide path that will adjoin the portion that has already been completed from 23<sup>rd</sup> Avenue South to 46<sup>th</sup> Avenue South. This 6-block section of path will be constructed regardless of the alternative selected.

**G. Permits**

- A Section 404 permit from the Army Corps of Engineers will be required for the project if the structure at CD 27 is replaced or widened, or if a separate pedestrian structure is constructed as part of Alternative C.
- A NPDES permit from the North Dakota Health Department (ND HD) will be required as the project will disturb more than 1 acre of ground. Temporary erosion control will be required. This would apply to Alternatives B and C.
- A permit will also be required from the Southeast Cass Water Resource District if the structure at CD 27 is replaced or if the bike path along 45<sup>th</sup> Street is connected to the CD 27 shared use path (only Alternative C).
- Floodplain development – Depending on the outcome of the South Side Flood Control Study, a floodplain development permit may be needed.

**VI. PUBLIC ISSUES**

The public has requested a signal at 36<sup>th</sup> Avenue South or 37<sup>th</sup> Avenue South to provide safe access. Additionally, the majority of the public indicated that their preference is to build Alternative C (6-lane divided) in one year with all traffic detoured to alternate routes.

**VII. SUMMARY OF COMMENTS**

Copies of the solicitation of views and agency responses are included in Appendix F. Comments from the two public meetings, held on March 27, 2007 and August 2, 2007, are included in Appendix I as well as comments from the public hearing held on April 1, 2008. These include the results of a survey that was included in the second mailing. Both the meetings and the public hearing provided information about the project and allowed for public input and questions.

Draft PCR's were distributed for review in October, 2007 and March, 2008. Comments were received from the NDDOT and FHWA. The City of Fargo had no initial comments. The significant comments and response to comments are included herewith below, while other comments are listed after the decisions:

**Comments from NDDOT and FHWA 11-16-2007**

The Environmental Section has reviewed the draft PCR for project number SU-8-984(108)111 / PCN 16858, a grading, paving and incidentals project, and offers the following comments/concerns:

**Sheri Lares – Environmental Section, Design Division**

18. Section 4.8 states there are no wetlands or wetland impacts but goes on to state that there are jurisdictional wetlands. Please revise. Further, Section 4.18 goes on to state that there will be impacts associated with the 6-lane section and a USACE permit will be required. Please correct the discrepancies.

**The text does not state that there are jurisdictional wetlands. It states that there are “waters of the United States” under the jurisdiction of the USACE. CD 27 contains seasonal flows from the drainage area to the southwest. Text has been modified to clarify that there are no wetlands adjacent to or outside the CD 27 channel in the project limits.**

22. The document did not contain a section on cumulative impacts; however, a number of projects in the area were referred to in the last paragraph on page 8; please include the discussion.

**The discussion on related projects has been expanded in Section 1.3.1.**

25. To be consistent with Design Memorandum No. 05-2005, please revise the paragraph (note that you need to determine whether it required a Type I Office Review or Type II Field Review) as follows:

A Type I office delineation (or A Type II on-site wetlands review) was conducted by \_\_\_\_\_ on \_\_\_\_\_. Approximately 0.14 acres of permanent wetland impacts will occur, of which 0.08 acres are jurisdictional wetlands. In addition, approximately 0.70 acres of temporary wetland impacts are expected as a result of \_\_\_\_\_. **Please refer to the Wetland Impact Table.**

The permanent wetland impacts will be mitigated at \_\_\_\_\_. The temporary impacts will not be mitigated as original grades will be re-established. As the amount of earthwork is confirmed in the design phase, adjustments will be made as necessary to the permanent and temporary impact totals.

There will not be any tree impacts/Approximately \_\_\_\_ trees will be impacted and mitigated at a 2:1 ratio.

**A Wetland Impact Statement and table have been added.**

**Traffic Operations Section, Planning & Programming Division**

- Page 13: -Section 2.10, what is the basis for using an average of 5 crashes per year to determine if an intersection should be considered a High Crash location?

**Five crashes per year were used as a rule of thumb and is tied to the Manual on Uniform Traffic Control Devices (MUTCD) crash experience traffic signal warrant (Warrant 7). One of the criteria to satisfy the warrant is to have 5 or more crashes in a 12 month period. For this reason, five crashes were used as a planning level threshold for the corridor. If another threshold is available, we can update the analysis and text accordingly.**

Page 20: -Section 3.4.3, study shows the 2030 LOS for Alternative B: 4-Lane Divided Roadway. Why not also show 2030 LOS for Alternative A: No Build, and Alternative C: 6-Lane Divided Roadway?

**For Alternative A, the 2030 traffic volumes along the corridor were high enough that a "No Build" option did not seem reasonable. HWS did not anticipate that the current lane configuration along the corridor could provide sufficient capacity for year 2030 traffic volumes; therefore it was not analyzed.**

**Alternative C was not analyzed because Alternative B provided sufficient capacity for the corridor. For this reason, analysis of Alternative C did not seem necessary. The LOS for each of the scenarios has been analyzed and the results included in the Traffic Analysis Technical Memo.**

Page 23: -Section 3.4.8, what about the new lighting system for Alternative B and Alternative C? Include the analysis for the new system, such as the number of standards, types of standards and luminaires, lighting levels, spacing, estimated costs, etc.

**The lighting costs associated with each alternative were included in the appendix. A description of the standards and spacing has been added.**

Page 24: -Section 3.4.14; please clarify what is being recommended for construction traffic operations. The first paragraph in Section 3.4.14 says "it is proposed to maintain two-way traffic through the corridor at all times during construction." However, the Executive Summary decision item #4 (page 6) says "public opinion surveys indicate the public would like the City to close the road and detour traffic... Should portions of 45<sup>th</sup> St be closed to traffic during construction..."

**A revised discussion on access and construction detour options has been included in this section.**

#### **Appendix D – Traffic and Crash Analysis**

Page 4: -Which intersections would be signalized now? Using growth rates, in which year would the other intersections meet signal warrants? Please include signal warrant analysis sheets for this section.

**The traffic signal warrant analysis sheets have been added to the updated Traffic Analysis Memo. In addition, the PCR has been updated to include estimates for when intersection traffic volumes will satisfy traffic signal warrants.**

#### **Jeff Forster/Steve Busek – Federal Highway Administration**

1. I am wondering about the subject of logical termini and segmenting, particularly if a 6-lane alternative is selected. Does that point the gun to the north for 6-lane as well, especially since the section north of I-94 is already 6-lane? I believe the segment from 32<sup>nd</sup> to I 94 is 4-lane and I'm not aware of expansion plans for that segment. Also, what happens to the south of 52<sup>nd</sup>? Is that the subject of a separate action or are we pre-empting future alternatives by pointing the gun with 6-lanes?

**The portion of 45<sup>th</sup> Street between 32<sup>nd</sup> Avenue South and I-94 has already been partially reconstructed as a 6-lane facility. There are three northbound lanes starting at 26<sup>th</sup> Avenue South and continuing past 23<sup>rd</sup> Avenue South where the far right lane exits to the I-94 eastbound ramp. Similarly the widened pavement section for the southbound**

**right turn lane at 23<sup>rd</sup> Avenue South continues across the intersection all the way to 26<sup>th</sup> Avenue South where the far right lane becomes a right turn only.**

**The other half mile from 26<sup>th</sup> Avenue South to 32<sup>nd</sup> Avenue South is a 4-lane divided section with dedicated right and left turn lanes. There are three full intersections planned for in this stretch of road (Calico Drive, 30<sup>th</sup> Avenue South and 31st Avenue South). Each intersection is spaced approximately 660' apart and has dedicated right turn pockets. With the turn lanes and tapers, most of this reach has already been graded for a 6-lane facility. The City of Fargo has designed this section of roadway to be easily expanded by placing lights, walks and utilities outside the footprint of a 6-lane divided roadbed. At this time, the City has no plans to widen the roadway. However, a PCR has been prepared to review options to widen the bridge over I-94.**

**The extension of 45<sup>th</sup> Street south of 52<sup>nd</sup> Avenue South is dependent on the timing of new development. The current Metro COG Long Range Transportation Plan (LRTP) identifies this stretch as a 3-lane roadway. If new retail/commercial centers are constructed as proposed, the City may wish to consider a 4-lane divided roadway to accommodate significant vehicular traffic. The City has recently constructed several arterial/section line roads as 4-lane divided with the possibility of expansion to 6-lane in the future.**

2. I was also not clear on which intersections will be proposed for traffic signals under the project and the status of meeting warranting conditions. Maybe it's there but I'm not seeing it clearly. 32nd and 40th have signals now (I believe 40th may be considered an interim signal). The cost estimate indicates installation of 3 permanent and 1 interim signal. So, does that mean 32<sup>nd</sup>, 40th and one other intersection (say 52nd) will meet warrants upon construction and another intersection (say 36th) will be proposed for interim signals? I would like to have it expressed very clearly which intersections meet signal warrants and are proposed for signal installation under the project. If there is a location that will not meet warrants but is being proposed for an interim signal under the project I would like to see a clear basis for that action.

**The traffic study memorandum has been updated to more clearly define when traffic signals are warranted; however the use of future year volumes to determine when traffic signal warrants will still only be an estimate. HWS has added text that recommends that the traffic volumes at intersections be monitored and traffic signals installed when the warrant is satisfied. The City intends to install a new signal at the intersection of 45<sup>th</sup> Street and 52<sup>nd</sup> Avenue South in 2008. The existing and future signal locations have been added to Sections 3.4.3 and 3.5.3.**

3. I don't see that the PCR addresses/analyzes/discloses the impacts of a construction alternative of closure/detour of 45th. However, that alternative is identified as a decision item. How can it be a decision item without having supporting analysis?

**A discussion of construction detours and traffic including the road closure has been included in Sections 3.4.14 and 3.5.14.**

The Draft PCR was redistributed to those that made comments on the first draft to ensure that their comments were adequately addressed. Additional comments were received from the NDDOT and FHWA. The City of Fargo had no comments. The comments and response to comments are included herewith:

**Comments from NDDOT and FHWA 05-06-2008**

**Gary Goff – Federal Highway Administration**

I've reviewed the Pre-final PCR for the subject project. I do not believe that our comment regarding the logical termini was adequately addressed. Our concern is that the proposed project does not establish independent utility with respect to traffic on other segments of 45th Street. If 6 lanes is considered an alternative for the segment between 32nd Ave. S. to 52nd Ave. S., how will this affect the segments from I-94 to 32nd Ave. S. and from 52nd Ave. S? If the other segments are affected by this project then the corridor (logical termini) should be expanded.

**After discussion with the NDDOT, the study limits were expanded to include 23<sup>rd</sup> Avenue South to 32<sup>nd</sup> Avenue South. The area north of 23<sup>rd</sup> Avenue South has been analyzed in a separate PCR. The stretch of 45<sup>th</sup> Street from 23<sup>rd</sup> Avenue South to 32<sup>nd</sup> Avenue South is already a 4-lane section, so the alternatives will include a no build and 6-lane section. The proposed construction programmed for 2010 will include 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South for Alternative B, and 23<sup>rd</sup> Avenue South to 52<sup>nd</sup> Avenue South for Alternative C.**

**VIII. EXECUTIVE DECISIONS**

1. Should this project continue to be developed?

Yes  No

Comments

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2. The Project Concept Report recommended replacement of the existing 2-lane asphalt road from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South with a 4-lane divided concrete section. Do you concur with this recommendation as proposed?

Yes  No

Comments

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3. If the answer to Question 2 is No, should the 2 lane asphalt road from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South be replaced with a 6-lane divided concrete section?

Yes  No

Comments

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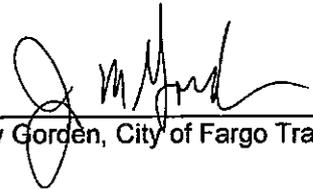
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- 8. Detailed public opinion surveys indicate that the public would like the City to construct the project in one construction season. Should the two miles of street described in the PCR be constructed in one year if possible?

Yes   X   No       

Comments

45th St bridge widening at Drain 27 may be constructed  
in 2009 subject possible Federal Stimulus funding

  
 \_\_\_\_\_  
 Jeremy Gorden, City of Fargo Traffic Engineer

1-21-09  
 \_\_\_\_\_  
 Date

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 Dennis Walaker, City of Fargo Mayor

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 Date

**COMMENTS FROM 11-16-2007**

**Local Government Division**

- 1. Pages 1 and 8, second paragraph – the project will utilize federal urban funds, not regional funds. Please correct. Also, please note that the federal funds are capped at \$8 million. Any amount above the cap will be 100% city funds.

**The above referenced paragraph has been revised.**

- 2. Page 1, Section II, second paragraph – Please note that the federal funds are available in FY 2010. If the City wants to construct in 2009, they must AC the project and DOT can reimburse them in 2010.

**The paragraph has been revised to include these comments. The City has rescheduled construction of 45<sup>th</sup> Street for 2010.**

- 3. Page 2, Section III. A, second paragraph – What type of impacts to the bridge?

**Impacts to the bridge may include the need to widen the existing bridge or construct a separate pedestrian bridge. The PCR has been revised to state the impacts and the discussion moved to Section V.**

- 4. Page 4, Section V.A – Delete the first sentence as it doesn't apply to this section.

**The first sentence has been deleted.**

- 5. Page 5, Section V.G – A Section 404 permit may also be required if the structure is widened.

- 4. Should the 4 lane concrete road from 26<sup>th</sup> Avenue South to 32<sup>nd</sup> Avenue South be widened to a 6-lane divided concrete section?

Yes  No

Comments

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- 5. If a 6-lane divided concrete section is chosen for the segment from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South, should the existing bridge be widened to accommodate the shared use path?

Yes  No

Comments

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- 6. If a 6-lane divided concrete section is chosen for the segment from 32<sup>nd</sup> Avenue South to 52<sup>nd</sup> Avenue South, should a separate pedestrian bridge be constructed between the power poles to the east of the existing bridge to accommodate the shared use path?

Yes  No

Comments

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- 7. Detailed public opinion surveys indicate that the public would like the City to close the road and detour traffic around 45<sup>th</sup> Street to allow the contractor unrestricted access to portions of 45<sup>th</sup> Street. Should portions of 45<sup>th</sup> Street be closed to traffic during construction to facilitate the construction of the entire cross-section within the phasing limits?

Yes  No

Comments

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**The section has been modified to state that a 404 permit may be required if the structure is widened or reconstructed.**

6. Page 9, Section 1.3.2, second paragraph – The traffic analysis is not included in Appendix B. Please correct.

**The Traffic and Crash Technical Memorandum is included in Appendix D. This has been corrected in the PCR. The full analysis has been provided as a separate report.**

7. Page 15, Section 2.12 – Please state the widths of the existing sidewalks and bikeways on the structure.

**The existing sidewalk on the bridge is 6' wide, and the bike path is 10' wide.**

8. Page 23, Section 3.4.11 – The second paragraph mentions a proposed 4.5' sidewalk. This conflicts with the typical section on page 19 which shows a 5' sidewalk. Which is correct?

**The proposed sidewalk is 4.5' wide. The typical section has been revised to show a 4.5' sidewalk.**

9. Page 24, Section 3.4.14 – Since there is a decision item to close 45<sup>th</sup> Street and detour traffic, there must be discussion in this report that fully explores this option.

**A discussion on closing 45<sup>th</sup> Street and detouring traffic has been added to this section.**

10. Page 27, Section 3.5.7.2 – The heading refers to 33<sup>rd</sup> Avenue South while the paragraph below it refers to 34<sup>th</sup> Avenue South. Which is correct?

**This section is referring to 33<sup>rd</sup> Avenue South. The text in the paragraph has been revised.**

11. Page 28, Section 3.5.9.1 – This section should be for Alternative C.

**The reference has been corrected.**

12. Page 36, Section 4.18 – All permits should be listed in this commitments section.

**A list of all permits that may be required has been added to this section.**

13. Page 37, Section 5.3 – Please remove the reference to the South University Drive project in the first paragraph.

**This reference has been deleted.**

14. Page 39, Section 5.5.1, first paragraph – Public Input Meeting advertisements need to be published 15-21 days prior to the meeting. By advertising one week prior to the meeting, the project failed to meet the requirements for adequate public notification. Please refer to the NDDOT Design Manual for federal aid projects.

**The advertisement for the public hearing will follow the protocol outlined in the Design Manual. It should be noted that the City sent out a mailer with a meeting notice, newsletter and comment sheet two weeks before the public meeting. Addresses for the mailing ranged from one-half mile west of 45<sup>th</sup> Street over to halfway in between 42<sup>nd</sup> Street and 45<sup>th</sup> Street.**

15. Appendix A – The cost estimate needs to be organized according to NDDOT spec, code and pay item descriptions.

**The opinion of cost has been revised.**

16. Appendix B, Sheet 6 and Appendix C, Sheet 6 – What will be done between 36<sup>th</sup> Avenue South and 37<sup>th</sup> Avenue South where you show both an existing path and a proposed path?

**The existing bike path will remain in place; the intersections will require some modifications to align with the reconstructed streets.**

17. Appendix G – Remove the Class III Cultural Resource Inventory from the PCR. Add the SHPO letter that states their concurrence with No Historic Properties Affected, to Appendix F. If you need a copy of this letter, please contact the Local Government Division.

**The SHPO letter has been included. The Class III CRI has been removed.**

18. Appendix I, Public Meeting Handouts dated March 27, 2007 and August 2, 2007 – These handouts should have been submitted to Local Government for review prior to the meeting. The flyers should not have stated the use of federal regional funds, but should have called out federal urban funds. NDDOT needs to be given adequate notice of and needs to be involved in the public involvement process for federal aid projects.

**The comment sheets for the public hearing will be sent to the NDDOT for review prior to the meeting.**

19. Section 5.5.2 mentions that no public hearing is planned. There is also a decision item on whether or not to hold a public hearing. The public input meeting handouts listed a public hearing under future activities. When these handouts noted a public hearing under future activities, you obligated the project to hold one.

**A public hearing for the project has been scheduled for April 1, 2008 at Kennedy Elementary.**

20. Appendix I, Public Input Survey for Construction Options Table – Please give a total number of responses for each option.

**The responses have been totaled.**

**Sheri Lares – Environmental Section, Design Division**

The Environmental Section has reviewed the draft PCR for project number SU-8-984(108)111 / PCN 16858, a grading, paving and incidentals project, and offers the following comments/concerns:

1. Please include PCN on cover of PCR.

**The PCN has been added.**

2. Please follow the Design Manual for use of footer, including project number and PCN.

**The footer for the PCR has been modified.**

3. Please remove company logo from signature page and PCR footer.

**The logo has been removed.**

4. Please begin the Executive Summary with page numbering titled ES and then the body of the PCR should begin on page 1.

**The page numbering has been revised.**

5. Please define the acronym the first time used in the document.

**Acronyms have been defined as requested.**

6. Table of Contents – please include items contained within the Executive Summary.

**The Executive Summary has been added to the Table of Contents**

7. Table of Contents – the descriptions for Sections 3.4.7.10-3.4.7.13 do not match the labeling in the body of the PCR. Also applies to Sections 3.5.7.10-12.

**The Table of Contents has been revised.**

8. Page 2 – please remove discussion on options when discussing purpose and need.

**That portion of the text which described options has been removed**

9. Page 3 – NEPA requires analysis of no-build; remove statement that it is "unacceptable".

**The text has been revised.**

10. Page 4 – Please clarify what is meant by the statement that the life of the concrete dictates whether the roadway should be designed for a future lane in each direction; shouldn't it be based on purpose and need rather than the life of the concrete?

**The text has been revised. Regardless of the pavement life, experience has shown that in many instances urban arterials originally constructed with 4 lanes, were eventually reconstructed or widened to 6 lanes. This may or may not occur within the 20-year projection time period. Prudent planning and design should allow for this potential expansion if the existing right-of-way allows for it. This typically saves significant funds by reducing the costs associated with relocating sidewalks, bike paths, street lights, boulevard trees and other utilities that may be in conflict.**

11. Page 4 – states that Alternative B has undesirable LOS, yet earlier on the same page it states that Alternative B meets LOS C with current and projected traffic; please revise the discrepancies.

**The LOS for the 4-lane and 6-lane are now included. The text has been corrected.**

12. Page 5 states a public hearing will be held, however, Section 5.5.2 states that it will not be held. In the letters to the public and during the public meetings it was stated that a public hearing will be held. Please correct the discrepancies. Further, in our opinion, since you told the public at the public meetings that a hearing will be held it is not appropriate for you not to hold one.

**A Public Hearing has been scheduled for April 1, 2008 at Kennedy Elementary School.**

13. Page 4 states that SHPO determined No Historic Properties Affected and "additionally a Class III" survey was conducted. Please revise the sequence of order; further SHPO does not determine, they concur (or not) with NDDOT recommendations. Please coordinate further for technical accuracy with the Cultural Resources Section.

**The statements have been revised. The SHPO letter and NDDOT letters are included in the appendix.**

14. Section 2.12 states the bridge accommodates 4 lanes of through traffic; Section 3.4.5 states the bridge was designed to accommodate 5 lanes; please clarify discrepancies.

**Section 2.12 has been revised. The bridge is wide enough for 5 lanes or 4 lanes with a center median.**

15. Section 3.4.14 states that cross streets will be closed; please include in the discussion in Section 4.14.3 Detours/Accessibility.

**The referenced section has been expanded to discuss the construction detour**

16. Section 3.5.11 states that a 6-lane alternative will require the full use of the existing bridge, eliminating the ped/bike path; Section 4.5 states a minor impact to path will occur. This was not included in a discussion on Section 4(f) impacts; however Section 4.13 states no impacts, path will be realigned, and no impacts to Section 4(f) or 6(f). There are quite a number of discrepancies regarding this that need to be revised. Further, there seems to be confusion as to what is a 6f property.

**The text has been revised. Section 4(f) and Section 6(f) have been listed separately.**

17. Section 4.1 refers to the Technical Advisory and PCRs. It appears that the author is unfamiliar with this document and the other references to CEQ and NEPA; it appears that this information was copied from other reports prepared by NEPA practitioners and is taken out of context. Further, it is advisable to review the documentation before simply referencing it.

**The reference has been removed.**

19. Section 4.9 – floodplain is one word; please revise since it was described as both flood plain and floodplain throughout.

**Text has been revised.**

20. Section 4.17 is titled "Low Income and Minority Living Areas Including 4(f) and 6(f);" 4(f) and 6(f) properties are separate from Low Income and Minority Living Areas. Please address the impacts in separate sections and review the regulations that were cited.

**Separate sections have been included.**

21. Section 4.19 - The bald eagle was officially removed from the list of threatened and endangered species, Wednesday August 8, 2007. Therefore, please revise.

**The reference has been removed.**

23. Section 5.5 – public involvement did not follow the Design Manual. Meetings need to be advertised 15 to 21 days prior to the meeting. It is noted that the kickoff meeting was advertised one week prior; it does not state the timeframe for the second meeting. Further, the comment period was not identified in the ad or handout or presentation.

**See response to comment #14 from Local Government.**

24. Please include the master SOV list in the Appendix.

**The list has been added.**

Appendix D – Traffic and Crash Analysis

Page 6: -If the through traffic queue is longer than the turn lane traffic queue, the full width turn lane length should be based on the through traffic queue. Otherwise, during peak hours, through traffic will back-up past the turn lane, and turning traffic will not be able to get into the turn lane.

**The queue length analysis section and subsequent storage length figure can be updated to reflect this change.**

Page 7: -Intersection crash diagrams should be included.

**The crash data was obtained from the City and is considered to be excepted from disclosure pursuant to 23 USC § 409. Since the PCR will be a public document, we decided not to include the specifics of the crash data, such as crash diagrams, to avoid violating the non-disclosure policy. We were not planning on including them in the document.**

**Doug Schumaker – Traffic Section, Design Division**

I have no comments.

**Larry Schwartz – Bridge Division**

I have no comment on this Draft PCR.

**Comments from NDDOT and FHWA 05-06-2008**

**Stacey Hanson - Local Government Division**

Section 1.2 states that the project is scheduled for construction in 2009. According to your response to my previous comment, the project is scheduled for 2010. Please correct.

**Sheri Lares – Environmental & Transportation Services Division**

The Environmental Section has reviewed the revised draft PCR for project number SU-8-984(108)111 / PCN 16858, a grading, paving and incidentals project, and offers the following comments/concerns:

16. Section 3.5.11 states that a 6-lane alternative will require the full use of the existing bridge, eliminating the ped/bike path; Section 4.5 states the path will be closed during construction. This was not included in a discussion on Section 4(f) impacts; and the section on 4(f) (Section 4.13) states no impacts. Please note that the revised document states that this has been revised; however it did not address the impacts to Section 4(f) properties; please revise and include the appropriate Section 4(f) documentation.

**Text has been revised to discuss impacts and a 4(f) checklist has been added to accompany Section 4.13.**

17. Section 4.1 refers to the Technical Advisory and PCRs. It appears that the author is unfamiliar with this document and the other references to CEQ and NEPA; it appears that this information was copied from other reports prepared by NEPA practitioners and is taken out of context. Further, it is advisable to review the documentation before simply referencing it. Please note that the revised document states that this has been revised however, no revisions have been made to the text.

**Section 4.1 removed the reference to the FHWA technical advisory.**

18. Section 4.8 states there are no wetlands or wetland impacts but goes on to state that there are jurisdictional wetlands. Please revise. Further, Section 4.18 goes on to state that there will be impacts associated with the 6-lane section and a USACE permit will be required. Please correct the discrepancies. Please note that the section has been revised somewhat but still does not reflect the impacts to the waters of the US. Also identify in the impact table per comment 25.

**The text has been modified and the wetland impacts added per the table.**

19. Section 4.9 – floodplain is one word; please revise since it was described as both flood plain and floodplain throughout. – Please note that this section has been revised but needs to be corrected on page 31 as well.

**The text has been corrected.**

22. The document did not contain a section on cumulative impacts; however, a number of projects in the area were referred to in the last paragraph on page 8; please include the discussion. Please note that Chapter Four, Environmental Impacts, needs to include the discussion on cumulative impacts.

**A discussion of cumulative impacts has been added.**

23. Section 5.5 – public involvement did not follow the Design Manual. Meetings need to be advertised 15 to 21 days prior to the meeting. It is noted that the kickoff meeting was advertised one week prior; it does not state the timeframe for the second meeting. Further, the comment period was not identified in the ad or handout or presentation. Please note that the timeframe has not been added for the second meeting in the text.

**The time frame has been added as requested.**

25. To be consistent with Design Memorandum No. 05-2005, please revise the paragraph (note that you need to determine whether it required a Type I Office Review or Type II Field Review) as follows:

A Type I office delineation (or A Type II on-site wetlands review) was conducted by \_\_\_\_\_ on \_\_\_\_\_. Approximately 0.14 acres of permanent wetland impacts will occur, of which 0.08 acres are jurisdictional wetlands. In addition, approximately 0.70 acres of temporary wetland impacts are expected as a result of \_\_\_\_\_. **Please refer to the Wetland Impact Table.**

The permanent wetland impacts will be mitigated at \_\_\_\_\_. The temporary impacts will not be mitigated as original grades will be re-established. As the amount of earthwork is confirmed in the design phase, adjustments will be made as necessary to the permanent and temporary impact totals.

There will not be any tree impacts/Approximately \_\_\_\_ trees will be impacted and mitigated at a 2:1 ratio.

**Example Wetland Impact Table**

Location	Approximate Stationing	Wetland Number	Wetland Type (Cowardin Classification including water regime)	Impacts to Wetlands Protected under E.O. 11990	Impacts to USACE Jurisdictional Wetlands	
					Temporary	Permanent
Sec. 9, T144N, R87W	7774+80 Lt	N 11B	PFO1A	0.03	0.70	0.03
Sec. 9, T144N, R87W	7776+20 Lt	N 11A	PFO1A	0.03		
Sec. 9, T144N, R87W	7777+00 Rt	S 18	PSS1A	0.01		
Sec. 10, T144N, R87W	7787+00 Rt	S 21	PEM1C	0.02		
Sec. 10, T144N, R87W	7787+50 Lt	N 9A	PEM1B	0.05		0.05

Please include discussion on impacts to waters of the US (drain) under the jurisdiction of the USACE (see comment 18).

**Wetland impacts are now tabulated.**

**Traffic Operations Section, Planning & Programming Division**

Traffic Operations had no comments – 05-06-2008

Additional Comments 9-12-08

1. Page 7 – Under Traffic Signal Warrant Analysis, 3<sup>rd</sup> paragraph:

“In order to perform the warrant analysis, 8-hour and 4-hour vehicular volumes for year 2030 were estimated using forecasted ADT volumes and hourly distribution histograms by street classification published by the Institute of Transportation Engineers (ITE).”

What ITE reference were the histograms taken from? The histograms in the appendix appear to be from a NDDOT traffic report.

**The histograms were provided to us by the Nebraska Department of Roads for use in traffic signal warrant analyses. We were given the impression that they were developed by ITE, but we have no documentation. We will update the citation in the document if we are provided with the report title and date.**

2. Page 16 – This page is the conclusions page. Under “Future Year Alternatives,” under “Year 2030 6-Lane,” the 2<sup>nd</sup> paragraph 3<sup>rd</sup> sentence says:

It should be noted that these unacceptable levels of service are all LOS ‘E’ and that the additional lanes are anticipated to relieve the movements that experienced LOS ‘F’ in the Year 2030 No Build Alternative.

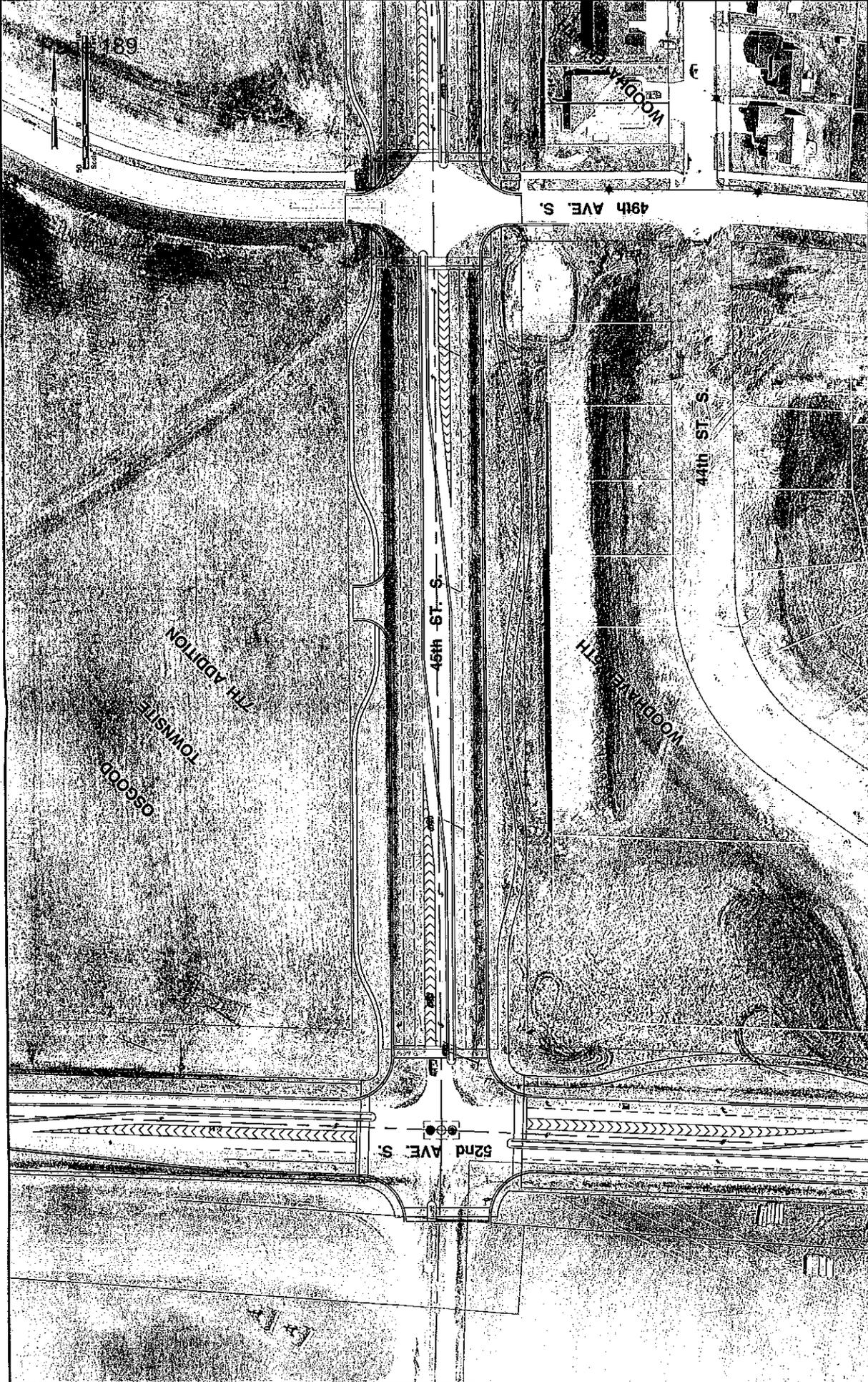
According to Figure 5 (on page 10, which shows the 2030 No Build Alternative LOS results) the only intersection with any LOS ‘F’ movements is 45<sup>th</sup> St. & Amber Valley Parkway. The geometry at this intersection is exactly the same with either the No-Build alternative or the 6-Lane Alternative (see Figure 6 on page 12). So how can the italicized sentence above claim the LOS ‘F’ movements are

relieved because of additional lanes? The LOS improvements should be attributed to revised signal timing, not "additional lanes" as stated.

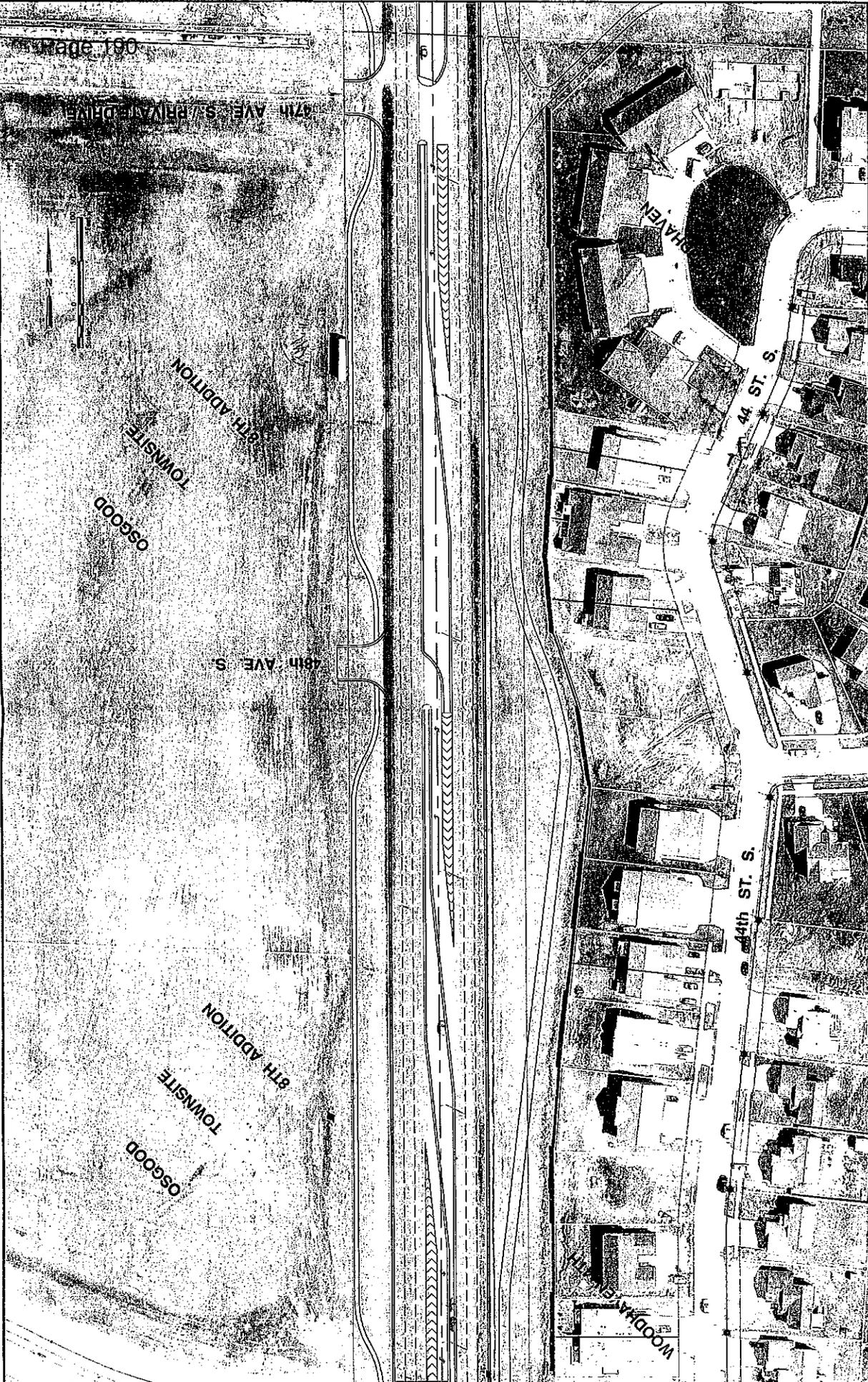
**The text has been revised to acknowledge the effects of signal timing on LOS. The updated signal timings are what improves the LOS, but only after the road is widened. We will change the sentence to read:**

*It should be noted that these levels of service are all LOS 'E'. Due to the addition of lanes to the corridor, signal timings were adjusted and are anticipated to improve the LOS for movements that experienced LOS 'F' in the Year 2030 No Build Alternative.*

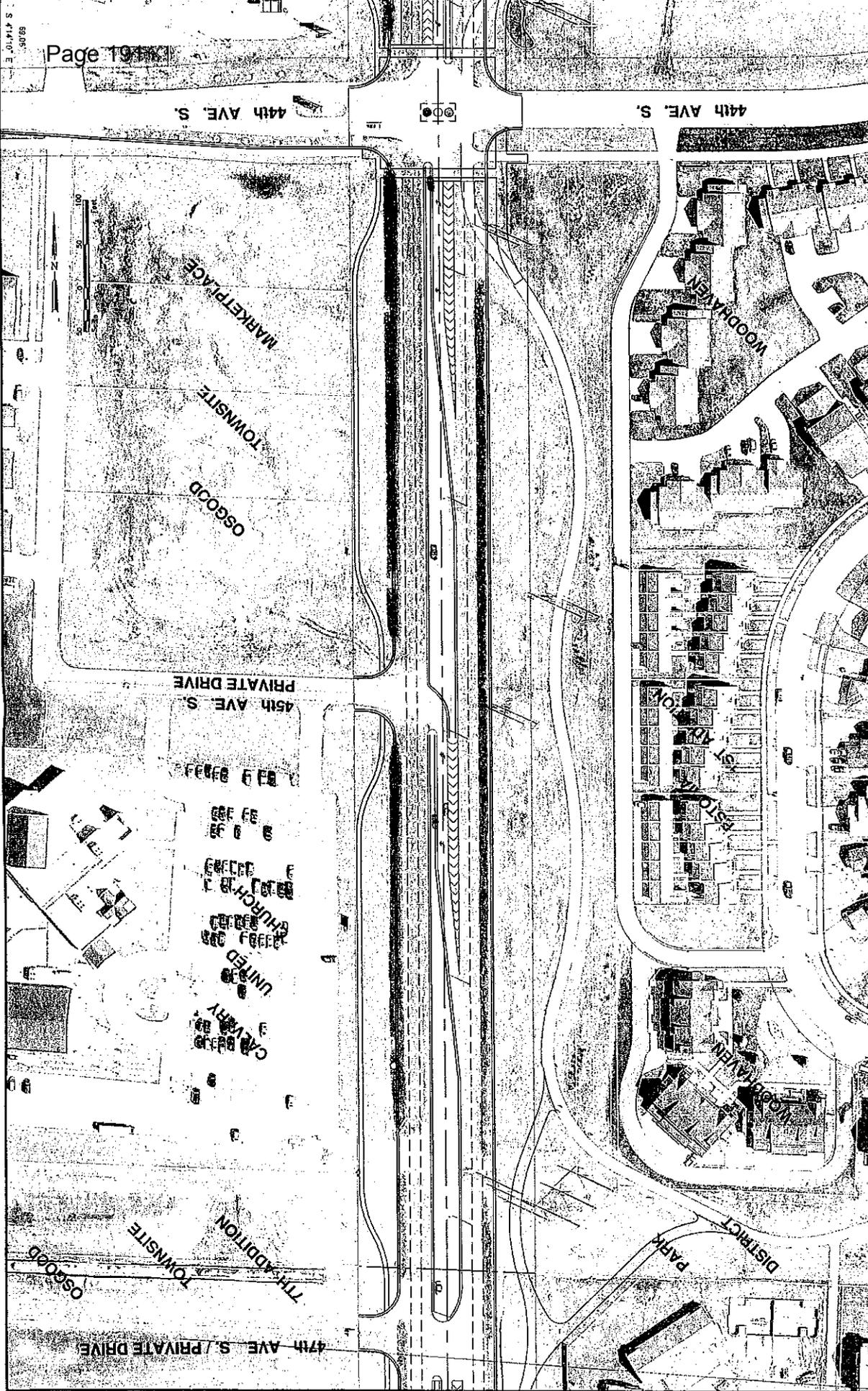
**Also, Figure 4 has been updated to show that the PM traffic volumes at Brandt Dr S/30<sup>th</sup> Ave. S. are from a previous study from Ulteig Engineers.**



SHEET ALTERNATIVE C 6 LANE CITY PROJECT NO. 5574		SHEET 1 of 12	
45th STREET SOUTH, FARGO, NORTH DAKOTA NDDOT PROJ. NO. SL-8-984(103)111		PCN NO. 16658	
Drawn by JTL	Date 11-11-08	Checked by RLG	Scale AS SHOWN
<b>Houston Engineering, Inc.</b> 2505 NORTH UNIVERSITY DRIVE TEL: (701) 237-5065 FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5101			
EXISTING TRAFFIC SIGNAL <input type="checkbox"/>		PROPOSED TRAFFIC SIGNAL <input type="checkbox"/>	
SEE PROJECT NO. 2812-024	No.	Revision	By



		SHEET ALTERNATIVE C 6 LANE CITY PROJECT NO. 5574
HOUSTON ENGINEERING, INC. 2505 NORTH UNIVERSITY DRIVE TEL: (701) 237-5555 FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5701		45th STREET SOUTH, FARGO, NORTH DAKOTA NDDOT PROJ. NO. SU-9-984(108)111 PCN NO. 16858
Drawn by JTL	Date 11-11-08	
Checked by RLG	Scale AS SHOWN	
No. Revision	Date	By
<input type="checkbox"/>	EXISTING TRAFFIC SIGNAL	
<input type="checkbox"/>	FUTURE TRAFFIC SIGNAL	



44th AVE. S.

44th AVE. S.

45th AVE. S.

47th AVE. S. / PRIVATE DRIVE

MARKET PLACE

TOWNSITE

OSGOD

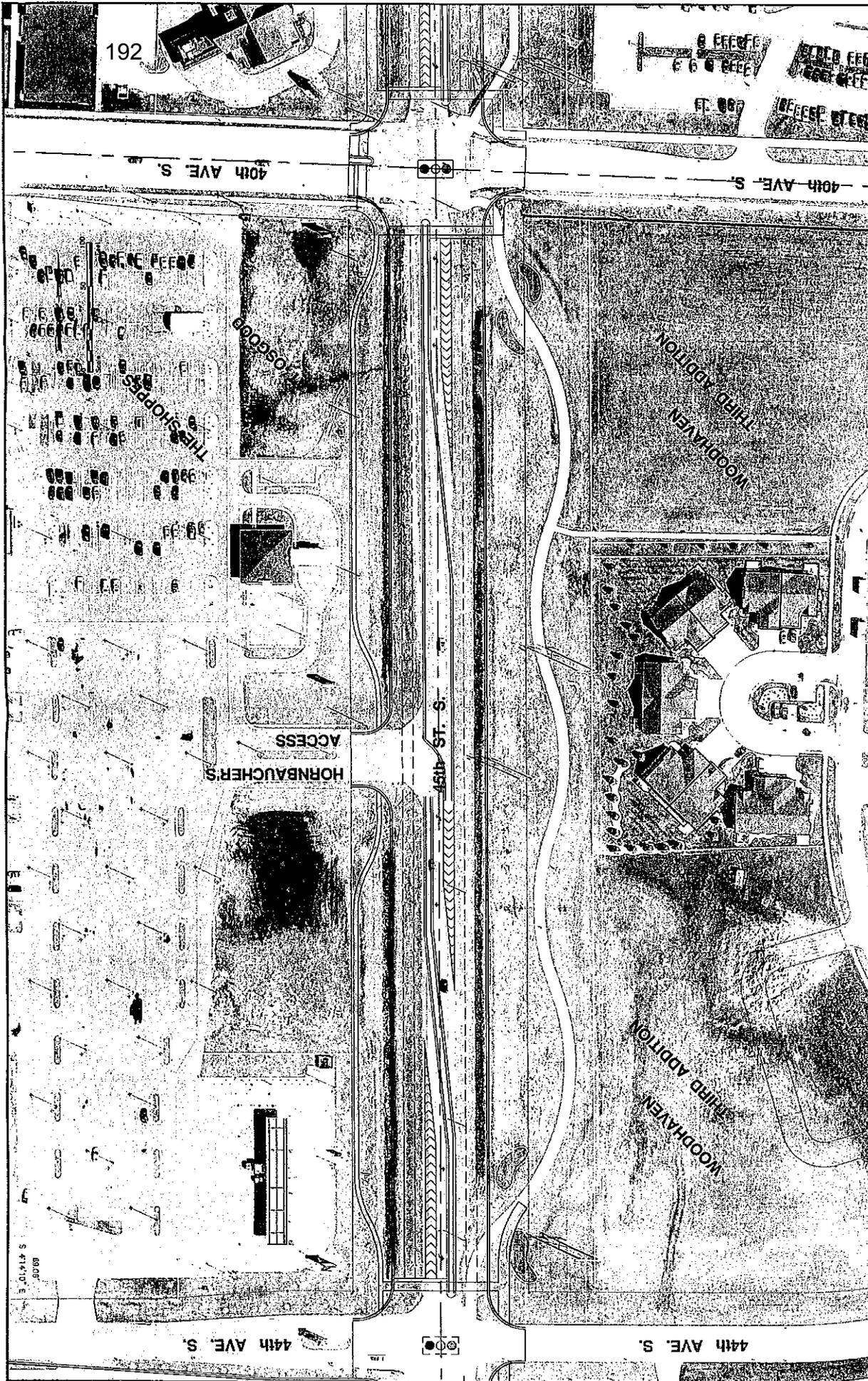
CHURCH

UNION

PARK DISTRICT

SHEET		ALTERNATIVE C	
3 of 12		6 LANE	
CITY PROJECT NO. 5574		PCN NO. 16358	
45th STREET SOUTH, FARGO, NORTH DAKOTA			
NDDOT PROJ. NO. SU-6-984(108)111			
DATE: 11-11-08			
Drawn by:	JTL	Checked by:	RLG
Scale: AS SHOWN			
<b>Houston Engineering, Inc.</b> 2505 NORTH UNIVERSITY BLVD. EL: (701) 231-5055 FARGO, NORTH DAKOTA 58102 FAX: (701) 231-5151			
EXISTING TRAFFIC SIGNAL		FUTURE TRAFFIC SIGNAL	
HC PROJECT NO. 3015-024		DATE:      BY:      DS:	
Revision			

6305' S 4747.0' E  
 6305' S 4747.0' E  
 6305' S 4747.0' E



<b>Houston Engineering, Inc.</b> 2505 NORTH UNIVERSITY DRIVE TEL 701 237-5985 FARGO, NORTH DAKOTA 58102 FAX (701) 237-5101		Drawn by JTL	Date 11-11-08	45th STREET SOUTH, FARGO, NORTH DAKOTA NDDOT PROJ. NO. SU-S-984(108)111	ALTERNATIVE C 6 LANE CITY PROJECT NO. 5574	SHEET 4 of 12
EC PROJECT NO. 30155-024 Revision		Checked by RLG	Scale AS SHOWN	PCN NO. 16858		
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Drawn by Houston Engineering, Inc. (11-11-08) 2505 North University Drive, Fargo, ND 58102

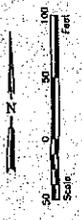






<p><b>Houston Engineering, Inc.</b>          2305 NORTH UNIVERSITY DRIVE TEL: (701) 237-5885          FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5101</p>		<p>Drawn by: JTL          Checked by: RLG</p>	<p>Date: 1-11-08          Scale: AS SHOWN</p>	<p>45th STREET SOUTH, FARGO, NORTH DAKOTA          NDDOT PROJ. NO. SU-8-984(108)111          PCN NO. 16858</p>	<p>ALTERNATIVE C          6 LANE          CITY PROJECT NO. 5574</p>	<p>SHEET          6 of 12</p>
<p>EXISTING TRAFFIC SIGNAL</p>						
<p>FUTURE TRAFFIC SIGNAL</p>						
No.	Revision	By	Date			

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TYLER BRANDT

BRANDT

ADDITION

POINT WEST  
2ND ADDITION

LINCOLN ST. S.

VAN BUREN ST. S.

33rd AVE. S.

POINT WEST  
1ST ADDITION

<p><b>Houston Engineering, Inc.</b>                  2526 W. UNIVERSITY BLVD. TEL. (701) 331-5854                  FARGO, NORTH DAKOTA 58102 FAX (701) 237-3101</p>	Drawn by JTL	Date 11-11-08	45th STREET SOUTH, FARGO, NORTH DAKOTA NDDOT PROJ. NO. SU-8-984(108)111 PCN NO. 19858	ALTERNATIVE C 6 LANE CITY PROJECT NO. 8574	SHEET 7 of 12
	Checked by RLG	Scale AS SHOWN	ESCORTED TRAFFIC SIGNAL <input type="checkbox"/>	FUTURE TRAFFIC SIGNAL <input type="checkbox"/>	PROJECT NO. 3315-024 No. _____ Revision _____ Date _____ By _____

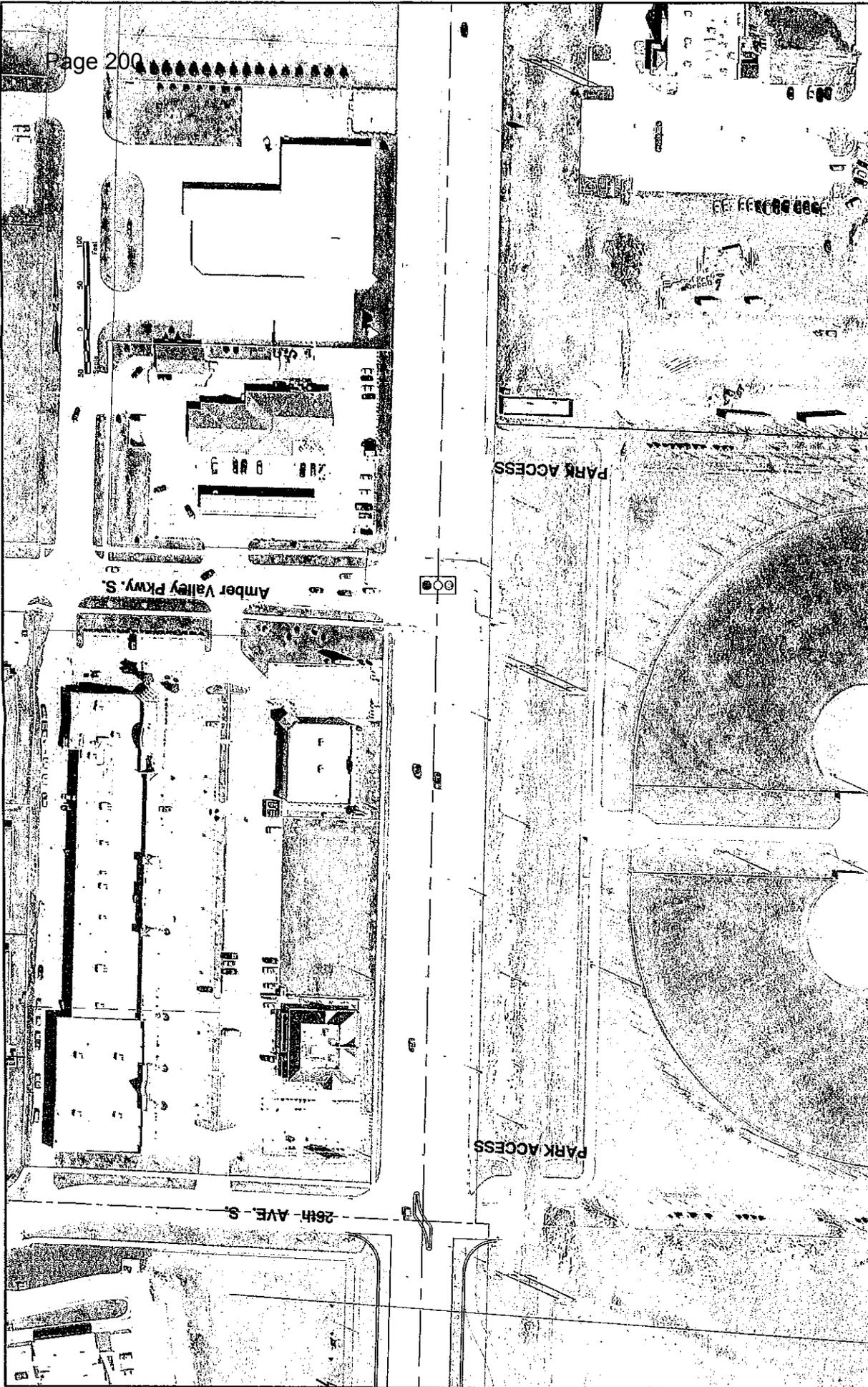




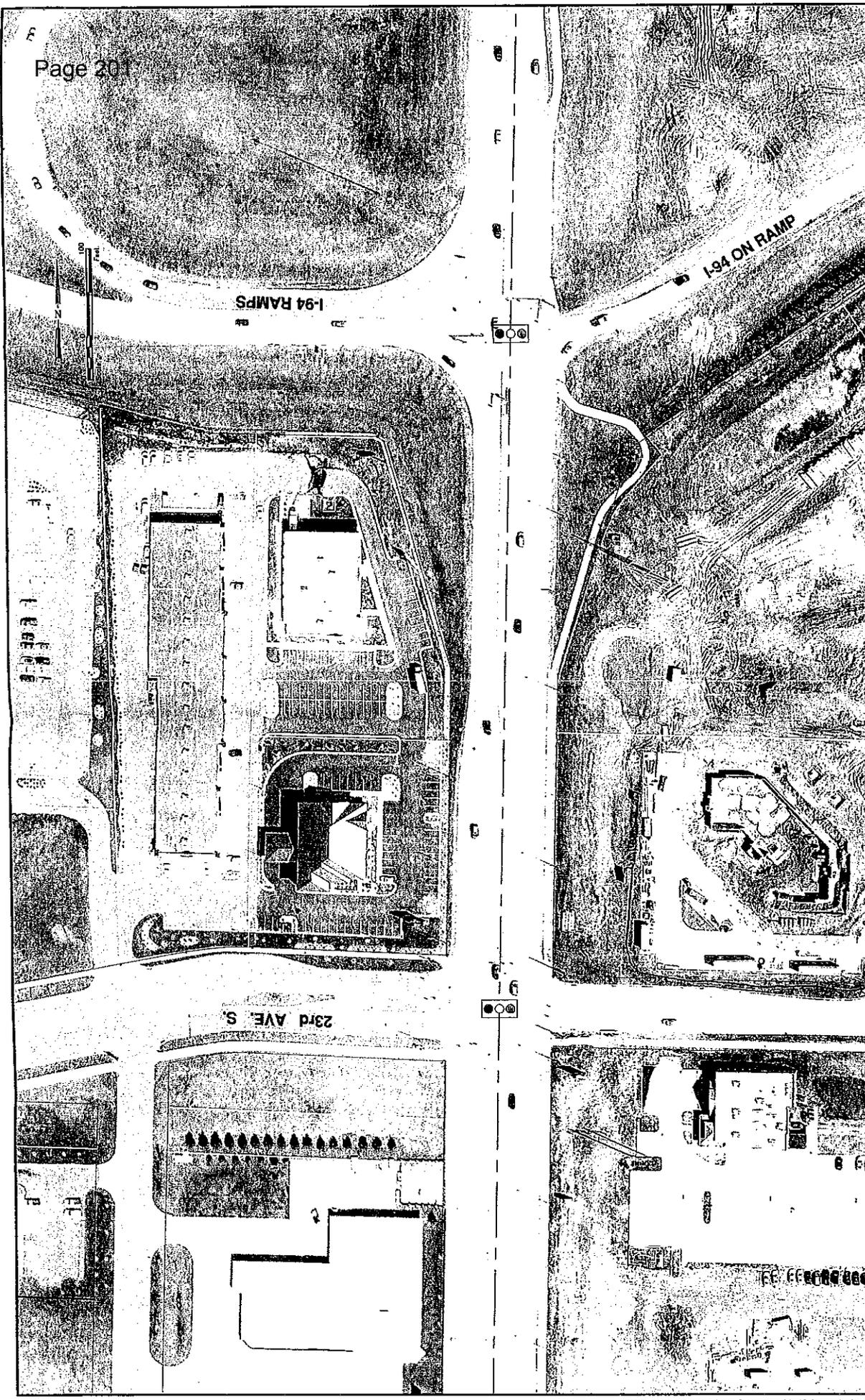


<p><b>Houston Engineering, Inc.</b>          1000 W. NORTH DAKOTA, SUITE 200          FARGO, NORTH DAKOTA 58102 FAX (701) 237-3101</p>		Drawn by JTL Checked by RLG	Date 11-11-08 Scale AS SHOWN	45th STREET SOUTH, FARGO, NORTH DAKOTA NDDOT PROJ. NO. SU-8-984(108)111 PCN NO. 18858	ALTERNATIVE C 6 LANE CITY PROJECT NO. 5574	SHEET 10 of 12
<input type="checkbox"/> EXISTING TRAFFIC SIGNAL <input type="checkbox"/> FUTURE TRAFFIC SIGNAL	No. _____ Revision _____ Date _____ By _____	NE PROJECT NO. 3018-024				

Drawn by: JTL/Checked by: RLG/Date: 11/11/08/Scale: AS SHOWN



 <b>Houston Engineering, Inc.</b> 2505 MADISON UNIVERSITY DRIVE TEL: (701) 237-9465 FARGO, NORTH DAKOTA 58102 FAX: (701) 237-2101		Drawn by JTL	Date 11-11-08	45th STREET SOUTH, FARGO, NORTH DAKOTA NDDOT PROJ. NO. SU-8-884(108)111 PCN NO. 16858	ALTERNATIVE C 6 LANE CITY PROJECT NO. 5574	SHEET 11 of 12
EXISTING TELEPHONE SIGNAL 		Checked by RLG	Scale AS SHOWN			
FUTURE TRAFFIC SIGNAL 						
No.	Revision	Date	By			



<p><b>Houston Engineering, Inc.</b>          2505 NORTH UNIVERSITY DRIVE TEL: (701) 237-5065          FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5101</p>		SHEET 12 of 12
EXISTING TRAFFIC SIGNAL FUTURE TRAFFIC SIGNAL		ALTERNATIVE C 6 LANE CITY PROJECT NO. 5574
PROJECT NO. 3515-04 Revision		45th STREET SOUTH, FARGO, NORTH DAKOTA NDDOT PROJ. NO. SU-9-88(108)111 PCN NO. 16858
Drawn By JTL	Date 11-11-08	
Checked by RLG	Scale AS SHOWN	

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## Memorandum

**To:** City Commission  
**From:** April E. Walker, Storm Sewer Utility Engineer *rew*  
**CC:** 5153-3  
**Date:** 1/21/09  
**Re:** U.S. Fish and Wildlife Services Cooperative Agreement 301817j252 Modification 1

---

The U.S. Fish and Wildlife Services and the City of Fargo entered into an agreement for the development and construction of rock arch rapids that will allow fish passage at the Christine and Hickson dams. At the time of the agreement the USFWS had approximately \$40,000.00 available to fund the project. The purpose of this amendment is to increase the funding level by USFWS to \$140,000.00.

At this time staff recommends pursuing this opportunity.



IN REPLY REFER TO:

FWS/ABA-CFM

## United States Department of the Interior

**FISH AND WILDLIFE SERVICE**  
Bishop Henry Whipple Federal Building  
1 Federal Drive  
Fort Snelling, MN 55111-4056

July 25, 2008

City of Fargo  
Attn: Ms. April Walker  
200 N. 3<sup>rd</sup> St.  
Fargo, N.D. 58102

Dear Ms. Walker:

Enclosed you will find Modification No. 1 to Cooperative Agreement 301817J252, sent in original duplicate form for signature by an authorized representative of your organization.

To accept this agreement please ensure both originals are signed. Retain one copy for your records, and promptly return the other copy to Elaine DeGroot at the address listed above.

Please call Elaine at (612) 713-5218 if you have any questions about this documentation.

Sincerely,

Jeanne Mohlis  
Contractor  
Contracting & Facilities Management

Enclosures

<b>FOR FWS USE ONLY</b>
A/R: 32330-8-017
301817J252, Mod #1
DCN: 301818J183
32330-1334-0000 \$50,000 FY08
62230-1334-0000 \$50,000 FY08
ABC: W4 BOC: 411C

**MODIFICATION NO. 1  
TO  
COOPERATIVE AGREEMENT 301817J252  
BETWEEN  
U.S. FISH AND WILDLIFE SERVICE  
AND  
THE NORTH DAKOTA CITY OF FARGO**

Cooperative Agreement number 301817J252 supports work on the Christine and Hickson dams on the Red River in/near Fargo, North Dakota. In accordance with Article XIII Modifications of the original agreement, and contingent upon execution of this Modification No. 1 by both of its parties, FWS hereby grants to The North Dakota City of Fargo additional funding via Modification No. 1 to incorporate the attached addendum, hereinafter known as Attachment 2 to 301817J252.

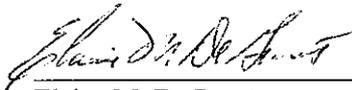
Specifically, Modification No. 1 authorizes payment to the City of Fargo of up to \$100,000 in Federal Fiscal Year 2008 (FY08) funds (\$50,000 in 32330-1334-0000 funds and \$50,000 in 62230-1334-0000.funds) either in advance for, or for reimbursement of, allocable, allowable, and reasonable expenses incurred for the purposes authorized under this agreement. This modification increases the original Agreement funding of \$40,000 by \$100,000 (FY08) funding to a new paid and payable total of \$ 140,000.00. This modification also incorporates the addendum, Full Project Proposal, entitled "Red River Fish Passage at Christine and Hickson Dams in Minnesota and North Dakota," as attachment 2 to the original agreement.

All other terms, conditions, and provisions of the original cooperative agreement are unchanged by this modification and thus remain in effect.

In witness whereof, the following authorized representatives of the parties to Cooperative Agreement No. 301817J252 have executed this Modification No. 1:

For  
U.S. FISH AND WILDLIFE SERVICE

For  
THE NORTH DAKOTA CITY OF FARGO

  
\_\_\_\_\_  
Elaine M. DeGroot  
Contracting Officer

\_\_\_\_\_  
Name: Dennis Walaker  
Title: Mayor

7/25/2008  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

FWS Region 3- Fish Passage Program- Request for Project Proposals

---

## Full Project Proposal

**PROJECT NAME:**

Red River Fish Passage at Christine and Hickson Dams in Minnesota and North Dakota

**FIELD OFFICE:**

La Crosse Fishery Resources Office

**PROJECT COORDINATOR:**

Louise Mauldin 608/783-8407

**Project Officer**

Wade Kline, Fargo-Moorhead Metropolitan Council of Governments, Fargo, ND.

**FONS NUMBER:**

32330-2007-064

32330-00000036-001-06 (shared code)

**FUNDING REQUESTED:**

USFWS Fish Passage Program Request: \$50,000 Project partner contribution: \$1,230,000

2006 R3 Fish Passage Funds Received: \$20,000

2006 R6 Fish Passage Funds Received: \$20,000

**STATEMENT OF PROBLEM:**

The Red River lacks spawning habitat for riffle spawning species such as walleye and lake sturgeon. These species require swift currents and coarse substrate materials. Suitable spawning habitat for many riffle spawners is found in the farthest upstream mainstem segments and tributaries. Suitable spawning habitat for lake sturgeon is found primarily in the larger tributaries of Red River. Christine and Hickson dams, located in the southern portion of the Red River watershed (13.5 river miles apart), are lowhead dams and both are barriers to fish passage during most flow events. Christine and Hickson dams prevent fish from freely accessing upstream, downstream and tributary habitats needed for spawning, rearing, overwintering, and foraging. Prior to 1999, all eight dams located on Red River in the United States were determined to be barriers to fish passage. Since that time, five of the eight dams have been modified to allow for fish passage. There are no other fish passage barriers on the mainstem upstream of Christine and Hickson dams. Providing fish passage above these two dams would connect downstream habitat to approximately 37 miles of the upper Red River, 34 miles of lower Otter Tail River and approximately 34 miles of the Bois de Sioux River.

**PROJECT OBJECTIVES:**

The objective of this project is to modify both Christine and Hickson dams, near the City of Fargo, ND, to a rock arch rapids that will re-establish over a 390-mile run-of-the river system to the last Red River mainstem dam at Drayton, MN. Proposed dam

FWS Region 3- Fish Passage Program- Request for Project Proposals

modifications will allow lake sturgeon, walleye, northern pike and other native species to access much need seasonal habitats in the two uppermost tributaries of the Red River.

**DESCRIPTION OF PROPOSED PROJECT:**

	<u>Location</u>		8-digit HUC <u>Number</u>	Latitude <u>(dec. deg.)</u>	Longitude <u>(dec. deg.)</u>
	Minnesota <u>County</u>	North Dakota <u>County</u>			
Hickson Dam	Clay County	Cass County	09020104	46.67347	-96.79545
Christine Dam	Wilkin County	Richland County	09020104	46.59679	-96.76454
Congressional district MN7 MN8					

**Description of On-The-Ground Work**

Christine and Hickson dams will be modified to rock arch rapids. The rapids will be comprised of a series of rock weirs constructed by placing varying sized rocks downstream of each dam. Each weir will be constructed as an arc extending upstream from the stream banks at a 30-degree angle. Weirs will also slope downward from each bank to midstream, which will be accomplished by perching near bank boulders to match bankfull elevation, and partially burying center boulders. This rock rapid design approach has effectively provided fish passage at a number of dams on the Red River. Construction activities associated with the project will include transporting and staging materials, and bank and instream rock placement. The City of Fargo has the lead for administering the construction contract. The Minnesota DNR is assisting in the guidance of construction activities and will be conducting the monitoring.

**Permit Preparation**

The City of Fargo has prepared and submitted the required permits and documentation. Permits submitted and completed include: MN DNR waters permit, COE 404 permit, and ND Water Commission construction permit. All required permits have been received.

- An Environmental Assessment was written and approved in 2005. It addressed removal/modification of 13 sites, including Christine and Hickson Dams.
- A barrier questionnaire for both dams was completed at the time the EA was developed.
- An Endangered Species Intra Section 7 Biological Evaluation was completed for each dam and was included in the EA. The Section 7 was updated in 2007 to ensure there were no newly listed species (since the completion of the EA) that needed to be considered during project development and implementation.
- The Historic Preservation Review (state and federal) is nearly complete. One remaining aspect of the project design needs to be finished. The MN DNR has initiated the Historic Preservation Review and has contacted the federal Historic Preservation officer regarding this project.
- NEPA documentation was completed in conjunction with development of EA.

**Probability of Completion**

80% of the project will be completed within one year of receiving funding  
 100% chance of completing the project within two years of receiving funding.

Project Start Date: February 2008  
 Project End Date: Spring 2009

FWS Region 3- Fish Passage Program- Request for Project Proposals

**PARTNER CONTRIBUTION AND TOTAL PROJECT COSTS:**

Estimated total cost for the project is \$1,280,000. All non-service partners have committed and secured contribution amounts.

Updated 09/07

<b>Contributing Partners</b>	<b>Cash or In-kind?</b>	<b>Amount (\$) Contributed</b>
Minnesota Dept. of Natural Resources	Cash	\$400,000
North Dakota Dept. of Game and Fish	Cash	\$90,000
National Fish and Wildlife Foundation	cash	\$250,000
North Dakota Water Commission	Cash/In-kind	\$200,000
City of Fargo, ND	Cash/In-kind	\$100,000
Buffalo-Red River Watershed District		\$50,000
Southeast Cass Watershed District		\$50,000
FWS R3 and R6 2006 Fish Passage FY07	cash	\$40,000
<b>FWS R6 Fish Passage Contribution FY08 Request</b>	<b>cash</b>	<b>\$50,000</b>
<b>FWS R3 Fish Passage Contribution (on-the-ground) FY08 Request</b>	<b>cash</b>	<b>\$50,000</b>
<b>Total project cost=</b>		<b>\$1,280,000.00</b>

<b>Expense Item</b>	<b>\$</b>
Purchase of fill for portion of one dam to convert into rapids 909 cubic yds@\$55/cubic yd	\$50,000.00
FWS Contribution for On-the-ground Cost	\$50,000.00
<b>Total FWS Fish Passage Contribution =</b>	<b>\$50,000.00</b>

**HOW DOES THIS PROJECT ADDRESS FWS PRIORITIES?:**

The lake sturgeon is an interjurisdictional species listed by the FWS as “species of special concern.” The species is also listed by the Minnesota DNR and the North Dakota Dept. of Game and Fish as a conservation need species in their state wildlife action plans. Lake sturgeon is also a culturally and recreationally important species to the White Earth Band of Chippewa tribe. Proposed project will also benefit interjurisdictional species sauger, walleye and channel catfish. The proposed project will allow migration of these important sport fishes to spawning and other seasonal habitats. The Fish Passage Program has partially funded four projects in the Red River basin, a La Crosse FRO priority focus area.

FWS Region 3- Fish Passage Program- Request for Project Proposals

**HOW DOES THIS PROJECT ADDRESS PARTNER PRIORITIES?:**

Lake sturgeon is a Minnesota state listed species of “special concern” and a Minnesota species in greatest conservation need (MN DNR 2006). In North Dakota, lake sturgeon is a protected species and Canada is considering listing Red River lake sturgeon as Endangered. Modification of these two dams is part of a coordinated effort to restore lake sturgeon populations in the Red River basin (MN DNR 2002). Long range goals outlined in the 2003 Red River of the North Comprehensive Fishery Management plan drafted by the Minnesota DNR, North Dakota Dept of Game and Fish and other partners, includes to remove or modify dams to restore fish migration potential, re-establish self-supporting populations of lake sturgeon in the Red River basin, maintain a high quality channel catfish fishery and increased angling opportunities for walleye, sauger, and northern pike.

**ANTICIPATED BENEFITS:**

**Watershed-Level Ecological Benefits**

Modifying Christine and Hickson dams will provide significant short and long term benefits to fish communities in the Red River basin. Fish passage barriers have been identified as a significant obstacle to lake sturgeon restoration. The Minnesota DNR and North Dakota Dept. of Game and Fish are actively working to remove fish passage barriers throughout the basin in both mainstem Red River and tributary streams to provide lake sturgeon access to potential spawning habitat in these tributaries. Modification of these two dams will allow over a 390-mile run-of-the-river system to the last mainstem dam at Drayton. Hydrologic regime and water quality will be improved in this long river reach with greater connectivity to its tributaries and floodplain habitats. The Red River EA, which included evaluation of 13 high priority barrier removal/modification sites, was developed by the FWS and Minnesota DNR and approved by the R3 Director in 2005. The draft Red River of the North Comprehensive Fishery Management plan and the Restoration of Extirpated Lake Sturgeon Plan authored by the Minnesota DNR are all located at <http://www.fws.gov/Midwest/NEPA/RedRiverNEPA/index.html>. Fish Passage at Christine and Hickson dams supports the goals and actions outlined in all three documents.

The Fish Passage Program has partially funded four projects on the Red River including:

<b>Name of Dam</b>	<b>River</b>	<b>FONS Number</b>
Heiberg Dam	Wild Rice River	FONS Number: 2000-008
Ottertail Dam	Red Lake River	?
Dunton Locks	Pelican River	?
White Earth Dam	White Earth River	?

**Primary Native Species to Benefit:**

Federal and state listed species of special concern, lake sturgeon  
 Interjurisdictional/sportfish species walleye, sauger, and northern pike

**Stream Miles or Wetland Acres Reconnected**

105 total upstream miles

## FWS Region 3- Fish Passage Program- Request for Project Proposals

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### Other Social Benefits

Low head dams, such as the Christine Dam and Hickson Dam, pose serious threats to human life. The recirculating current created at the downstream face of a dam is a known drowning hazard. Modifying the dams will eliminate the safety hazards. Another benefit is a reduction of dam maintenance costs. All dams require periodic maintenance and that is costly. Once dam modifications are complete, future dam maintenance costs should be eliminated or substantially reduced.

### Possible Negative Impacts

Common carp have been found throughout the Red River system, primarily in the lower reaches of tributaries. Removal of Christine and Hickson dams is not expected to shift the preferred habitat of common carp from these lower reaches of the river. There are no foreseeable negative impacts due to the proposed action.

### **EXISTING BIOLOGICAL AND PHYSICAL MONITORING DATA:**

In 1990, the MN DNR, in cooperation with ND Game and Fish, initiated long-term monitoring of fish populations in the Red River. Future plans are to continue collecting this information every five years (MN DNR *in progress*, Martini and Stewig 2002). Monitoring is described in the Red River Fishery Management plan. Fish populations in tributary streams are also monitored at regular intervals using a combination of methods including: trotlines, trap nets and electrofishing. The next schedule area sampling will be conducted in 2010. Long term monitoring established by the two state agencies will provide information about the cumulative benefits to lake sturgeon from modification of mainstem barriers. More immediate benefits will be shown by collecting data on channel catfish, walleye, and sauger. State agency sampling protocol will allow for pre and post project comparisons of population structure and CPUE for the above sportfishes.

### **BRIEF SUMMARY OF WHY THIS PROJECT SHOULD BE FUNDED:**

Fish passage has been identified as a major component to the success of lake sturgeon restoration in the Red River watershed and on the White Earth Reservation. The proposed Red River project is located within a La Crosse FRO priority area, of which an EA has been approved. The FRO has partnered with FWS R6 ND Bismarck FWMAO, Minnesota DNR, North Dakota Dept. of Game and Fish, NFWF and others to modify Christine and Hickson dams, 2 of 3 remaining mainstem dams that prevent fish from freely migrating upstream to access spawning habitats in upper Red River. Fish passage at the two proposed sites would reconnect 105 upstream miles with more than 290 downstream miles to Drayton Dam, thereby improving flow regime and connectivity to floodplain habitats. The proposed project would complement fish passage projects completed in the basin, increasing access to spawning, rearing, feeding and overwintering habitats. All necessary permits have been obtained and on-the-ground work has been set to begin in February of 2008. Partners in the drainage are committed to reconnecting diverse habitats along the river to restore lake sturgeon, enhance other native fish populations, and increase recreational fishing.

FWS Region 3- Fish Passage Program- Request for Project Proposals

APPENDIX A- Pictures of the Project Site

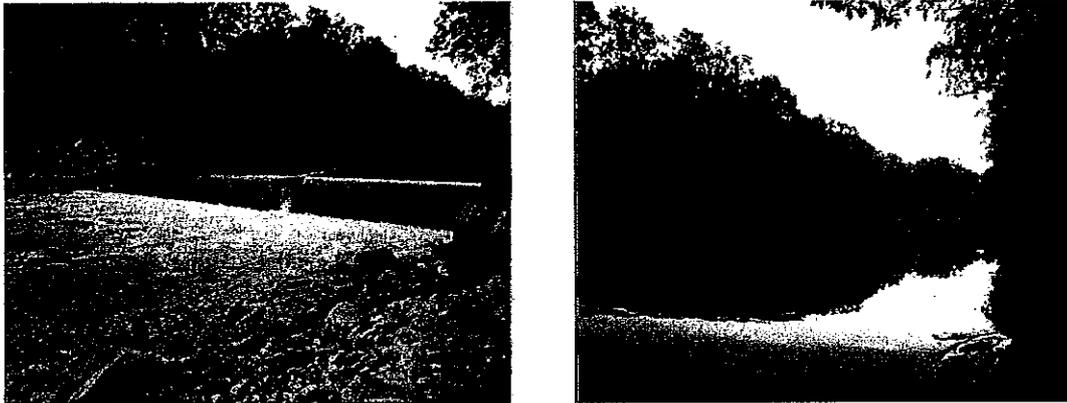


Figure A1. Hickson Dam (left) and upstream view from Hickson Dam (right). Hickson Dam has a 5-ft vertical head or differential between the top of the dam and the water surface at the base of the dam.

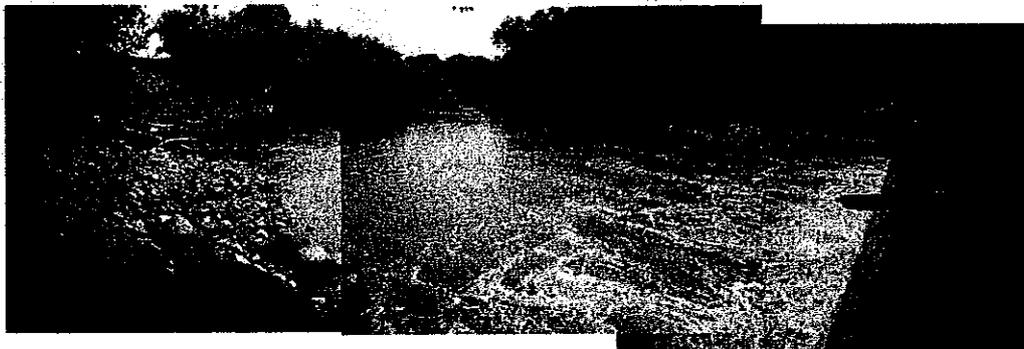


Figure A2. Downstream view from Hickson Dam facing east towards Minnesota. Three photos were placed side-by-side to produce this image, so an approximately 45 degree clockwise rotation of the dam would provide a more accurate dam position in relation to the downstream channel.

FWS Region 3- Fish Passage Program- Request for Project Proposals

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Figure A3. Christine Dam (left) and upstream view from Christine Dam (right). This Dam has a 7-ft vertical head or differential between the top of the dam and the water surface at the base of the dam.



Figure A4. Downstream view of Christine Dam facing west towards North Dakota. Three photos were placed side-by-side to produce this image, so an approximately 45 degree counter-clockwise rotation of the dam will provide a more accurate dam position in relation to the downstream channel.



FWS Region 3- Fish Passage Program- Request for Project Proposals

APPENDIX C- Map of the State, Highlighting Location of the Watershed

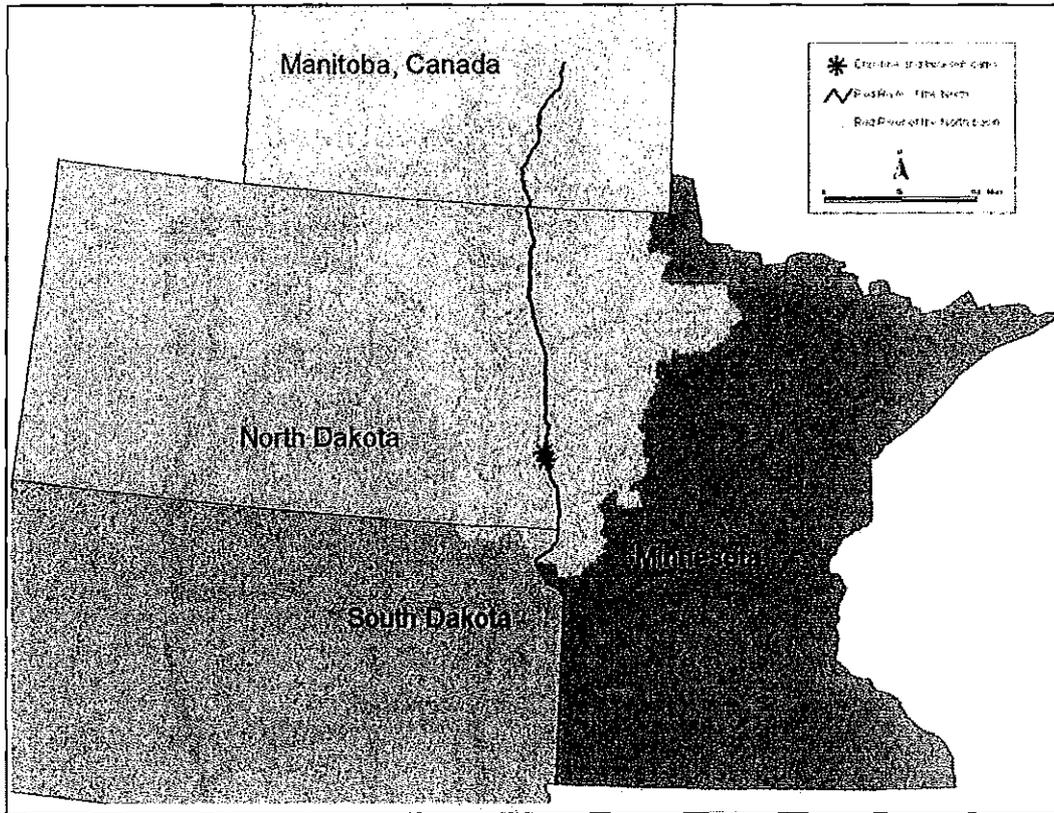
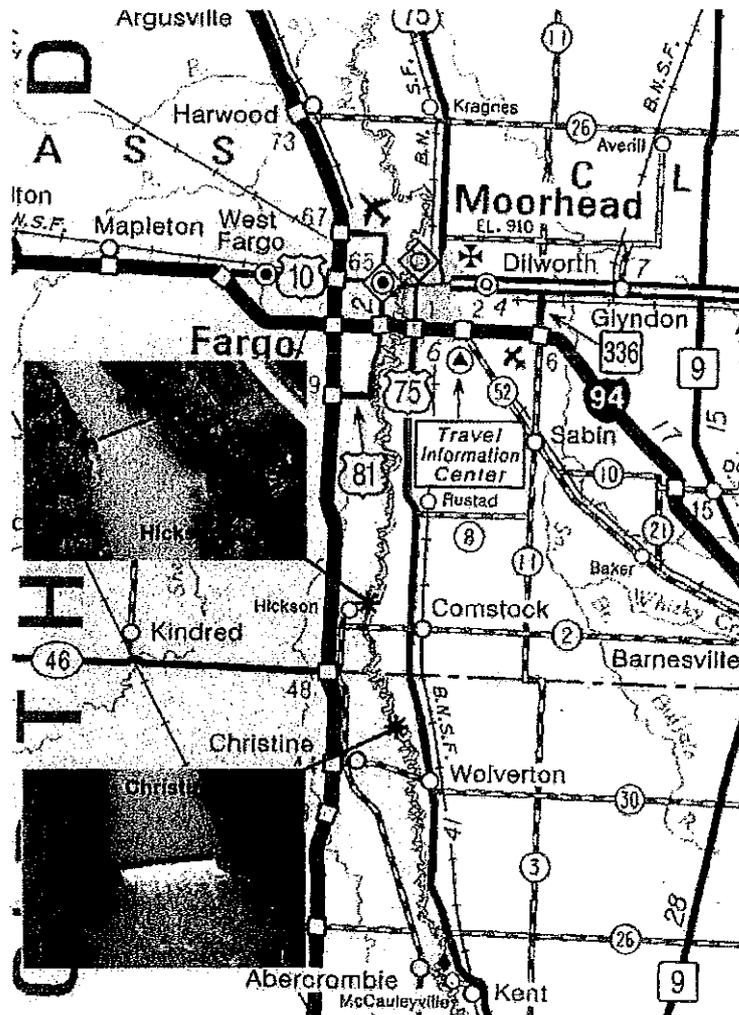


Figure C1. Location of Christine and Hickson dams on Red River of the North, relative to surrounding U.S. states and Manitoba, Canada.

FWS Region 3- Fish Passage Program- Request for Project Proposals



Location of Christine Dam and Hickson Dam on Red River of the North. Hickson Dam is situated approximately 24 river miles upstream (south) from the City of Fargo, ND and Christine Dam is located approximately 38 river miles upstream from Fargo. Both dams are owned by the City of Fargo, ND.

## FWS Region 3- Fish Passage Program- Request for Project Proposals

**APPENDIX D. LITERATURE CITED:**

- Aadland, L.P., T. M. Koel, W. G. Franzin, K.W. Stewart and P. Nelson. 2005. Changes in Fish Assemblage Structure of the Red River of the North. American Fisheries Society Symposium 45:293-321.
- Brooks, L and L. Schlueter. 1999. Angler use and sport fishing catch survey on the Red River of the North, North Dakota, April 1 through May 5, 1999. North Dakota Game and Fish Department., Bismarck, ND.
- Brooks, L. and L. Schlueter. 2002. Angler use and sport fishing catch survey on the Red River of the North, North Dakota, March 15 through October 31, 2000. North Dakota Game and Fish Department., Bismarck, ND
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- Huberty, G. L. 2006. Red Lake River: Fisheries population assessment, summer 2005, Reaches 1 & 2 report, river mile 0.0 to 125.7. Minnesota Department of Natural Resources, Division of Fish and Wildlife, Detroit Lakes, MN.
- Martini, K.J. and J.D. Stewig. 2002. Red River of the North Fisheries population assessment, summer 2002, including the 1990-2000 assessment summaries; combined reach report. Minnesota Department of Natural Resources, Division of Fisheries, Baudette, MN.
- MN DNR. (*in progress*). Red River of the North fisheries population assessment, summer 2005 combined reach report. Minnesota Department of Natural Resources, Division of Fish and Wildlife, Fergus Falls, MN.
- MN DNR. 2002. Restoration of extirpated lake sturgeon (*Acipenser fulvescens*) in the Red River of the North watershed. Minnesota Department of Natural Resources, Division of Fisheries, Bemidji, MN.
- MN DNR. 2006. Tomorrow's habitat for the wild and rare: An action plan for Minnesota wildlife, Comprehensive Wildlife Conservation Strategy. Division of Ecological Services, Minnesota Department of Natural Resources, St. Paul, MN.
- Mosindy, T. and J. Rusak. 1991. An assessment of lake sturgeon populations in lake of the Woods and The Rainy River 1987-90. Ontario Ministry of Natural Resources, Lake of the Woods Fisheries Assessment Unit Report 1991:01, Peterborough.
- Schlueter, L. 1999. Red River of the North: Results of the April 1998 angler survey. North Dakota Game and Fish Department., Bismarck, ND
- Topp, D. 1996. Red River of the North Angler Survey, 1994. Minnesota Department of Natural Resources, Baudette, MN.
- Topp, D. 2003. Red River of the North Creek Survey, May 1 – September 30, 2001. Minnesota Department of Natural Resources, Baudette, MN.



DATE: 1/14/2009 2:26:55 PM  
 COMP: 199 - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5693  
 Date Entered: 12/08/2008  
 Date Printed: 01/14/2009

Chg Ord No: 1  
 For: Master Construction Co. Inc.

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

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

Extra Items needed to finish project

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
2	11223	Install Bollards	LS		0.00	0.00	1.00	1.00	8,089.80	8,089.80
2	11296	18" Snout	LS		0.00	0.00	1.00	1.00	2,122.65	2,122.65
<b>Water Main Sub Total</b>										<b>10,212.45</b>
3	11235	Inlets	EA		0.00	0.00	2.00	2.00	900.00	1,800.00
3	11238	Break into sand Interceptor	EA		0.00	0.00	1.00	1.00	200.00	200.00
3	11290	Dug two water leaks for water dept.	LS		0.00	0.00	1.00	1.00	4,113.12	4,113.12
3	11291	Water proof 3 pits	LS		0.00	0.00	1.00	1.00	7,150.00	7,150.00
<b>Storm Sewer Sub Total</b>										<b>13,263.12</b>
6	11236	Remove & Replace 4" Sidewalk	SY		0.00	0.00	4.28	4.28	35.00	149.80
6	11237	Remove & Replace " Sidewalk	SY		0.00	0.00	3.10	3.10	42.00	130.20
6	11292	Cost associated with cold weather conc.	LS		0.00	0.00	1.00	1.00	2,813.73	2,813.73
<b>Paving Sub Total</b>										<b>3,093.73</b>
16	11292	Elec. Work by cold storage building	LS		0.00	0.00	1.00	1.00	9,968.95	9,968.95
<b>Street Lighting Sub Total</b>										<b>9,968.95</b>
<b>Total:</b>										<b>36,538.25</b>

Source of Funding: Water Main Funds and Street Rehab Funds

Net Amount Change Order 1: \$36,538.25  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$319,701.50  
 Total Contract Amount: \$356,239.75

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

APPROVED:

APPROVED:

*Mark H. Bitter*

City of Fargo Engineer

*Dennis R. Walaker*

For Contractor

Mayor Dennis R. Walaker

*Project Manager*

Title

Attest

42

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5814

Type: Change Order No. 1

Location: Various Locations

Date of Hearing: 1/20/09

<u>Routing</u>	<u>Date</u>
City Commission	1/26/09
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	X

The Committee reviewed Change Order No. 1 for balancing final unit prices for Sewer Televising and Cleaning Project No. 5814.

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Change Order No. 1 in the amount of \$395.32 for Project No. 5814.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sewer Repair

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator				X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner  
 Mark H. Bittner  
 City Engineer

C: Bev Martinson

DATE: 1/15/2009 2:09:10 PM  
 COMP: fgd - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5814  
 Date Entered:  
 Date Printed: 01/15/2009

Chg Ord No: 1  
 For: Laney's, Inc.

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

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
18	1567	Clean Sanitary Sewer	LF	4,265.00	0.00	4,265.00	572.50	4,837.50	0.75	429.38
18	1613	Televise Sanitary Sewer	LF	4,265.00	0.00	4,265.00	572.50	4,837.50	1.00	572.50
18	1645	Sewer Television Backout	EA	1.00	0.00	1.00	1.00	2.00	0.00	.00
<b>Section 1 Sub Total</b>										<b>1,001.88</b>
19	1567	Clean Sanitary Sewer	LF	7,940.00	0.00	7,940.00	-295.10	7,644.90	0.75	-221.33
19	1573	Clean 24" Sanitary Sewer	LF	270.00	0.00	270.00	-8.00	262.00	0.75	-6.00
19	1574	Clean 27" Sanitary Sewer	LF	370.00	0.00	370.00	-12.00	358.00	0.75	-9.00
19	1577	Clean 36" Sanitary Sewer	LF	750.00	0.00	750.00	-31.50	718.50	0.75	-23.63
19	1613	Televise Sanitary Sewer	LF	7,940.00	0.00	7,940.00	-295.10	7,644.90	1.00	-295.10
19	1624	TV Inspection - 24" Sanitary Sewer	LF	270.00	0.00	270.00	-8.00	262.00	1.00	-8.00
19	1627	TV Inspection - 27" Sanitary Sewer	LF	370.00	0.00	370.00	-12.00	358.00	1.00	-12.00
19	1636	TV Inspection - 36" Sanitary Sewer	LF	750.00	0.00	750.00	-31.50	718.50	1.00	-31.50
19	1645	Sewer Television Backout	EA	1.00	0.00	1.00	2.00	3.00	0.00	.00
<b>Section 2 Sub Total</b>										<b>-606.56</b>
<b>Total:</b>										<b>395.32</b>

Source of Funding:  
 Net Amount Change Order 1: \$395.32  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$24,791.25  
 Total Contract Amount: \$25,186.57

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

APPROVED:

APPROVED:  
  
 City of Fargo Engineer

For Contractor

Mayor

Title

Attest

DATE: 1/15/2009 3:09:10 PM

Page 2 of 2 - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 6814

Date Entered:

Date Printed: 01/15/2009

Chg Ord No: 1

For: Laney's, Inc.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Item	Item Description	Unit	Orig Qty	Prev Qty	Rev Qty	Net C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
18	1567 Clean Sanitary Sewer	LF	4,265.00	0.00	4,265.00	572.60	4,837.60	0.75	429.38
18	1613 Televiso Sanitary Sewer	LF	4,265.00	0.00	4,265.00	572.50	4,837.50	1.00	572.50
18	1645 Sewer Television Backout	EA	1.00	0.00	1.00	2.00	0.00	0.00	.00
Section 1 Sub Total									
19	1567 Clean Sanitary Sewer	LF	7,940.00	0.00	7,940.00	-295.10	7,644.90	0.75	-221.33
19	1573 Clean 24" Sanitary Sewer	LF	270.00	0.00	270.00	-8.00	262.00	0.75	-6.00
19	1574 Clean 27" Sanitary Sewer	LF	370.00	0.00	370.00	-12.00	358.00	0.75	-9.00
19	1577 Clean 36" Sanitary Sewer	LF	750.00	0.00	750.00	-31.50	718.50	0.75	-23.63
19	1613 Televiso Sanitary Sewer	LF	7,940.00	0.00	7,940.00	-295.10	7,644.90	1.00	-295.10
19	1624 TV Inspection - 24" Sanitary Sewer	LF	270.00	0.00	270.00	-8.00	262.00	1.00	-8.00
19	1627 TV Inspection - 27" Sanitary Sewer	LF	370.00	0.00	370.00	-12.00	358.00	1.00	-12.00
19	1636 TV Inspection - 36" Sanitary Sewer	EA	750.00	0.00	750.00	-31.50	718.50	1.00	-31.50
19	1645 Sewer Television Backout	EA	1.00	0.00	1.00	2.00	3.00	0.00	.00
Section 2 Sub Total									
Total:									395.02

Source of Funding:  
 Net Amount Change Order 1: \$395.32  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$24,791.25  
 Total Contract Amount: \$25,186.57

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

APPROVED:

*[Signature]*

For Contractor

APPROVED:

*[Signature]*  
City of Fargo Engineer

Mayor

Dennis R. Walaker

Title

Attest

43

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5523

Type: Change Orders 1 - 5

Location: Sheyenne River south of 40<sup>th</sup> Avenue South

Date of Hearing: 1/20/09

<u>Routing</u>	<u>Date</u>
City Commission	1/26/09
PWPEC File	X
Project File	Jeremy Gorden
Petitioners	
David W. Johnson	

The Committee reviewed Change Orders 1 – 5 for Sheyenne River Bike Bridge installation on Project No. 5523 as detailed on the attached correspondence from Jeremy Gorden.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Change Orders 1 – 5 in the amount of \$87,072.33 for Project No. 5523.

<u>PROJECT FINANCING INFORMATION:</u>		
Recommended source of funding for project:	Federal	\$70,458.93
	West Fargo	8,306.70
	Fargo Sales Tax	8,306.70
	<u>Total</u>	<u>\$87,072.33</u>

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		N/A
Agreement for payment of specials required of developer		N/A
50% escrow deposit required		N/A

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator				X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		Norm Scott
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner  
 Mark H. Bittner  
 City Engineer



January 15, 2009

ENGINEERING DEPARTMENT

ITEM 2b

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

To: PWPEC Members  
From: Jeremy M. Gorden, Senior Engineer – Transportation JMG  
Subject: Change Order 1 through 5 Approval – ND DOT Transportation Enhancement Project - Bike Bridge over Sheyenne River in Osgood Addition City of Fargo Project #5523

This project was a federal aid construction project with Houston Engineering being the designers and construction administration personnel, and Wanzek Construction, Inc being the general contractor. Work is now complete and we are ready to final the project. I have attached the 5 change orders for this project. The original bid price was **\$450,035.50**, and the 5 change orders have brought the total cost of the project to **\$537,107.83**. This project is being funded 80.92% Federal, 9.54% Fargo, and 9.54% West Fargo. That amounts to **\$434,627.65 Federal, \$51,240.09 Fargo, and \$51,240.09 West Fargo.**

Change Order #1 was for adding 2 new bearing assemblies to the bridge. Field Approved 4-4-07, ND DOT Approval 6-1-07.  
Cost \$3,622.52.

Change Order #2 was for widening the timber deck. Field Approved 4-10-07, ND DOT Approval 6-1-07.  
Cost \$6,530.00

Change Order #3 was for raising the height of the bridge 2' due to concerns with debris during high water events. Field Approved 4-25-07. ND DOT Approval 7-17-07.  
Cost \$23,876.00

Change Order #4 was for fixing slope failure with Geofoam on east abutment. Field Approved 6-20-07. ND DOT Approval 7-17-07.  
Cost \$10,700.00

Change Order #5 was for adding 3 street lights on the path leading to the bridge and also adding 3 overhead lights on the bridge itself. ND DOT Approval 1-13-09.  
Cost \$24,514.81

I recommend approval of Change Orders 1 through 5 with Report of Action being sent to the City Commission for their meeting on Monday, January 19.

JMG/jmg  
Attachments

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations



Change Order

Change Order No: 1

Project: AC-TET-TOUR(026)

PCN: 16245

County: Cass

For: RELOCATION OF 112' LONG STEEL TRUSS BRIDGE WITH TIMBER I

Contractor: WANZEK CONSTRUCTION INC  
PO BOX 2019  
FARGO, ND 58107-2019

Original Contract Amount:  
\$450,035.50

Date Created: 04/04/2007

Date Approved: 06/01/2007

Spec No	Code No	Item of Work	Unit	Orig + or - Previous Chg Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (AC-TET FEDERAL FUNDS)								
930	9504	BRIDGE REPAIR	L SUM	0.00	1.00	3,622.520	3,622.52	
Net increase or Decrease to Date			3,622.52	Part				
						Non-Part	TOTALS	3,622.52
							NON-PARTICIPATING	
							PARTICIPATING	3,622.52

Due to This Change, the Contract Time:  
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Existing bearing assemblies were buried during design phase of project. Per Plan Note 100-P04 contractor exposed supports. Two of the supports were damaged and require replacement. Contractor will have two new supports fabricated from steel and replace the existing damaged supports.

Insert detail from attached sheet.

\_\_\_\_\_  
CONTRACTOR DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
PROJECT ENGINEER DATE

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

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
OFFICE OF OPERATIONS DATE

Change Order

Change Order No: 2

Project: AC-TET-TOUR(026)

PCN: 16245

County: Cass

For: RELOCATION OF 112' LONG STEEL TRUSS BRIDGE WITH TIMBER C

Contractor: WANZEK CONSTRUCTION INC  
PO BOX 2019  
FARGO, ND 58107-2019

Original Contract Amount:  
\$450,035.50

Date Created: 04/10/2007

Date Approved: 06/01/2007

Spec No	Code No	Item of Work	Unit	Orig + or - Previous Chg Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (AC-TET FEDERAL FUNDS)								
618	9000	Widen Timber Deck	L SUM	0.00	1.00	6,530.000	6,530.00	
Net Increase or Decrease to Date			10,152.52	Part				
						<b>TOTALS</b>	6,530.00	
						<b>NON-PARTICIPATING</b>		
						<b>PARTICIPATING</b>	6,530.00	

Due to This Change, the Contract Time:  
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Post location was recessed into deck and placed on the interior of the fascia beams. This was done to allow adequate clearance for post installation and still maintain maximum deck width. Original deck width was widened to provide additional bearing on fascia beams.

Revise Sheet No. 13

\_\_\_\_\_  
CONTRACTOR DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
PROJECT ENGINEER DATE

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

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
OFFICE OF OPERATIONS DATE

Change Order

Change Order No: 3

Project: AC-TET-TOUR(026)

PCN: 16245

County: Cass

For: RELOCATION OF 112' LONG STEEL TRUSS BRIDGE WITH TIMBER [

Contractor: WANZEK CONSTRUCTION INC
PO BOX 2019
FARGO, ND 58107-2019

Original Contract Amount:
\$450,035.50

Date Created: 04/25/2007

Date Approved: 07/17/2007

Table with columns: Spec No, Code No, Item of Work, Unit, Orig + or - Previous Chg Quantity, + or - Quantity, Unit Price, Increase Amount, Decrease Amount. Includes rows for SELECT BACKFILL, CLASS AE-3 CONCRETE, REINFORCING STEEL, and RIPRAP-LOOSE ROCK.

Due to This Change, the Contract Time:

MAY BE REVISED IF THE WORK AFFECTS THE CONTROLLING OPERATION.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

City of Fargo requested bridge be raised 2'. Original design has low member above 100 yr tailwater elevation, however there was concern over debris lodging against the bridge during times of high flows and causing higher water surface elevations upstream. Abutment stem was increased 2' to accommodate change and bike path grades were revised accordingly.

Changes made to Sheets 2, 3, 4, 9, 10-12, & 17-18. See attached for description of changes.

CONTRACTOR DATE

( ) Approval Recommended PROJECT ENGINEER ( ) Approved DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended DISTRICT ENGINEER ( ) Approved DATE

REPRESENTING DATE

( ) Approval Recommended OFFICE OF OPERATIONS ( ) Approved DATE

Change Order

Change Order No: 4

Project: AC-TET-TOUR(026)

PCN: 16245

County: Cass

For: RELOCATION OF 112' LONG STEEL TRUSS BRIDGE WITH TIMBER C

Contractor: WANZEK CONSTRUCTION INC  
 PO BOX 2019  
 FARGO, ND 58107-2019

Original Contract Amount:  
 \$450,035.50

Date Created: 06/20/2007

Date Approved: 07/17/2007

Spec No	Code No	Item of Work	Unit	Orig + or - Previous Chg Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (AC-TET FEDERAL FUNDS)								
930	9650	ABUTMENT REPAIR	SF	0.00	1.00	9,000.000	9,000.00	
INCREASE TO BID ITEM								
PARTICIPATING (AC-TET FEDERAL FUNDS)								
210	198	SELECT BACKFILL	TON	400.00	50.00	34.000	1,700.00	
Net Increase or Decrease to Date			44,728.52	Part	Non-Part	<b>TOTALS</b>	10,700.00	
							<b>NON-PARTICIPATING</b>	
							<b>PARTICIPATING</b>	10,700.00

Due to This Change, the Contract Time:  
 MAY BE REVISED IF THE WORK AFFECTS THE CONTROLLING OPERATION.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

A local slope failure developed on the east bank of the river near the proposed abutment. A crack began to form indicating potential for a larger failure behind the abutment. Slope failures are evident up and down the stream bank with a large slip plane located just to the south of the east abutment. Following the bridge raise (see change order #3), the factor of safety against slope failure dropped below 1.25. Midwest Testing (geotechnical engineer) was uncomfortable with a low factor of safety and recommended revised backfill details. (see letter from Midwest Testing dated 6/1/2007). Midwest recommended using a geofoam behind the east abutment for approximately six vertical feet and approximately 16' deep behind the abutment. The proposed design was reviewed in the field with NDDOT Materials and Research personnel (John Ketterling), as well, as City of Fargo (Jeremy Gorden) and NDDOT District Engineer (Joe Peyerl). West abutment detail will remain per original design. Price quoted includes 2,232 cu. ft. of geofoam at \$3.3/cu. ft. and 85 sq. yds. of geotextile fabric at \$1.75 sq. yd. An additional 50 ton of granular is required for abutment backfill.

Sheets 3 & 19. Revise backfill detail for east abutment per attached drawings.

North Dakota Department of Transportation

Change Order

Page 227

Change Order No: 4

Project: AC-TET-TOUR(026)

PCN: 16245

County: Cass

For: RELOCATION OF 112' LONG STEEL TRUSS BRIDGE WITH TIMBER C

Contractor: WANZEK CONSTRUCTION INC  
PO BOX 2019  
FARGO, ND 58107-2019

Original Contract Amount:  
\$450,035.50

Date Created: 06/20/2007

Date Approved: 07/17/2007

\_\_\_\_\_  
CONTRACTOR DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
PROJECT ENGINEER DATE

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

\_\_\_\_\_  
 Approval Recommended  Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation  
Change Order

Change Order No: 5

Project: AC-TET-TOUR(026)

PCN: 16245

County: Cass

For: RELOCATION OF 112' LONG STEEL TRUSS BRIDGE WITH TIMBER [

Contractor: WANZEK CONSTRUCTION INC  
PO BOX 2019  
FARGO, ND 58107-2019

Original Contract Amount:  
\$450,035.50

Date Created: 10/01/2008

Date Approved: 01/13/2009

Spec No	Code No	Item of Work	Unit	Orig + or - Previous Chg Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (AC-TET FEDERAL FUNDS)								
770	1	LIGHTING SYSTEM	EA	0.00	1.00	24,514.810	24,514.81	
Net Increase or Decrease to Date			69,243.33	Part				
						Non-Part	<b>TOTALS</b>	24,514.81
							<b>NON-PARTICIPATING</b>	
							<b>PARTICIPATING</b>	24,514.81

Due to This Change, the Contract Time:  
NO CHANGE.

Classification

Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

City of Fargo requested that lighting be added to the bridge. Jeremy Gordon discussed with NDDOT and received approval. The City of Fargo designed the lighting internally. Quote submitted by Moorhead Electric (attached) with Wanzek Construction still the prime contractor.

\_\_\_\_\_  
CONTRACTOR DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
PROJECT ENGINEER DATE

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

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
OFFICE OF OPERATIONS DATE



January 15, 2009

MEMORANDUM

To: PWPEC Members

From: Jeremy M. Gorden, Senior Engineer – Transportation *JMG*

Subject: Change Order 1 and 2 Approval – Center Avenue/NP Avenue and 1<sup>st</sup> Avenue North Expansion Joint Replacement Project with City of Moorhead City of Fargo Project #5739

This project was bid through the City of Moorhead and was completed by Industrial Builders, Inc. Work is now complete and the City of Moorhead is ready to final the project. I have attached 2 change orders for this project. The original bid price was **\$274,103.00**, and the 2 change orders plus unit price overruns have brought the total cost of the project to **\$309,013.14**. This project is being funded 50% Fargo and 50% Moorhead. That amounts to **\$154,506.57 for each city**.

Change Order #1 was for removing and replacing 2 steel diaphragms. City of Moorhead Approval 9-8-08.  
**Total Cost \$9360.00 (Fargo Share \$4,680).**

Change Order #2 was for modifying the gasket brackets around the new expansion joints. City of Moorhead Approval 11-7-08.  
**Total Cost \$1,950.14 (Fargo Share \$975.07).**

There was also a unit price overrun in the removal of concrete in the amount of \$27,200.00 (Fargo share is +\$13,600), and an under run in the unit price bid for traffic control in the amount of \$3600 (Fargo share is -\$1800), for an overall increase of \$23,600 (Fargo share **\$11,800**).

I recommend approval of Change Orders 1 and 2 and the unit price overrun of \$11,800, with Report of Action being sent to the City Commission for their meeting on Monday, January 19.

JMG/bem  
Attachments

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations



# CHANGE ORDER #1

Project: 1<sup>st</sup> Ave. north Bridge Expansion Jt. Modifications and painting (Bridge #14511)

City of Moorhead Eng. No. 07-13-3 S.P. No. N/A F. P. No. N/A

Contractor: Industrial Builders, Inc.

Address: P.O. Box 406, Fargo, N.D. 58107

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

In the process of sand blasting the steel members underneath the existing expansion joint #3 on the 1<sup>st</sup> Ave. North bridge, the painting subcontractor alerted the Engineer of two non-structural diaphragms that had sustained significant section loss due to corrosion resulting in two holes. The Engineer negotiated with the Contractor a unit price to remove and replace the corroded diaphragms on a per each basis. The negotiated price includes all work necessary to remove and replace the diaphragms, and to apply the specified protective coating to the diaphragms.

Sec. 1.0: 15th Ave. North to 2,300' north				CURRENT CONTRACT AMOUNT	
Item No.	Item	Unit	Unit Cost	Qty	Total Cost
2402.521	Remove and Replace Steel Diaphragms	Each	\$ 4,680.00	2	\$ 9,360.00
<b>TOTAL</b>					
<b>Total Net Increase Change Order #1</b>					<b>\$ 9,360.00</b>

Received by:

Issued by:

*Ronald J. Mack*  
 Contractor **RONALD J. MACK**  
 By: VICE PRESIDENT, ENGINEERING  
 Date: 09/10/2008

*Thomas E. Trowbridge*  
 Project Engineer/Supervisor  
 Date: 9/8/2008

Original to Contractor  
Copy to Engineer  
Copy to Contract Administration

**CHANGE ORDER #2**Project: 1<sup>st</sup> Ave. north Bridge Expansion Jt. Modifications and painting (Bridge #14511)City of Moorhead Eng. No. 07-13-3 S.P. No. N/A F. P. No. N/AContractor: Industrial Builders, Inc.Address: P.O. Box 406, Fargo, N.D. 58107

In accordance with Standard Specifications 1103 and 1403, you are hereby authored and instructed to do the work described herein.

After construction had started, the Contractor found that the existing expansion joints did not precisely match the original bridge plans. As a result, there was approximately a  $\frac{3}{4}$ " gap between the bottom of the finger joint and the proposed neoprene gasket. It was observed in the field that some of the deck runoff was getting around the gasket because of this gap. The Engineer directed the Contractor to modify the gasket brackets accordingly to minimize this gap. Change Order #2 compensates the Contractor for the additional material costs. Per the plans and specifications, the Contractor was supposed to field-verify measurements prior to ordering the materials. Therefore, any additional labor and equipment costs are the Contractor's responsibility.

Sched. 2.0: 1st Avenue North Bridge (#14511)					
Item No.	Item	Unit	Unit Cost	Qty	Total Cost
2433.601	Reconstruct Expansion Joint Type Special	LS	\$ 1,950.14	1	\$ 1,950.14
<b>TOTAL</b>					
<b>Total Net Increase Change Order #2</b>					<b>\$ 1,950.14</b>

Received by:

Issued by:

<b>INDUSTRIAL BUILDERS, INC.</b>	
Contractor	
By:	<u>Rowen D. Mack</u> VICE PRESIDENT, ENGINEERING
Date:	<u>11/10/08</u>

<u>Thomas E. Trowbridge</u>	
Project Engineer/Supervisor	
Date:	<u>Nov. 7, 2008</u>

Original to Contractor  
 Copy to Engineer  
 Copy to Contract Administration

07-13-3/07-13-2

ENTERED 12/17/08

T&T

OBLIGATION # 117005

Pay Estimate #4  
December 15, 2008

**Project: Eng. No. 07-13-3 & 07-13-2**  
Center/NP Avenue (Bridge #5270) and  
First Avenue North (Bridge #14511)  
Expansion Joint Replacement

**Industrial Builders**  
PO Box 406  
Fargo, North Dakota 58107

Bids opened on 4/16/08

Contract awarded on 4/21/08

Schedule 1.0 Center/NP Avenue Bridge (#5270) 07-13-2 A40-430-00-4808 PI-990004-0						
Spec No.	Item	Unit	Qty.	Qty. Used	Unit Price	Total
2021.501	Mobilization	LS	1	1	\$9,000.00	\$9,000.00
2433.502	Remove Concrete	CY	8	14.8	\$4,000.00	\$59,200.00
2433.603	Reconstruct Expansion Joint Type A	LF	192	192	\$234.00	\$44,928.00
2563.601	Traffic Control	LS	1	1	\$3,000.00	\$3,000.00
Schedule 2.0 1st Avenue North Bridge (#14511) 07-13-3 A40-430-00-4808 PI-990002-0						
2021.501	Mobilization	LS	1	1	\$11,000.00	\$11,000.00
2433.603	Reconstruct Expansion Joint Type Special	LF	161	161	\$675.00	\$108,675.00
2476.601	Waste Collection & Disposal	LS	1	1	\$33,000.00	\$33,000.00
2478.506	Organize Zinc-Rich Paint System (Old)	LS	1	1	\$28,500.00	\$28,500.00
2563.601	Traffic Control	LS	1	0.1	\$4,000.00	\$400.00
2433.602	Change Order #1 - Replace Diaphragms	EA	2	2	\$4,680.00	\$9,360.00
2433.601	Change Order #2 - Additional Material Cost	EA	1	1	\$1,950.14	\$1,950.14
<b>Amount Completed To Date:</b>						<b>\$309,013.14</b>

07-13-2 \$ 3,483.84  
07-13-3 \$ ~~66,056.78~~  
62,572.94

Less Previous Estimates \$ (236,776.10)  
Less Retainage 2% \$ (6,180.26)  
Amount Paid this Estimate \$ 66,056.78

Original Contract Amount	\$ 274,103.00
Increase/Decrease Due to Change Orders	\$ 9,360.00
Current Contract Amount	\$ 283,463.00
Less Amount Paid to Date	\$ (302,832.88)
Contract Balance	\$ (19,369.88)

aa.

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:

P.C. Concrete Alley Paving & Incidentals

Improvement District No. 5855

Call For Bids January 26, 2009

Bid Opening Date March 4, 2009

Completion Date June 24, 2009

- 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
- Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5855

Type: Alley Reconstruction

Location: Alley North of Radison  
Parking Ramp

Date of Hearing: 09/02/08

<u>Routing</u>	<u>Date</u>
City Commission	1/26/09
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	X

The Committee reviewed the accompanying request from Jack W. Anderson, Prairie Public Broadcasting, for paving replacement in the alley behind their Fargo studio at 213 5<sup>th</sup> Street North.

On a motion by Pat Zavoral, seconded by Bruce Hoover, the Committee voted to recommend alley reconstruction funded with 25% Street Rehab and 75% Special Assessment.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 25% Street Rehab  
75% Special Assessment

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		N/A
Agreement for payment of specials required of developer		N/A
30% escrow deposit required		N/A

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator	X	X		X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	X	X	Dan Eberhardt	

ATTEST:

Mark H. Bittner  
Mark H. Bittner  
City Engineer

ENGINEER'S REPORT  
P.C. CONCRETE ALLEY PAVING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. 5855

**Nature & Scope**

This project provides for the reconstruction of the concrete alley paving from 3<sup>rd</sup> Avenue North to 175' south of 3<sup>rd</sup> Avenue North between 4<sup>th</sup> and 5<sup>th</sup> Street North. The alley is located in Block 8 of North Dakota Urban Renewal 1<sup>st</sup> Addition and in Block 10 of Keeney and Devitts 1<sup>st</sup> Addition.

**Purpose**

The existing alley is in poor shape and the reconstruction of this alley was requested by a majority of the benefiting property owners.

**Feasibility**

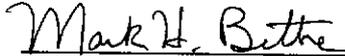
The estimated cost of construction is \$30,000. The project will be paid for by 75% special assessment to the benefiting properties and with 25% Street Rehabilitation funds. A cost breakout is as follows:

Construction Cost:	\$30,000
Plus 32% Engineering and Administration Fees:	<u>9,600</u>
Total Estimated Amount Assessed:	\$39,600
Funding	
Special Assessments (75%)	\$29,700
Street Rehabilitation Funds (25%)	9,900

We believe this project to be cost effective.



March 2009

  
\_\_\_\_\_  
Mark H. Bittner  
City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE ALLEY PAVING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5855

LOCATION:

From 3<sup>rd</sup> Avenue North to 175' south of 3<sup>rd</sup> Avenue North between 4<sup>th</sup> and 5<sup>th</sup> Street North. The alley is located in Block 8 of North Dakota Urban Renewal 1<sup>st</sup> Addition and in Block 10 of Keeney and Devitts 1<sup>st</sup> Addition.

COMPRISING:

Lots 1 and 12 through 18 and the west ½ of the vacated alley adjacent to Lots 1, 16, 17 and 18, inclusive, Block 10.  
Keeney and Devitts 1<sup>st</sup> Addition.

Lots 1 through 4 and the east ½ of the alley adjacent to the south 25 feet of Lot 3 and adjacent to Lot 4, inclusive, Block 8.  
ND Urban Renewal 1<sup>st</sup> Addition.

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