

FARGO CITY COMMISSION AGENDA
Monday, December 14, 2009 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO (Channel 99). They are broadcast each Monday at 5:00 p.m., Thursday at 7:00 p.m. and Saturday at 8:00 a.m.; and are also included in our video archive at www.cityoffargo.com/commission

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 30, 2009).

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

- a. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Lewis Addition; 1st reading, 11/30/09.
- b. Receive and file Year to Date – Budget to Actual Report for November 2009.
- c. Resolutions Prescribing Rates and Charges for Utility Services for 2010.
- d. Professional Service Agreement with Communication Service for the Deaf, Inc.
- e. Renewal of health self insurance plan third party administrator contract with Noridian Benefit Plan Administrators and stop loss insurance coverage with HCC Benefits, Inc. for 2010.
- f. Spirit of Fargo Fund allocation in the amount of \$70,500.
- g. Mass Transit Agreement with the City of West Fargo for 2010.
- h. Bid award for Laserfiche software licenses to Cities Digital.
- i. Appoint Jodi Sauer as a special police officer for NDSU.
- j. Application filed by Stuart and Michelle Swandal for a 5-year tax exemption for improvements made to a building at 1746 15th Street South.
- k. Agreement for services for the Carl Ben Eielson Middle School for tobacco education.
- l. Retrofit Ramp-Up Grant concept and application for American Recovery and Reinvestment Act funds for construction of a materials recovery facility at the landfill.
- m. Bid awards for chemicals for the Water Treatment Plant for 2010.
- n. Applications for Games of Chance:
 - (1) Hospitality Student Association for a raffle on 2/4/10.
 - (2) Nativity School PTO for a raffle on 2/5/10.
 - (3) Washington (Elementary) School PTA for a raffle on 2/19/10.
- o. Agreement for Special Improvements with Matrix Properties for Autumn Fields Addition (Improvement District No. 5907).

Easement Agreements with Moorhead Public Service for property along 32nd Avenue South (Improvement District No. 5803).

- q. Declaration Concerning Dedication Agreement (Improvement District No. 5700).
- r. Declaration Concerning Dedication Agreement (Improvement District No. 5803).
- s. Contract amendment in the amount of \$429,000 for the FM Metro Flood Study (Project No. 5683-05).
- t. Engineering Services Contract Amendment with Houston Engineering in the amount of \$84,360.71 for Project No. 5902.
- u. First Amendment to Track Agreement for extension of the spur rail tracks on the west edge of Fayland Industrial First Addition (Improvement District No. 5827).
- v. Bid awards for Project Nos. 5747-22 and 5747-23.
- w. Change Order No. CO 004 for an increase of \$8,946.20 for the GTC deck repair work.
- x. Change Order No. 1 for an increase of \$156,431.62 for Project No. 5799.
- y. Final Balancing Change Orders for the following Projects: No. 2 for an increase of \$62,740.18 for Project No. 5221; No. 1 for an increase of \$83,321.59 for Project No. 5870 and No. 1 for an increase of \$2,612.96 for Project No. 5874.
- z. Time extensions for Project Nos. SW09-02 and 5728.
- aa. One-year extensions of farm lease agreements with Larry Richard, Terry and Kay Compson and Claude Richard for 2010.
- bb. Contract and bond for mechanical construction of the Skyway Replacement Project and for Project No. 5701.
- cc. Bills.
- dd. Final Balancing Change Orders for the following Improvement Districts: No. 1 for an increase of \$25,836.66 for District No. 5703, No. 1 for an increase of \$40,962.00 for District No. 5770 and No. 1 for an increase of \$15,374.14 for District No. 5817.
- ee. Contract and bond for Improvement District No. 5574.

* * * Regular Agenda * * *

- 1. 2nd reading, waive reading and final adoption of an Ordinance Relating to City Street Lighting System Utility; 1st reading, 11/16/09.
 - a. If approved, adopt Resolution setting rates.
- 2. Public Hearings - 5:15 p.m.:
 - a. Right-of-Way Vacation Plat of Chapin Johnson and Barrett Addition to allow room for a proposed expansion of the church on a portion of 6th Avenue (604 and 608 Bdwy.).
 - (1) Continued from the 11/2/09 Regular Meeting.
 - (2) Approval recommended by the Planning Commission on 10/14/09.

- b. Future land use plan for the Roosevelt Neighborhood; an amendment to the 2004 Roosevelt – NDSU Neighborhood Plan.
 - (1) Approval recommended by the Planning Commission on 11/12/09.
- c. Proposed permanent bus Route 25 modification.
- 3. Recommendation from the Finance Committee for a \$40,000 appropriation to the Growth Initiative Fund.
- 4. Recommendation from the Finance Committee for a \$3,000 appropriation to assist in funding a Minn-Kota PAAWS feral cat program.
- 5. Recommendation from the Parking Commission for changes to the parking rates for City-owned parking facilities and designation of a cab stand at NP Avenue and the Old Broadway alley.
- 6. Recommendation from the Parking Commission to waive the requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to Parking Regulations (to clarify present language regarding reparking).
- 7. Recommendation from the Director of Operations regarding Ordinance relating to removal of snow and ice from sidewalks.

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

9

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN LEWIS ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

1
2 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
3 City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of
4 certain parcels of land lying in Lewis Addition to the City of Fargo, Cass County, North Dakota;
and,

5 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
6 request on November 12, 2009; and,

7 WHEREAS, the rezoning changes were approved by the City Commission on November
8 30, 2009,

9 NOW, THEREFORE,

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

11 Section 1. The following described property:

12 The West 292 feet of Block One (1), Less the West 10 feet thereof, Lewis
13 Addition, to the City of Fargo, Cass County, North Dakota,

14 is hereby rezoned from "SR-3", Single-Dwelling, District and "LC", Limited Commercial, District
15 to "GO", General Office, District.

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

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

19
20 _____
Dennis R. Walaker, Mayor

21 (SEAL)
Attest:

22 _____
23 Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF FARGO
YEAR TO DATE - BUDGET TO ACTUAL
FOR THE MONTH OF NOVEMBER 2009
(PRELIMINARY DRAFT UNAUDITED)

	2009 BUDGET	2009 ACTUAL	VARIANCE
REVENUES:			
310 Taxes	\$ 19,837,237	\$ 19,587,082	\$ (250,155)
320 Licenses & Permits	2,420,054	2,454,096	34,042
350 Fines & Traffic Tickets	2,035,891	1,931,717	(104,174)
330 Intergovernmental Revenue	17,313,750	17,595,149	281,399
340 Charges for Services	13,042,776	11,857,827	(1,184,949)
360 Interest	1,665,675	2,506,045	840,370
361/5 Miscellaneous Revenue	200,332	381,531	181,199
370 Police RRRDC	-	-	-
390 Other Financing Sources	8,694,229	8,740,094	45,865
TOTAL REVENUES:	\$ 65,209,944	\$ 65,053,541	\$ (156,403)
0500 City Administrator	3,551,088	\$ 3,376,136	\$ 174,952
1000 Finance	5,713,277	5,279,593	433,684
2000 Planning & Development	6,591,599	6,202,817	388,782
3000 Public Works	11,075,216	10,786,275	288,941
4000 Fire Department	8,376,390	7,656,910	719,480
5000 Police	12,512,500	12,707,584	(195,084)
6000 Health	6,768,348	6,491,170	277,178
7000 Library	2,662,244	2,346,625	315,619
8001 Commission	495,589	453,938	41,651
8005 Civic Center	449,914	406,837	43,077
8540 Social Services	301,000	306,664	(5,664)
8541 Homeless Shelter / Detox	375,681	520,993	(145,312)
8550 Capital Outlay	3,207,190	2,759,925	447,265
8570 Contingency	-	10,710	(10,710)
9001 Transfers	1,080,845	1,358,443	(277,598)
TOTAL OF EXPENDITURES	\$ 63,160,881	\$ 60,664,620	\$ 2,496,261
EXCESS REV OVER (UNDER) EXPENDITURES	\$ 2,049,063	\$ 4,388,921	\$ 2,339,858



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: STEVEN SPRAGUE, CITY AUDITOR
DATE: DECEMBER 4, 2009
SUBJECT: RESOLUTIONS PRESCRIBING RATES AND CHARGES FOR UTILITY SERVICES FOR 2010

Attached are copies of the resolution prescribing rates and charges for utility services for the Water utility fund. These rate adjustments were approved by the Finance Committee and recommended for City Commission Approval.

The changes in this resolution do not affect the rates for water services, water service rates will remain the same. This resolution increases the overtime cost charged to delinquent customers who have had their service disconnected and desire the service be restored after normal business hours, the increase is \$25. Overtime will now be billed at \$75.

In addition, this resolution formalizes the policy affecting landlords with multiple delinquent accounts, if they have service disconnected we require all delinquent accounts to be brought current, thereby saving the landlord additional disconnect fees.

Water services turned on for short periods of time will be billed a \$50 on/off fee, this situation occurs when realtors want service on for an open house or a showing. Finally, snowbirds, residents that head south for the winter, are billed a \$50 fee for disconnecting and reconnecting the service while they are away.

Suggested Motion

Approve resolutions prescribing rates and charges for utility services for the 2010 calendar year.

Attachments: Water Utility Resolution



RESOLUTION PRESCRIBING RATES AND CHARGES FOR WATER UTILITY SERVICE

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota pursuant to the provisions of Section 16-0301 and 16-0701 and 16-0702 of the Fargo Municipal Code of the City as amended, that until otherwise provided by resolution amendatory hereof or supplemental hereto, the following rate, charges and regulations shall be applicable to all services, facilities, and benefits provided and made available by the municipal water utility.

1. The owner or occupant of each premise shall pay a charge for water actually consumed on such premises, during each billing period as defined below, according to the reading or estimated reading of each meter installed on such premise, which charge shall be determined according to the following schedule:

MONTHLY BILLING

- a. **Minimum bill charged for water delivered through one meter to and including 2,000 gallons.**
 - b. **\$4.20 per 1,000 gallons of water delivered through one meter in excess of 2,000 gallons but not exceeding 200,000 gallons.**
 - c. **\$3.95 per 1,000 gallons of water delivered through one meter in excess of 200,000 gallons but not exceeding 2,000,000 gallons.**
 - d. **\$3.60 per 1,000 gallons of water delivered through one meter in excess of 2,000,000 gallons.**
2. The minimum bill in the foregoing charges shall be for water delivered through each meter during each billing period regardless of the meter reading according to the following schedule:

METER SIZE	MONTHLY
5/8"	8.40
3/4"	16.80
1"	23.90
1-1/2"	36.90
2"	53.00
3"	108.00
4"	178.00
6"	357.00
8"	497.00
10"	713.00

3. The billing period for water service shall be approximately one month. The terminal date of the billing period for each premise shall be fixed by the City Auditor or his assignee, in accordance with such schedule as will permit efficient and orderly billing and collections. All meters shall be read once in each billing period provided that if the representatives of the Water Department are unable to obtain access to any meter, the reading in determining the charge for the following billing period may be estimated and proper adjustment made in the statement rendered next following a meter reading. Each bill shall include the charge for water consumed as determined by the estimated or actual

RESOLUTION PRESCRIBING RATES AND CHARGES FOR WATER UTILITY SERVICE

meter reading for the current billing period, plus any additional charges due for special services as provided below. All bills are due and payable on or before the tenth day after the date of billing. At the time of billing, past due accounts will be charged 1.5% interest on any unpaid balance. Fifteen days after a bill has become delinquent the water may be shut off from the premises, and when so shut off, shall not be turned on again until all water rents and all other charges due for services to the consumer, together with \$25.00 for turning water off and on, has been paid. Water will be turned on only during regular working hours. A \$75.00 overtime fee will be charged after regular business hours.

- 3b. For property owners with multiple accounts, all delinquent accounts in that property owners name will be made current if one property is turned off for delinquent payment.
- 3c. Water service turned on and off for short periods will be subject to \$50 on/off fee. (i.e. realtors wanting water services on during and open house or house showing.)
- 3d. Snow Birds, those residents that move south for the winter months, may avoid monthly billing by having the water turned off at the stop box; a \$50 on/off fee will apply. An alternative for those willing to assume the risk of frozen water pipes will be to leave the water service on at the curb and place "T"s in the billing field indicating temporarily do not bill. These residents will also be billed \$50 on/off because they will be "off" the billing cycle.
4. The term "residential" shall include all premises occupied exclusively for residential purposes, whether by one or more families; provided that any multiple dwelling in which the water consumed during any year exceeds 150,000 gallons shall be classified as commercial and billed on the commercial basis for water consumed therein during the succeeding year. The term "commercial" is defined to include all premises other than these classified as residential under the foregoing provisions.
5. All resolutions heretofore adopted which are in any manner inconsistent with the terms and provisions of this resolution are hereby amended or repealed to the extent necessary to give full force and effect to the provisions of this resolution. This resolution shall be effective for all bills prepared after January 1, 2010.

POLICY: WATER USE, METHODS, PAYMENTS, METERS, ETC.

A. Usage

- 1. All water used from City fire hydrants will be metered except for use authorized by City departments, i.e., Street, Water, Sewage Plant, Fire, and Engineering Departments.

B. Payment

- 1. Water for new sod, seeded areas (City property) - Metered (no charge).
- 2. Water for sawing pavement for street cuts, traffic loops, etc. will be metered - (no charge).
- 3. Water for dust control affecting property within the City limits will be metered - (no charge).
- 4. Water for concrete will be metered and billed at current rates. No surcharge.
- 5. Federal Projects such as I-29 & I-94 - Totally federal and state funded. Water will be metered and billed at current rates.

NOTE: It may be difficult to determine dust control from water used for concrete in certain instances but not impossible. All concrete is batched with a water cement ratio so it is possible to determine quantities.

In the future these determinations should be discussed prior to the project work so agreements can be signed to reduce misinterpretations.

PERMIT PROCEDURE

- 1. Permits, deposits are issued at the Meter Shop (3350 35th Avenue South).
- 2. Meters will be obtained at the Meter Shop (3350 35th Avenue South).
- 3. Meter will be read monthly. Water will be billed at the current City's rate (same as any other user/no surcharge).
- 4.

Meter Deposit	\$600.00
Monthly Meter Fee	25.00
Handling Fee - Permit Fee	25.00/Service
- 5. Water cost will be monthly at current rates.
- 6. Pool Filling - 1-2 days/monthly fee waived

VIOLATIONS OF HYDRANT USE POLICY

1. Theft of City water is illegal and will be considered a theft of product.
2. City staff will investigate any and all violations.
3. A 100% surcharge will be added to the City determination of water used in addition to a fee of \$500.
4. Confiscation of hydrant usage equipment will be considered by City staff if in violation of policy.



PLANNING AND DEVELOPMENT

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DATE: December 14th, 2009
TO: City Commission
FROM:  Nate Bailly, Planner
RE: Professional Services Agreement with Communication Service for the Deaf, Inc.
(Attached)

The purpose of the attached agreement is to ensure the City's continued compliance with Title II of the Americans with Disabilities Act (ADA), and to make available interpretation services for deaf and hard-of-hearing citizens on a priority basis. This agreement formalizes an existing relationship with Communication Service for the Deaf, with whom the City has been working closely for a number of years. The relationship is particularly important to the Fargo Police Department, who may need to utilize translation services after normal business hours, on holidays and in emergency situations. As a City staff member recently appointed ADA Coordinator, I will assure that all City Departments are notified/reminded of the availability of Communication Service for the Deaf to provide translation services.

Recommended Action

Approve and execute the Professional Service Agreement between the City of Fargo and Communication Service for the Deaf, Inc, dated January 1, 2010 through December 31, 2010.



PROFESSIONAL SERVICE AGREEMENT

This **SERVICE AGREEMENT**, made this 9th day of December 2009, by and between **COMMUNICATION SERVICE FOR THE DEAF, INC. ("CSD")**, Party of the First Part, and **CITY OF FARGO, a municipal corporation of the state of North Dakota ("City")**, Party of the Second Part.

WITNESSETH:

A. **CSD** shall provide interpreting services as requested by the **City** the period beginning **January 1, 2010** and ending on **December 31, 2010**. This contract may be renewed upon agreement of both parties.

B. **CSD** agrees to provide interpreters who have agreed to abide by all the rules of personal conduct set forth in Code of Professional Conduct as defined by the National Association of the Deaf (NAD) and/or the National Registry of Interpreters for the Deaf (RID).

C. It is agreed by and between the parties in providing such services, the interpreter provided by **CSD** shall be required to use his/her best judgment thereon, as is normally required of an independent contractor, and that such interpreter is not in status of an employee of the **City**.

D. The per hour rate, a minimum of one (1) hour will be:

Rate Schedule	First Hour Minimum	Subsequent Hours
Daytime: Mon-Fri: 7am – 7pm	\$60.00	\$60.00
Evening: Mon-Fri: 7pm – 7am	\$75.00	\$75.00
Holiday* and Saturday & Sunday	\$75.00	\$75.00
Emergency Request	\$75.00	\$75.00

- **Emergency constitutes anything that requires an interpreter immediately.**
- Additional time is billed at the above fares to the nearest half hour. Assignments twenty miles outside of the **CSD** North Dakota office will be calculated at .50 cents per mile.
- Assignments of two hours or more in length may require two interpreters and will be billed as such.
- There will be no charge for cancellations that are made 24 hours in advance. Cancellations need to be made between 8:00 am and 5:00 pm CST Monday to Friday. The assignment will be billed for the entire scheduled time if it is cancelled less than 24 hours prior to the assignment. If the client fails to show up for the appointment, the assignment will be billed for the entire time that was originally scheduled.
- **CSD** agrees to make a good faith attempt to respond to all interpreting requests on a 365/24/7 basis. However, **CSD** does not guarantee availability of interpreters and will notify the **City** if **CSD** is unable to provide requested services.

E. **CSD** Holidays: New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day

F. Termination: **CSD** and the **City** may terminate this contract upon thirty (30) days’ written notice to the other. Services requested or provided after the expiration of the Term shall be governed by the above terms unless otherwise agreed by the parties.

G. **CSD** will submit an itemized billing statement to be paid upon receipt and approval by the **City**. The **City** agrees to be responsible for all services provided under the profile(s) submitted to **CSD** in connection with use of the services hereunder.

H. Neither party shall use the other’s name, signs or likeness for advertising and/or promotional purposes without the other’s written approval prior to publication or other dissemination.

I. **CSD** shall undertake to provide interpreting services of the quality and nature sufficient for the given situation. **CSD** does not, however, warrant that the services and interpreting are free from potential error, or that inadvertent mistakes in interpreting will not occur. **CSD**, to the fullest extent permitted by law, disclaims all warranties, and makes no warranties about the accuracy, reliability, completeness, or timeliness of the content of communications interpreted.

Communication Service for the Deaf, Inc.

City of Fargo, North Dakota:

By: _____

By: _____

Its: _____

Its: Mayor

Date: _____

Date: _____

ATTEST:

Steven Sprague, City Auditor



Finance Office

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



TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

RE: HEALTH INSURANCE PLAN STOP LOSS INSURANCE AND THIRD PARTY ADMINISTRATOR CONTRACT RENEWAL

DATE: DECEMBER 10, 2009

The City of Fargo's self insured health plan is currently administered by Noridian Benefit Plan Administrators and our catastrophic stop loss insurance is purchased from HCC Benefits, Inc.

A renewal proposal has been evaluated by staff and our health care consultant AON Consulting and is being recommended for a one year renewal. Multiple vendor renewal quotes were evaluated by HCC and AON and HCC Benefits, Inc. provided the most competitive renewal.

Terms of the stop loss policy have been modified slightly to provide trailing coverage in the event that the City of Fargo decides to join the North Dakota Public Employees Health Plan in 2011.

Suggested Motion:

Approve renewal of the health self insurance plan third party administrator contract with Noridian Benefit Plan Administrators and stop loss insurance coverage with HCC Benefits, Inc. for the 2010 fiscal year.





PLANNING AND DEVELOPMENT

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DATE: December 10, 2009
TO: City Commission
FROM: Dan Mahli, Senior Planner, Community Development
RE: 2009 Spirit of Fargo Fund

The *Spirit of Fargo Fund* was established by the City of Fargo and Impact Foundation to assist organizations, businesses and households recover from the record 2009 flood. I've attached an information sheet about the fund. Over the course of months following the flood, the Spirit of Fargo Fund raised \$111,672.

The Impact Foundation has led an effort to solicit applications using mailing lists, advertisements in local media and outreach to organizations along the Red River directly affected by the flood. Grant requests targeted specific unmet needs that were not eligible to be reimbursed by insurance, public agencies or other assistance programs. Each request clearly described how the Spirit of Fargo funding would help the organization carry out its operation and mission.

The attached recommendation from the Spirit of Fargo Needs Committee recommends allocating \$70,500 to address needs that developed as a result of the 2009 flood. In the coming year, we expect additional requests to be made as unmet needs are brought to the City of Fargo and Impact Foundation.

Recommended Action

Recommend approval of the attached Spirit of Fargo Fund allocation.





2009 Spirit of Fargo Fund

Why: On Saturday, March 28, the City of Fargo and surrounding areas in Cass and Clay counties experienced the worst flooding ever recorded in the region. On the encouraging side, the efforts of an unprecedented level of volunteerism resulted in a flood fight that saved thousands of homes and businesses in the community. Without a doubt, the community effort serves as an inspiration to anyone that was witness to it. "We owe a great debt of gratitude to the heroes of the 2009 flood fight, who, without fanfare or recognition, volunteered to help."¹ Unfortunately, thousands of people were displaced from their homes and places of employment during the flood fight. In order to help these families and businesses recover, the *2009 Spirit of Fargo Fund* was established by the City of Fargo and Impact Foundation. One hundred percent (100%) of the funds raised will go directly to flood recovery efforts to support organizations and small businesses that serve individuals and families in communities and rural areas in North Dakota within 60 miles of Fargo.

What: Spirit of Fargo funding is available to address unmet needs that have developed as a result of the 2009 flood. Grant requests must target specific needs that will not be reimbursed by insurance, public agencies or other assistance programs. Requests should target a specific, achievable unmet need and clearly describe how the funding will help the organization carry out its operation and mission. Applicants are required to demonstrate that all other forms of assistance have been exhausted. Preference is given to help meet the financial needs of nonprofit organizations that provide direct assistance in the community. Eligible organizations may apply for funding to:

- Address vital human services resulting from the 2009 flood recovery effort
- Build organizational stability that has been impacted by the 2009 flood fight
- Assist individuals and families, *through nonprofit organizations*

Who: The purpose of the Spirit of Fargo Fund is to provide support in the recovery of nonprofit 501(c)3 organizations and small businesses that have been affected by the flood of 2009. Eligible nonprofit organizations include those with gross annual revenue of \$1M or less, with the exception of VOAD member agencies (Voluntary Organizations Active in Disaster). Eligible small businesses are those with annual gross revenue that is less than \$250,000. A Flood Recovery Needs Committee has been established to ensure the money that is raised is distributed in a manner that addresses the greatest needs.

How & When Applications will be available after the July 4th holiday. The Spirit of Fargo Fund will offer grants based on available resources and identified needs. Some decisions may be postponed depending on funding availability and prioritization of needs. Please check the website at www.spiritoffargo.com for more detail.

¹ The Forum, April 2009



Spirit of Fargo Flood Fund Grant Applications

On November 25, 2009, the Needs Committee met to review and discuss the applications for funding from the Spirit of Fargo Flood Fund. In total, Impact Foundation received 13 applications. After review of the applications, the committee made the following preliminary grant recommendations:

Applications receiving funding recommendation:

1) Fargo Post 2 American Legion Baseball

Request: \$10,000

Use of Funds: To continue to repair the baseball complex and parking lot which was used to build a dike system.

Other funding: They submitted a claim to their insurance, FEMA, SBA all resulting in no coverage/funds. They have received a \$10,000 grant but it requires a match.

RECOMMENDED GRANT: \$10,000

2) Family HealthCare Center

Request: \$10,000

Use of Funds: To recover from the financial impact (lost revenue and staffing expenses = \$147,000) due to the flood.

Other funding: FHC was not eligible to apply for any financial aid from HRSA, FEMA or SBA

RECOMMENDED GRANT: \$10,000

3) Red River Children's Advocacy Center

Request: \$10,000

Use of Funds: To replace lost income and service time due to the flood.

Other funding: Did not apply for other funding.

RECOMMENDED GRANT: \$10,000

4) Handi-Wheels

Request: \$10,000

Use of Funds: To assist in paying for lost revenue and wages for staff due to office closure and being on 24-hour on-call status during the flood.

Other funding: Did not apply for other funding.

RECOMMENDED GRANT: \$10,000

5) Atonement Child Care and Preschool

Request: \$10,000

Use of Funds: To help recover from the \$24,583 loss that the child care center and preschool incurred due to lost income and excess expense during the flood(temporary relocation).

Other funding: Did not apply for other funding.

RECOMMENDED GRANT: \$10,000

6) Barrie Congregational Church (Walcott, ND)

Request: \$10,000

Use of Funds: To help repair walls, floors, replace furnace and tables/chairs in Sunday School rooms. Currently the church is holding services at Fredrickson Funeral Home because of the bad odors and mold caused by the flood.

Other funding: No other funding received.

RECOMMENDED GRANT: \$10,000

7) Giving + Learning Program

Request: \$10,000

Use of Funds: On-going flood recovery

Other funding: Did not apply for other funding.

RECOMMENDED GRANT: \$2,500

8) FM Symphony Orchestra

Request: \$8,000

Use of Funds: To cover the remaining costs incurred by the Community Celebration Concerts – they were not able to raise enough money needed to cover all production costs for this event.

Other funding: Did not apply/receive for support from insurance, federal, state or other assistance.

RECOMMENDED GRANT: \$8,000

Applications NOT recommended for funding:

9) FM Opera Company

Request: \$10,000

Use of Funds: Grant dollars would greatly assist in returning the company to financial stability following the flood/reduction of deficit caused by the flood.

Other funding: Approved for \$16,300 from SBA.

10) Cake and Candy World

Request: \$3,000

Use of Funds: To recover from loss of income due to closure during the flood.

Other funding: Did not apply for other funding.

11) Flickertail Wireless

Request: \$10,000

Use of funds: Does not indicate – says that the company's impact on the community is to provide an affordable option for customers who cannot afford a new cellular phone.

Other funding: Did not receive other funding from insurance, federal, state, or other public/private source.

12) Walker Chiropractic, PC

Request: \$10,000

Use of Funds: Grant dollars would be put toward working capital needs and used to stay current with creditors.

Other funding: Did not receive funding from other sources.

13) Tobosa Creative Group

Request: \$10,000

Use of Funds: Funds would be used to aide in financial recovery from loss of business due to the extended period of inactivity during the flood.

Other funding: Did not qualify for FEMA, is in the application process for SBA ARC program.



PLANNING AND DEVELOPMENT

200 Third Street North
Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

E-Mail: planning@cityoffargo.com

www.cityoffargo.com

9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: PLANNING DIRECTOR JIM GILMOUR 

DATE: DECEMBER 10, 2009

SUBJECT: CITY OF FARGO / WEST FARGO TRANSIT AGREEMENT

The City of Fargo has provided transit service in West Fargo for many years. An annual Mass Transit Agreement defines the level and cost of the service, and West Fargo provides Fargo with an appropriate amount of funds to pay for local costs of the transit service. A portion of the cost of transit service is paid for with grants from the Federal Transit Administration and the State of North Dakota.

An agreement for these services for 2010 is attached for your consideration. Under the terms of this agreement, the City of West Fargo will contribute \$8,000 a month toward the cost of fixed route transit service and \$13.80 a ride toward the cost of paratransit service.

RECOMMENDED MOTION: Approve a Mass Transit Agreement with the City of West Fargo for 2010.

MASS TRANSIT AGREEMENT

This AGREEMENT made and entered into this 15th day of December, 2009, by and between the City of West Fargo, North Dakota (hereinafter "West Fargo") and the City of Fargo, North Dakota (hereinafter "Fargo").

WHEREAS, Fargo provides regular transit service and Paratransit service for its citizens; and

WHEREAS, West Fargo would like to provide such services to the citizens of West Fargo; and

WHEREAS, Fargo is agreeable to provide such transit service to West Fargo on the terms and conditions set out below;

NOW THEREFORE, be it agreed between West Fargo and Fargo as follows:

1. Fargo will provide regular transit service to West Fargo during the term of this agreement under the following conditions:
 - A. Fargo and West Fargo shall agree to a route, schedule, and stopping points of the transit service in West Fargo. It is understood that such West Fargo route will tie into the Fargo route system at West Acres. Route and stopping points must be such that the route can be completed in approximately thirty (30) minutes. The route will run once each hour.
 - B. West Fargo shall pay Fargo, on a monthly basis, \$8,000 a month for transit service to be available in West Fargo. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.
 - C. Persons who get onto the bus in West Fargo shall not be charged a transfer fee onto the Fargo bus system, and may transfer onto a Fargo bus with no transfer fee.
 - D. The bus fare for using the buses in West Fargo shall be the same fare that is charged to passengers using the bus service in Fargo.
 - E. Fargo shall be responsible for all administrative responsibilities regarding the bus transit service provided to West Fargo, including dispatching, complaint issues, annual grant applications, marketing of routes, preparation and revision of route maps and schedules, and filing of any necessary reports.
2. Fargo shall provide West Fargo transit service for persons with disabilities through the Paratransit service on the following conditions:
 - A. The service shall be available to the citizens of West Fargo on the same basis that it is available to citizens in Fargo.
 - B. The cost of the service to the citizens of West Fargo shall be the same cost as available to the citizens of Fargo.

- C. It is understood between West Fargo and Fargo, that Fargo contracts with a provider for drivers services for the Paratransit service. West Fargo shall pay Fargo \$13.80 per ride for paratransit services taken by a resident of West Fargo, except for those rides that are paid at an agency rate or those rides that are paid by Medicaid. West Fargo will not pay for rides billed at an agency rate or those rides that are paid by Medicaid. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.
- D. West Fargo, by written notification to Fargo, may limit the hours of Paratransit service in West Fargo, provided that such limitation would not cause any violation of any state or federal law.
- 3. West Fargo shall adhere to the Emergency Service Guidelines that Fargo has implemented.
- 4. This agreement shall be for a period of twelve (12) months, beginning on January 1, 2010 and terminating on December 31, 2010. Neither party shall have the right to terminate prior to that date.
- 5. This agreement shall not be amended, except in writing executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above written.

CITY OF WEST FARGO

BY: _____
Rich Mattern, Mayor

ATTEST: _____
City Auditor

CITY OF FARGO

BY: _____
Dennis R. Walaker, Mayor

ATTEST: _____
City Auditor



Information Services
City of Fargo
200 N 3rd St.
Fargo, ND 58102
Dec. 9, 2009

Honorable Board of
City Commissioners
City of Fargo
200 N 3rd St. S
Fargo, ND 58102

Dear Commissioners;

As part of the New World CAD-RMS software implementation, a document management system is being implemented. Technical representatives from each of the participating agencies have been meeting regularly and have selected the Laserfiche enterprise content management software to meet these document management needs. This software is currently being used by Moorhead, West Fargo, and Cass County.

Recently, Moorhead IT was notified by their vendor that, beginning next year, Laserfiche is changing their licensing scheme from a concurrent model to a "Named User" model. The estimates for the concurrent licensing model were about \$190,000 for our configuration (\$30,000 annual maintenance). The estimates for the "Named User" licensing model are about \$340,000 (\$60,000 annual maintenance).

Due to this large difference in costs, it was prudent to accelerate the Laserfiche purchase to happen this year. As such, an RFP was advertised. Laserfiche Corporation provided the names of three resellers and all three were directly sent the RFP.

We received two proposals from the Laserfiche resellers. After analysis of both proposals, the proposal from Cities Digital has been selected as the best response to meet our Laserfiche requirements. The initial purchase will be around \$90,000. Later next year, the balance of the software and licenses will be purchased (approximately \$95,000). All funds for this purchase this will come from the grant funds relating to the purchase of the new CAD-RMS system.

Suggested Motion:

Direct appropriate staff to accept the proposal from Cities Digital and purchase the Laserfiche software licenses.

Thank you,



Ron Gronneberg
CIO
City of Fargo
701/241-1312



Office of the Chief of Police



November 3, 2009

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

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

Dear Commissioners:

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

Jodi Sauer

Recommendation:

Approve the appointment of Jodi Sauer as a 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



ASSESSMENT DEPARTMENT

December 8, 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 Stuart & Michelle Swandal. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,200 with the City of Fargo's share being \$160.

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 STUART & MICHELE SWANDAL Phone No. (701) 793-6532

2. Address of Property 1746 15 ST S
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed LT 15 BLK 4
BOHNSACKS 1ST

4. Parcel Number 01-0161-00760-000

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). REFINISH INTERIOR & EXTERIOR OF HOME. CONSTRUCT DETACHED GARAGE

7. Building Permit No. 81650 8. Year built if residential property 1955

9. Date of commencement of making the improvement _____

10. Estimated market value of property before improvement \$ 37,200

11. Cost of making the improvement (all labor, material and overhead) \$ 70,000.

12. Estimated market value of property after improvement \$ 125-130,000.00

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 Michele D Swandal Date 2/1/09
Stuart Swandal

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 Swaska Date 12/8/09

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 _____



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



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 30, 2009

RE: AGREEMENT FOR SERVICES
FARGO PUBLIC SCHOOL DISTRICT/CARL BEN EIELSON
MIDDLE SCHOOL

The attached Agreement for Services with the Fargo Public School District/Carl Ben Eielson Middle School is for a Tobacco Education Mini Grant for \$2,500.

No budget adjustment is required for this agreement.

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

Suggested Motion: Move to approve the Agreement for Services for the Carl Ben Eielson Middle School for tobacco education.

RB/LA
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 23rd day of November, 2009 by and between Fargo Cass Public Health ("FCPH"); and **Fargo Public School District/Carl Ben Eielson Middle School** (Contracting Consultant).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of November 23, 2009, through December 31, 2009.
- B. Services to be provided by contractor:** Conduct activities for Tobacco Education Mini-Grant program, as described in the Tobacco Education Mini-Grant Policies and Guidelines document.
- C. Reimbursement:** The contracting consultant shall be reimbursed for approved expenses in the Tobacco Education Mini-Grant Budget, not to exceed \$2,500. The contracting consultant may request monthly reimbursement or at the end of the term of agreement. Receipts and invoices must accompany all reimbursement requests.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It understood in order to complete the activities of this contract the contracting consultant will need to utilize Fargo Cass Public Health resources for specific supplies.

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

CONSULTANT

By Ruth Bachmeier
Ruth Bachmeier, Director of Public Health

By Shelly Larson
Fargo Public School District
Contracting Consultant

Date 11-30-09

Date 11-24-09

By _____
Dennis R. Walaker, Mayor, City of Fargo

①



Memorandum

Date: 10 December 2009
To: Board of Commissioners, City of Fargo
From: Robert C. Stein
Re: Department of Energy Recovery Act, Retrofit Ramp-Up Grant

The American Recovery and Reinvestment Act of 2009 appropriated funds for the Department of Energy (DOE) conduct a competitive grant program which has been called the Retrofit Ramp-Up Program. Following staff discussions and discussions at the Renewable Energy and Conservation Committee, a Letter of Intent/Project Abstract was sent to the DOE expressing an interest in applying for the funds.

The proposed project involves a retrofit of the Fargo Municipal Landfill that would involve the construction of a materials recovery facility (MRF). The Solid Waste Division has previously explored this concept, and it would dramatically increase the amount of recyclable materials that would be recovered from the waste stream. The amount of the request is \$13,000,000. The Letter of Intent/Project Abstract is attached to this correspondence.

Suggested Action: to approve the Retrofit Ramp-Up Grant concept and to authorize staff to proceed with preparation and submittal of the application.

Recovery Act EECBG Funding Opportunity

**Letter of Intent
Competitive Grant – Topic 1**

Name of Applicant: City of Fargo, North Dakota
Title of Project: Retrofit of Landfill Facility
Project Director: Bruce P. Grubb, Enterprise Director
Estimate of Funds Requested: \$13,000,000

Abstract

The City of Fargo (City), North Dakota, owns and operates a regional municipal solid waste (MSW) landfill facility (Facility). On an annual basis, the Facility accepts in excess of 200,000 tons of mixed MSW from the City and nearby communities and rural areas. The City currently provides recycling opportunities that include curbside and drop-site collection of recyclables. In spite of the City's recycling efforts, it is estimated that the Facility's waste stream is still comprised of 15-20% recyclable materials or 30,000-40,000 tons annually (mostly from commercial and industrial sources). Based on the present waste stream volume, the Facility has a projected life expectancy of 14 years. Removal of the remaining recyclables from the waste stream would result in an increased life expectancy by approximately 3 years (20%). The project would involve a retrofit of the Facility to install a materials recovery facility (MRF) to remove recyclable materials from the waste stream. The proposed MRF retrofit is anticipated to include a combination of materials handling equipment consisting of both manual separation and mechanical separation (i.e. conveyors, trommel screens, magnetic devices, eddy current devices, etc.). The estimated retrofit cost is \$13,000,000. Given the current waste stream volumes and characteristics, the recovered recyclables represent an estimated annual energy savings of 70,000,000 kwh valued at approximately \$4,200,000. Another benefit of the MRF would be the resulting higher concentration of organics being "landfilled" and thus accelerated gas production which is recovered and used for powering and heating the Facility. New revenues from the MRF would be used to fund residential energy efficiency improvements and waste reduction programs. In addition to the jobs created and maintained due to manufacturing, transportation, and installation of this retrofit, 10 new long-term jobs would be created for operations and maintenance of the retrofitted Facility.

The objectives of the project are: to maximize the life of the existing landfill facility; to recover a maximum amount of recyclables from the waste stream; to provide these enhanced recycling opportunities to a broad range of landfill users that include City of Fargo residents and businesses, small city and rural customers; and to redirect incremental revenues for waste reduction.



M

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

December 09, 2009

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

Dear Commissioners:

Attached please find a tabulation sheet listing all bids received for supplying chemicals to the Water Treatment Plant for 2010. Listed below are the lowest and/or best bids received for each of the chemicals:

Water Treatment Plant		
Product Name	Vendor	Unit Price
Anionic Flocculant	Hexagon	\$2,180.00 per Ton
Anhydrous Ammonia	Hawkins WTG	\$2,920.00 per Ton
Powdered Activated Carbon	Thatcher Company	\$1,153.60 per Ton
Chlorine	DPC Industries	\$559.00 per Ton
Hydrofluosilicic Acid	Hawkins WTG	\$760.00 per Ton
Lime	Graymont	\$150.00 per Ton
Liquid Carbon Dioxide	Poet Ethanol Products	\$90.00 per Ton
Liquid Oxygen	Praxair	\$166.78 per Ton
Polyphosphate	Shannon	\$1,868.00 per Ton*
Soda Ash	Thatcher Company	\$310.65 per Ton

The recommendation is to award the 2010 chemical bids as listed above.

Note:

- * Polyphosphate Bid: The lowest bid, received by Carus Chemical, is for a phosphate blend which does not meet our bid specification. Our bid specification for polyphosphate states that the product bid shall be equal to Stiles-Kem MP 4020 or Fremont 942. Both the MP 4020 and 942 products are blends of tripolyphosphate, tetrasodium pyrophosphate and sodium carbonate. The Carus product is a blend of tripolyphosphate, hexametaphosphate and sodium carbonate. Therefore, the recommendation is to award the Shannon bid of \$1,868.00/Ton.

The 2010 chemical bid prices show an overall decrease of 2.2% from 2009 pricing.

Sincerely

Bruce P. Grubb
Enterprise Director

Sincerely

Ron Hendricksen
Water Plant Superintendent

FARGO WATER TREATMENT PLANT
2010 ANNUAL CHEMICAL BIDDING SUMMARY

Product Name	Vendor	NSF Cert	Est. Annual Qty in Tons	Unit Price per ton	Total Est Cost	Recommendation
Anionic Flocculant	Hexagon A-88EP	Yes	20	\$2,180.00	\$43,600.00	Accept
	Nalco AEP45109	Yes		\$2,640.00	\$52,800.00	
	Pristine PHI-2000	Yes		\$3,940.00	\$78,800.00	
	Polydyne	Yes		No Bid		
Anhydrous Ammonia	Hawkins WTG	Yes	22	\$2,920.00	\$64,240.00	Accept
Powdered Activated Carbon	Thatcher Company Norit	Yes	40	\$1,153.60	\$46,144.00	Accept
		Yes		\$1,220.00	\$48,800.00	
Chlorine	DPC Industries Hawkins WTG	Yes	105	\$559.00	\$58,695.00	Accept
		Yes		\$588.20	\$61,761.00	
Hydrofluosilicic Acid	Hawkins WTG DPC Industries	Yes	110	\$760.00	\$83,600.00	Accept
		Yes		\$871.20	\$95,832.00	

FARGO WATER TREATMENT PLANT
2010 ANNUAL CHEMICAL BIDDING SUMMARY

Product Name	Vendor	NSF Cert	Est. Annual Qty in Tons	Unit Price per ton	Total Est Cost	Recommendation
Lime	Graymont Brenntag Pacific	Yes	4800	\$150.00 \$222.00	\$720,000.00 \$1,065,600.00	Accept
Liquid Carbon Dioxide	Poet Ethanol Products Praxair Continental Carbonic EPCO	Yes Yes Yes Yes	1200	\$90.00 \$97.00 \$98.00 \$114.69	\$108,000.00 \$116,400.00 \$117,600.00 \$137,628.00	Accept
Liquid Oxygen	Praxair Airgas	Yes Yes	900	\$166.78 \$168.46	\$150,102.00 \$151,614.00	Accept
Polyphosphate	Carus 2250 Shannon SNC-N2 Pristine MP4020	Yes Yes Yes	32	\$1,840.00 \$1,868.00 \$2,320.00	\$58,880.00 \$59,776.00 \$74,240.00	Does Not Meet Bid Specification Accept
Soda Ash	Thatcher Company Killoran Trucking OCI Chemical	Yes Yes Yes	1400	\$301.65 \$335.70 \$345.96	\$422,310.00 \$469,980.00 \$484,344.00	Accept

11-25-09
CR# 2042
25.00

NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

City of Fargo, Auditors Office - Gaming
200 N 3rd Street, Fargo, ND 58102
Phone: 701-241-1304
Rev. 06-09

ND

NDSU

Name of Student Organization HOSPITALITY STUDENT ASSOCIATION		Date(s) of Activity 02-4-10 to 02-4-10	
Person Responsible for the Gaming Operation ALEX KLINKHAMMER		Time of Event 4:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	
Street Address of Student Organization # 5340 PO BOX 6050	City FARGO	State ND	Zip Code 58108
Name of Site Where Game(s) will be Conducted MEMORIAL UNION		Street Address 1301 12TH AVE N	
City FARGO	State ND	Zip Code 58108	County CASS
Check the Game Types to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

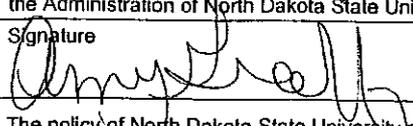
Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
RAFFLE	GIFT CERTIFICATE (RESTAURANT)	\$	RAFFLE	CARMINA ROOM VOUCHER	\$ 109.00
RAFFLE	ROOM VOUCHER				
RAFFLE	RUBY TUESDAY GIFT CERTIFICATE	15.00			
RAFFLE	RUBY TUESDAY GIFT CERTIFICATE	15.00			
RAFFLE	KOBE'S GIFT CERTIFICATE	25.00			
RAFFLE	APPLE BEE'S GIFT CERTIFICATE	25.00			
RAFFLE	CANDLEWOOD ROOM VOUCHER	99.00			
RAFFLE	HILTON GARDEN INN ROOM VOUCHER	125.00			
					(Limit \$12,000 per year) \$ 413.00

Intended uses of gaming proceeds: THE PROCEEDS WILL BE USED TO FUND HOSPITALITY STUDENT ASSOCIATION EVENTS AND TRIPS ALONG WITH EXPENSE FOR OTHER FUNDRAISING

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

ACKNOWLEDGEMENT BY NDSU - Must be signed by the Associate Director of Student Activities or Coordinator of Greek Life and Student Organizations located in the Student Activities Office - Room 120 in Memorial Union.

I acknowledge that the Hospitality Student Assoc. student organization is registered by the Administration of North Dakota State University.

Signature 	Title <u>Assoc Dir SAO</u>	Date <u>11/3/09</u>	Business Phone Number <u>231-7799</u>
---	-------------------------------	------------------------	--

The policy of North Dakota State University requires that a student organization obtain a signed acknowledgment by its administration that the applicant is a registered student organization of NDSU.

Signature of Contact Person 	Title <u>FUNDRAISER</u>	Date <u>11/4/09</u>	Business Phone Number <u>701.429.3382</u>
---	----------------------------	------------------------	--

11-25-09 Pd 25.00
CASH

(N2)

APPLICATION FOR A LOCAL PERMIT

City of Fargo

Rev. 06-09

Call For Pick up Matt @ 371-3280

Name of Non-profit Organization Nativity School PTO		Date(s) of Activity FEB 5 2010 to FEB 5 2010	
Person Responsible for the Gaming Operation LORI DIETZ		Title Raffle Chair	Business Phone Number 282-8415
Business Address	City	State	Zip Code
Mailing Address (if different) 5006 2ND STREET EAST	City WEST FARGO	State ND	Zip Code 58078
Name of Site Where Game(s) will be Conducted Nativity Elementary School		Site Address 1825 11th Street South	
City FARGO	State ND	Zip Code 58103	County CASS
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
		\$			\$
	SEE ATTACHED SHEET	SHEET			
Total:					(Limit \$12,000 per year) \$ 2,349.99

Intended uses of gaming proceeds: **PTO Programs / School Supplies / School Services**

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

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

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$2,500 and the total cash prizes for a raffle cannot exceed \$4,000 in one day.
The retail value of a merchandise prize cannot exceed \$6,000.
The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.
If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General

Signature of Organization's Top Executive Official Matthew C. D...	Date 25 Nov 2009	Title Raffle Volunteer	Day time Phone Number 371-3280
--	----------------------------	----------------------------------	--

N3
 12-8-09
 CR# 16545
 25.00

Name of Non-profit Organization Washington (Elementary) School PTA		Date(s) of Activity February 19, 2010	
Person Responsible for the Gaming Operation Richard A. Berg		Title	Business Phone Number 701-239-5810
Business Address 1707 GOLD DRIVE S #200		City FARGO	State ND Zip Code 58103
Mailing Address (if different) PO Box 3024		City FARGO	State ND Zip Code 58108
Name of Site Where Game(s) will be Conducted Washington Elementary School		Site Address 1725 N. Broadway	
City Fargo	State ND	Zip Code 58102	County CASS
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
	FlatScreen TV	\$ 400.00
	Portable DVD	200.00
	Hot Tub Rental	200.00
	Hornbachers Gift Certificate	100.00
	Hornbachers Gift Certificate	50.00
	1 Yr. YMCA Youth Membership	125.00
	Dip + Dots Party Pack	100.00
	JR Expressions Art	100.00
	Sherwin Williams Paint Supplies/Ladder	170.00

Game Type	Description of Prize	Retail Value of Prize
	Homemakers Villa - Microwave	\$ 100.00
	Sports Nuts Art/golf Balls	30.00
	Sports Nuts Art/golf balls/sweatshirt	50.00
	Nascar Collectable	75.00
	Binoculars/Thermos/Sweatshirt/Umbrella	70.00
	Carpet cleaning	55.00
	Acc Tool Set	25.00
	Happy Joe's Gift Certificate	60.00
	Movie Night Basket	50.00 30.00
	Digital Key Chain!	(Limit \$12,000 per year)
	Total:	\$ 1980.00

Intended uses of gaming proceeds: Purchase playground equipment, fund school carnival, help purchase library books, AV equipment & reading recovery

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

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

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$2,500 and the total cash prizes for a raffle cannot exceed \$4,000 in one day.
 The retail value of a merchandise prize cannot exceed \$6,000.
 The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.
 If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General

Signature of Organization's Top Executive Official 	Date 12/8/09	Title Member	Day time Phone Number 701-239-5810
--	------------------------	------------------------	--



Finance Office

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

A handwritten signature in black ink, appearing to be a stylized "S" or similar character, enclosed within a circular scribble.

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Agreement for Special Improvements Autumn Fields Addition (Matrix Properties)

DATE: December 2, 2009

Matrix Properties has requested municipal improvements in Autumn Fields Addition. Attached is the Agreement for Special Improvements relating to improvement district #5907. Matrix Properties has executed this agreement and will provide the necessary Letter of Credit.

Recommended Motion:

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

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this 23RD day of November, 2009, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Matrix Properties Corp, ND, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer, Asphalt Paving & Street Lights and Incidentals hereinafter "Utilities", in Autumn Fields Addition, hereinafter "Development";

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

WHEREAS, CITY will create Special Improvement District Number 5907 hereinafter "SID #5907", for the purpose of constructing said utilities; and

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

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

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

1. CITY agrees to create SID #5907 for purpose of constructing utilities in the development, to finance said utilities through its municipal bonding authority, and to levy special assessments against said property for the payment of the bonds sold to finance the utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the utilities, DEVELOPER agrees to furnish to CITY, cash or other security in an amount equal to 50% of the estimated costs for the construction of said utilities (as determined by CITY); said cash or other security to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of the terms and conditions of this agreement as hereinafter provided. The security, other than cash, which is furnished to CITY may be certificates of deposit, negotiable instruments, or a letter of credit, provided that the form and sufficiency thereof shall be subject to the approval of CITY, and CITY may, in its sole discretion, accept or reject the form of security which is offered by DEVELOPER.

3. DEVELOPER shall have the right to cancel this agreement at any time prior to the award of a contract for construction of the utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction

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

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

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

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

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

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

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

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

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

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

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

DEVELOPER *MATRIX Properties Corporation*
By *[Signature]*
Its *Vice President*

December 2, 2009



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

Re: Easement Agreements (Moorhead Public Service)
Improvement District #5803

Dear Commissioners:

Accompanying for the City Commission review and approval are (2) attached Easement Agreements (Transmission Line Relocation) with Moorhead Public Service (MPS) associated with Improvement District #5803.

RECOMMENDED MOTION:

Approve Easement Agreements with MPS for property located along 32nd Avenue South.

Please return signed originals.

Respectfully submitted,

Shawn G. Bullinger
Engineering Specialist

Attachments

C: Gary Stewart
Mark Bittner
Brenda Derrig

**EASEMENT AGREEMENT
(Transmission Line Relocation)**

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, hereinafter referred to as “Grantor,” for and in consideration of the sum of One and no/100s Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO MOORHEAD PUBLIC SERVICE**, a municipal utility of the City of Moorhead, Clay County, Minnesota, hereinafter referred to as “MPS” or “Grantee,” a permanent easement in that certain property hereinafter described.

RECITATIONS:

- A. Grantor is the sole owner in fee simple of real property located in the County of Cass and the State of North Dakota described as set forth in Exhibit “A” attached hereto and has the ability to grant this easement. The said property is pictorially represented on Exhibit “B” attached hereto and incorporated herein by reference. This will hereinafter be referred to as the “Subject Property” or “Easement Area”. Grantor represents that there are no liens, encumbrances, or easements on the Subject Property other than those of record.
- B. Grantor has agreed to provide a permanent easement for the Subject Property to MPS, its successors and assigns for the following purposes:
- For the installation, construction, repair, operation, maintenance, and upgrading of: above ground electrical transmission lines, transmission line supports and poles, cables, wires, insulators, fibers, controls, sensors, communication devices, switching equipment, and equipment, including, but not limited to, anchoring systems for utility supports and poles. The utility poles, supports, and anchoring systems will be located beneath, upon, and above the ground surface.
 - For the operation of the equipment and the transmission of electricity and/or communication lines, and/or any utility service provided by MPS and all equipment and functions related thereto.
 - For a right of ingress and egress onto the Subject Property for the purpose of surveying, engineering, constructing, operation, maintenance, repair, improvement, upgrading and replacement of the previously described equipment, systems and improved equipment for the same types of purposes.

- For the trimming, cutting and/or elimination of trees and shrubbery in excess of 15 feet in height within the Easement Area and for the topping or trimming, from time to time, of all weak, dead, leaning or dangerous trees or shrubs which could interfere with or strike the Transmission Line, poles or supports when falling.

These purposes will hereinafter collectively be referred to as the "Easement Purposes."

- C. Grantor is granting and conveying to Grantee an easement under, upon and across the Easement Area for the Easement Purposes. This grant and conveyance is on a permanent and perpetual basis.
- D. This Easement is being provided for good and adequate consideration, which may include, but is not limited to, the release by MPS of Transmission Line Easements it has or had over other Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, promises and agreements of the parties, the adequacy and sufficiency of which is hereby acknowledged by both parties, it is hereby agreed as follows:

1. Incorporation of Recitations. The Recitations set forth above are hereby incorporated in the body of this Easement.

2. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns, an Easement under, upon, and over the Subject Property for the Easement Purposes.

3. Right of Access. Included with the grant of the Easement, Grantor is granting and conveying to Grantee a right of ingress and egress to the Subject Property. This access is for Grantee, its employees, agents, contractors, subcontractors, engineers, inspectors, and insurers. This right of ingress and egress does not restrict the ability of Grantor to use and develop all portions of the Subject Property as it deems appropriate as long as the Subject Property is kept clear as provided herein and ingress and egress is provided to the Subject Property.

4. Obligation to Keep Clear. Grantor, its successors and assigns will be obligated to keep the Easement Area free and clear from the placement or location of buildings, and obstacles of any kind which may interfere with the construction, operation, maintenance, upgrading, and repair of installations made to serve the Easement Purposes. No structures may be constructed within the Easement Area. This does not prevent parking of motor vehicles or installing hard surfaces, turf, trees, shrubbery, other landscaping or signs that do not exceed the height limitations set out at Recitation B in or over the Easement Area, except as it relates to the location of the support and anchor structures for the Transmission Line.

5. Obligation to Repair. In the event damage is done to the surface of the Easement Area or any other portion of the Subject Property in the course of constructing, installing, maintaining, operating, upgrading and/or replacing items installed pursuant to fulfilling the Easement Purposes, Grantee or its successors and assigns, at their expense, will be obligated to refill any excavations; level the ground to its level prior to any excavation; and repair any damage to the Subject Property leaving it in substantially as good a condition as it was prior to the commencement of the work. To the extent prohibited items, such as buildings or unpermitted obstacles are located above the Easement Area, Grantee is not obligated to return those items to the same condition as prior to performing its work. If the Area was grass prior to the work being performed, the Area will be reseeded or sodded with the obligation to water and care for the seeded or sodded Area resting with the Grantor, its successors or assigns.

6. Reservations. Grantor retains the right to use the surface of the Easement Area and the subsurface of the Easement Area to the extent that such use is not inconsistent with Grantee's use thereof for Easement purposes; will not adversely affect Grantee's use of the Transmission Line(s) and related equipment to be constructed/reconstructed by Grantee for the Easement purposes; and is consistent with the terms of this Easement Agreement.

7. Damages to Grantor's Property. In the event of damage caused by Grantee to the Subject Property, including the Easement Area, during the course of construction, maintenance, upgrading, repair or replacement, Grantee will be obligated to reasonably repair the same or to pay reasonable damages for what Grantee had an obligation to repair but does not repair. Grantee has provided adequate consideration for the obtaining of the Easement. No additional consideration will be paid for this Easement or the use of this Easement.

8. Perpetual. The easement created hereby is perpetual.

9. Binding on Successors. The Easement created hereby will be binding upon the parties, their heirs, successors and assigns.

10. Easement Runs with the Land. The terms and covenants of this Easement will run with the Subject Property. It is further provided that the covenants and terms contained in the Agreement shall survive and remain effective regardless of whether any subsequent documents or other instruments hereafter executed convey or mortgage the Subject Property. This Easement Agreement may be terminated only by written document recorded with the Cass County Recorder executed by all those holding an ownership interest in the Subject Property and by MPS or its successor or assign.

11. Cumulative Rights. Every right, power, and remedy provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement. Nothing shall preclude a party hereto from the exercise of all of the rights, powers and remedies.

12. Quality of Work. All work performed by Grantee, its agents, successors, and assigns, related to restoration of the Subject Property shall be performed in a good and workmanlike manner and shall be done to allow restoration in a reasonable manner.

13. Execution of Additional Documents. The parties agree to execute such additional documents as may be necessary to carry out the intent as set forth in this Agreement and to accomplish the Easement Purposes set forth in this Agreement. This may include extensions or renewals of this Agreement as necessary to reflect the permanent and perpetual nature of this easement.

DATED this ____ day of _____, 2009.

GRANTOR:
THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By: _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

The terms of the foregoing grant of Easement are hereby accepted by Grantee.

DATED this ____ day of _____, 2009.

GRANTEE:
MOORHEAD PUBLIC SERVICE COMMISSION

By _____
Kenneth J. Norman, President

By _____
Les Bakke, Secretary

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared Dennis R. Walaker and Steven Sprague to me known to be the Mayor and City Auditor, respectively of THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, described in and who executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.

Notary Public

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared KENNETH J. NORMAN and LES BAKKE to me known to be the PRESIDENT and SECRETARY, respectively of the MOORHEAD PUBLIC SERVICE COMMISSION described in and who executed the within and foregoing instrument, and acknowledged to me that said commission executed the same.

Notary Public

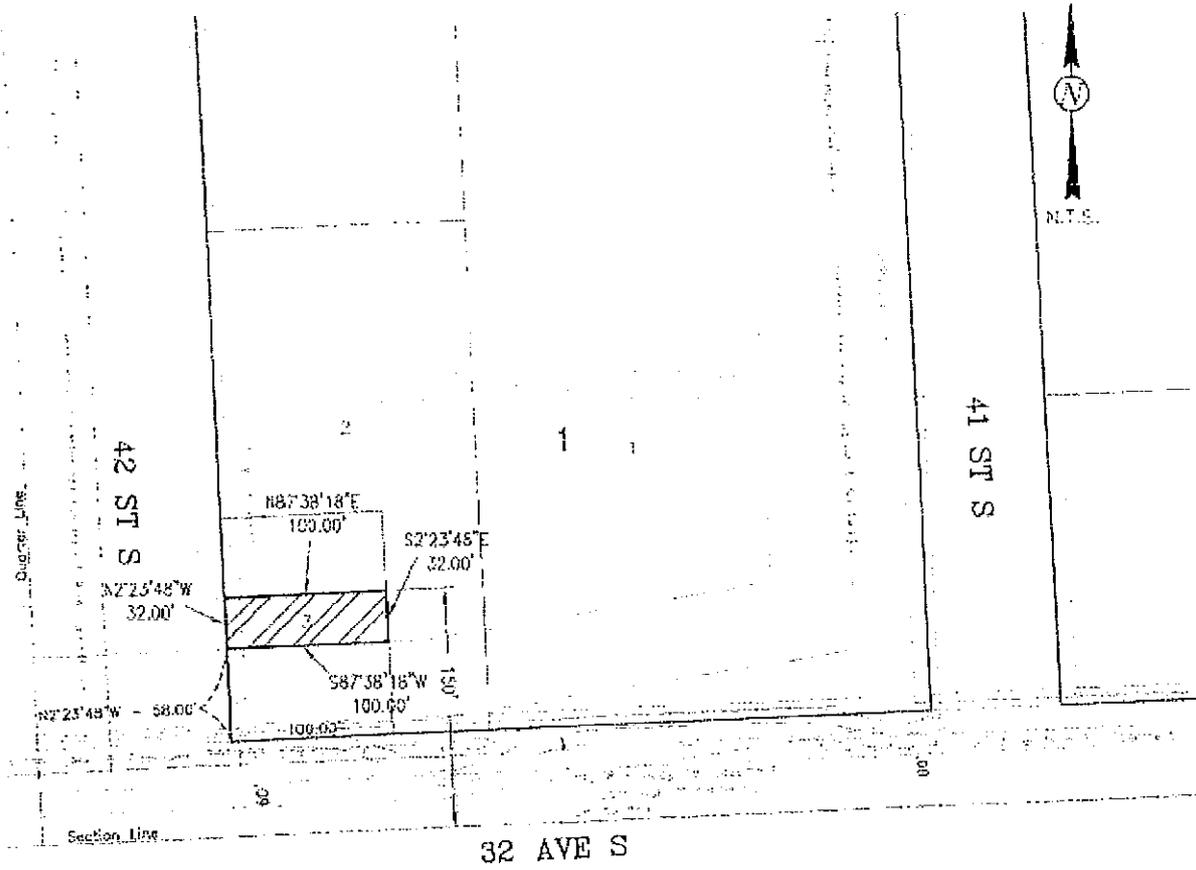
The legal description was prepared by:
Shawn Bullinger
Engineering Specialist
City of Fargo – Engineering Dept.
200 Third Street North
Fargo, ND 58102

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

Exhibit "A"

A tract of land located in Lot Three (3), Block One (1), Heidrich Addition, Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Southwest corner of said Lot Three (3); thence N 02°23'48" W along the West line of said Lot Three (3) a distance of Fifty-eight Feet (58.00') to a point on the Northerly line of an existing power line easement as recorded in Document No. 782795 in the Cass County Recorder's Office, said point being the point of beginning; thence continuing N 02°23'48" W along the West line of said Lot Three (3) a distance of Thirty-two Feet (32.00'); thence N 87°38'18" E, parallel with and offset One Hundred Fifty Feet (150.00') Northerly of the South line of said Section Twenty-two (22), for a distance of One Hundred Feet (100.00') to a point on the East line of said Lot Three (3); thence S 02°23'48" E along the East line of said Lot Three (3), a distance of Thirty-two Feet (32.00') to a point on the Northerly line of said existing power line easement; thence S 87°38'18" W along the Northerly line of said power line easement a distance of One Hundred Feet (100.00') to the point of beginning. Said tract contains 0.074 acres, more or less.

Exhibit "B"



Force: No. 5803-B-MHPS 

**EASEMENT AGREEMENT
(Transmission Line Relocation)**

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, hereinafter referred to as "Grantor," for and in consideration of the sum of One and no/100s Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO MOORHEAD PUBLIC SERVICE**, a municipal utility of the City of Moorhead, Clay County, Minnesota, hereinafter referred to as "MPS" or "Grantee," a permanent easement in that certain property hereinafter described.

RECITATIONS:

- A. Grantor is the sole owner in fee simple of real property located in the County of Cass and the State of North Dakota described as set forth in Exhibit "A" attached hereto and has the ability to grant this easement. The said property is pictorially represented on Exhibit "B" attached hereto and incorporated herein by reference. This will hereinafter be referred to as the "Subject Property" or "Easement Area". Grantor represents that there are no liens, encumbrances, or easements on the Subject Property other than those of record.
- B. Grantor has agreed to provide a permanent easement for the Subject Property to MPS, its successors and assigns for the following purposes:
- For the installation, construction, repair, operation, maintenance, and upgrading of: above ground electrical transmission lines, transmission line supports and poles, cables, wires, insulators, fibers, controls, sensors, communication devices, switching equipment, and equipment, including, but not limited to, anchoring systems for utility supports and poles. The utility poles, supports, and anchoring systems will be located beneath, upon, and above the ground surface.
 - For the operation of the equipment and the transmission of electricity and/or communication lines, and/or any utility service provided by MPS and all equipment and functions related thereto.
 - For a right of ingress and egress onto the Subject Property for the purpose of surveying, engineering, constructing, operation, maintenance, repair, improvement, upgrading and replacement of the previously described equipment, systems and improved equipment for the same types of purposes.

- For the trimming, cutting and/or elimination of trees and shrubbery in excess of 15 feet in height within the Easement Area and for the topping or trimming, from time to time, of all weak, dead, leaning or dangerous trees or shrubs which could interfere with or strike the Transmission Line, poles or supports when falling.

These purposes will hereinafter collectively be referred to as the “Easement Purposes.”

- C. Grantor is granting and conveying to Grantee an easement under, upon and across the Easement Area for the Easement Purposes. This grant and conveyance is on a permanent and perpetual basis.
- D. This Easement is being provided for good and adequate consideration, which may include, but is not limited to, the release by MPS of Transmission Line Easements it has or had over other Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, promises and agreements of the parties, the adequacy and sufficiency of which is hereby acknowledged by both parties, it is hereby agreed as follows:

1. Incorporation of Recitations. The Recitations set forth above are hereby incorporated in the body of this Easement.

2. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns, an Easement under, upon, and over the Subject Property for the Easement Purposes.

3. Right of Access. Included with the grant of the Easement, Grantor is granting and conveying to Grantee a right of ingress and egress to the Subject Property. This access is for Grantee, its employees, agents, contractors, subcontractors, engineers, inspectors, and insurers. This right of ingress and egress does not restrict the ability of Grantor to use and develop all portions of the Subject Property as it deems appropriate as long as the Subject Property is kept clear as provided herein and ingress and egress is provided to the Subject Property.

4. Obligation to Keep Clear. Grantor, its successors and assigns will be obligated to keep the Easement Area free and clear from the placement or location of buildings, and obstacles of any kind which may interfere with the construction, operation, maintenance, upgrading, and repair of installations made to serve the Easement Purposes. No structures may be constructed within the Easement Area. This does not prevent parking of motor vehicles or installing hard surfaces, turf, trees, shrubbery, other landscaping or signs that do not exceed the height limitations set out at Recitation B in or over the Easement Area, except as it relates to the location of the support and anchor structures for the Transmission Line.

5. Obligation to Repair. In the event damage is done to the surface of the Easement Area or any other portion of the Subject Property in the course of constructing, installing, maintaining, operating, upgrading and/or replacing items installed pursuant to fulfilling the Easement Purposes, Grantee or its successors and assigns, at their expense, will be obligated to refill any excavations; level the ground to its level prior to any excavation; and repair any damage to the Subject Property leaving it in substantially as good a condition as it was prior to the commencement of the work. To the extent prohibited items, such as buildings or unpermitted obstacles are located above the Easement Area, Grantee is not obligated to return those items to the same condition as prior to performing its work. If the Area was grass prior to the work being performed, the Area will be reseeded or sodded with the obligation to water and care for the seeded or sodded Area resting with the Grantor, its successors or assigns.

6. Reservations. Grantor retains the right to use the surface of the Easement Area and the subsurface of the Easement Area to the extent that such use is not inconsistent with Grantee's use thereof for Easement purposes; will not adversely affect Grantee's use of the Transmission Line(s) and related equipment to be constructed/reconstructed by Grantee for the Easement purposes; and is consistent with the terms of this Easement Agreement.

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8. Perpetual. The easement created hereby is perpetual.

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11. Cumulative Rights. Every right, power, and remedy provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement. Nothing shall preclude a party hereto from the exercise of all of the rights, powers and remedies.

12. Quality of Work. All work performed by Grantee, its agents, successors, and assigns, related to restoration of the Subject Property shall be performed in a good and workmanlike manner and shall be done to allow restoration in a reasonable manner.

13. Execution of Additional Documents. The parties agree to execute such additional documents as may be necessary to carry out the intent as set forth in this Agreement and to accomplish the Easement Purposes set forth in this Agreement. This may include extensions or renewals of this Agreement as necessary to reflect the permanent and perpetual nature of this easement.

DATED this ____ day of _____, 2009.

GRANTOR:
THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By: _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

The terms of the foregoing grant of Easement are hereby accepted by Grantee.

DATED this _____ day of _____, 2009.

GRANTEE:
MOORHEAD PUBLIC SERVICE COMMISSION

By _____
Kenneth J. Norman, President

By _____
Les Bakke, Secretary

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared Dennis R. Walaker and Steven Sprague to me known to be the Mayor and City Auditor, respectively of THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, described in and who executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.

Notary Public

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared KENNETH J. NORMAN and LES BAKKE to me known to be the PRESIDENT and SECRETARY, respectively of the MOORHEAD PUBLIC SERVICE COMMISSION described in and who executed the within and foregoing instrument, and acknowledged to me that said commission executed the same.

Notary Public

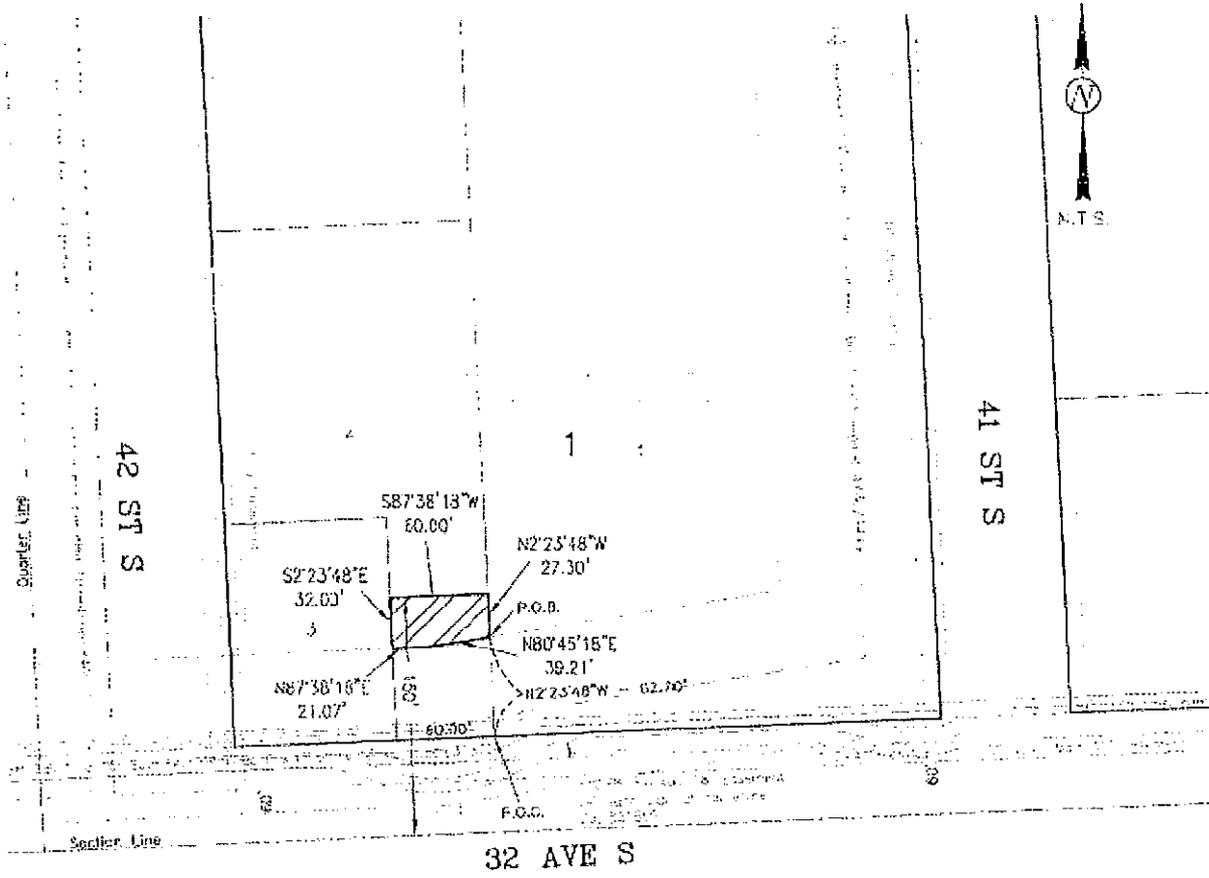
The legal description was prepared by:
Shawn Bullinger
Engineering Specialist
City of Fargo – Engineering Dept.
200 Third Street North
Fargo, ND 58102

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

Exhibit "A"

A tract of land located in Lot Two (2), Block One (1), Heidrich Addition, Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Southeast corner of said Lot Two (2); thence N 02°23'48" W along the East line of said Lot Two (2) a distance of Sixty-two and Seventy Hundredths (62.70') to a point on the Northerly line of an existing power line easement as recorded in Document No. 782795 in the Cass County Recorder's Office, said point being the point of beginning; thence continuing N 02°23'48" W along the East line of said Lot Two (2) a distance of Twenty-seven and Thirty Hundredths Feet (27.30'); thence S 87°38'18" W, parallel with and offset One Hundred Fifty Feet (150.00') Northerly of the South line of said Section Twenty-two (22), for a distance of Sixty Feet (60.00') to a point on the West line of said Lot Two (2); thence S 02°23'48" E along the West line of said Lot Two (2) a distance of Thirty-two Feet (32.00'); thence N 87°38'18" E along the Northerly line of said power line easement a distance of Twenty-one and Seven Hundredths Feet (21.07'); thence N 80°45'18" E along the Northerly line of said power line easement a distance of Thirty-nine and Twenty-one Hundredths Feet (39.21') to the point of beginning. Said tract contains 0.042 acres, more or less.

Exhibit "B"



Parcel No. 5803-7-M4PS 

November 27, 2009

Q

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

Dear Commissioners:

Enclosed for City Commission review and approval please find (1) Declaration Concerning Dedication document of City property, as described on said enclosed document, the dedication of property described there in for utility purposes needed in association with improvement district #5700.

(1) Declaration Concerning Dedication

RECOMMENDED MOTION:

Approve execution of enclosed Declaration Concerning Dedication in association with improvement district #5700.

Please return signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Engineering Specialist

C: Cody Eilertson
Mark Bittner

DECLARATION CONCERNING DEDICATION

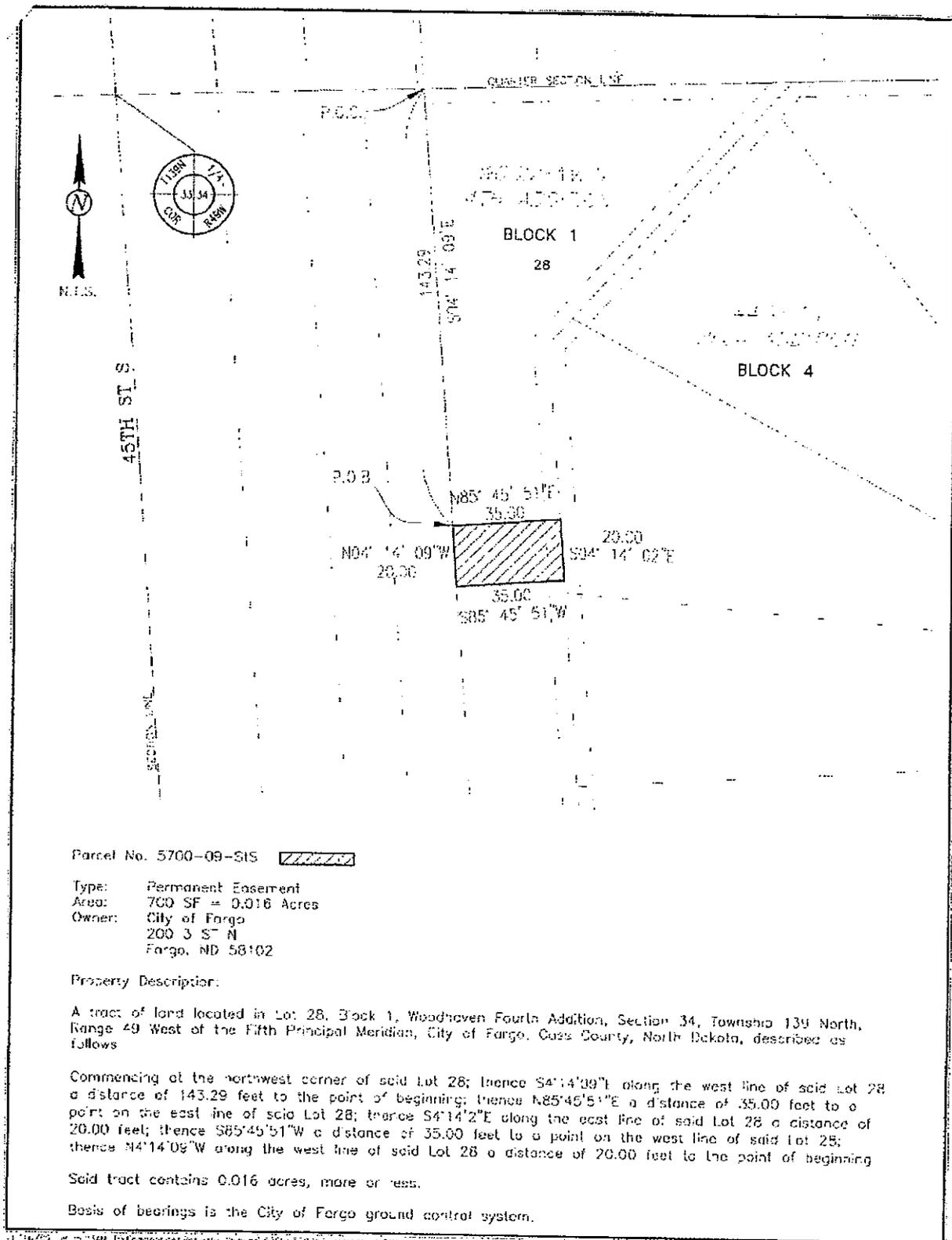
The City of Fargo, North Dakota, a municipal corporation, being the owner of the real estate described hereinafter does hereby declare a dedication of such property for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances for the 45th Street South Improvement Project (Parcel No. 5700-09-StS) and dedicates the same for a permanent easement in connection with said Project.

Said property is described as a tract of land located in Lot 28, Woodhaven Fourth Addition in the City of Fargo, Cass County, North Dakota, Described as follows:

A tract of land located in Lot Twenty-eight (28), Block One (1), Woodhaven Fourth Addition, Section Thirty-four (34), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Northwest corner of said Lot Twenty-eight (28); thence S 04°14'09" E along the West line of said Lot Twenty-eight (28) a distance of One Hundred Forty-three and Twenty-nine Hundredths Feet (143.29') to the point of beginning; thence N 85°45'51" E a distance of Thirty-five Feet (35.00') to a point on the East line of said Lot Twenty-eight (28); thence S 04°14'02" E along the East line of said Lot Twenty-eight (28) a distance of Twenty Feet (20.00'); thence S 85°45'51" W a distance of Thirty-five Feet (35.00') to a point on the West line of said Lot Twenty-eight (28); thence N 04°14'09" W along the West line of said Lot Twenty-eight (28) a distance of Twenty Feet (20.00') to the point of beginning. Said tract contains 0.016 acres, more or less.

The property address of said property is _____, Fargo, ND, 58103 and the mailing address is City of Fargo, 200 Third Street North, Fargo, ND 58102.

Exhibit "A"





ENGINEERING DEPARTMENT

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

December 2, 2009

A handwritten letter 'r' enclosed in a hand-drawn circle.

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

Dear Commissioners:

Enclosed for City Commission review and approval please find (4) Declaration Concerning Dedication documents of City property, as described on said enclosed documents, the dedication of properties described therein is for street and/or utility purposes needed in association with Improvement District #5803.

RECOMMENDED MOTION:

Approve execution of enclosed Declaration Concerning Dedication documents in association with Improvement District #5803.

Please return signed originals.

Respectfully submitted,

A handwritten signature in cursive script that reads "Shawn G. Bullinger".

Shawn G. Bullinger
Engineering Specialist

Attachments

C: Brenda Derrig
Mark Bittner
Gary Stewart

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

DECLARATION CONCERNING DEDICATION

The City of Fargo, North Dakota, a municipal corporation, being the owner of the real estate described hereinafter does hereby declare a dedication of such property for a permanent public utility easement.

Said property is described as a tract of land located in the Heidrich Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A tract of land located in Lot Two (2), Block One (1), Heidrich Addition, Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: The North Ten Feet (10.00') of the South Twenty-five Feet (25.00') of said Lot Two (2), as measured perpendicular to the South line of said Lot Two (2). Said tract contains 0.014 acres, more or less.

The said property is pictorially represented on an exhibit attached hereto marked as Exhibit "A" and incorporated herein by reference.

DATED this _____ day of _____, 2009.

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

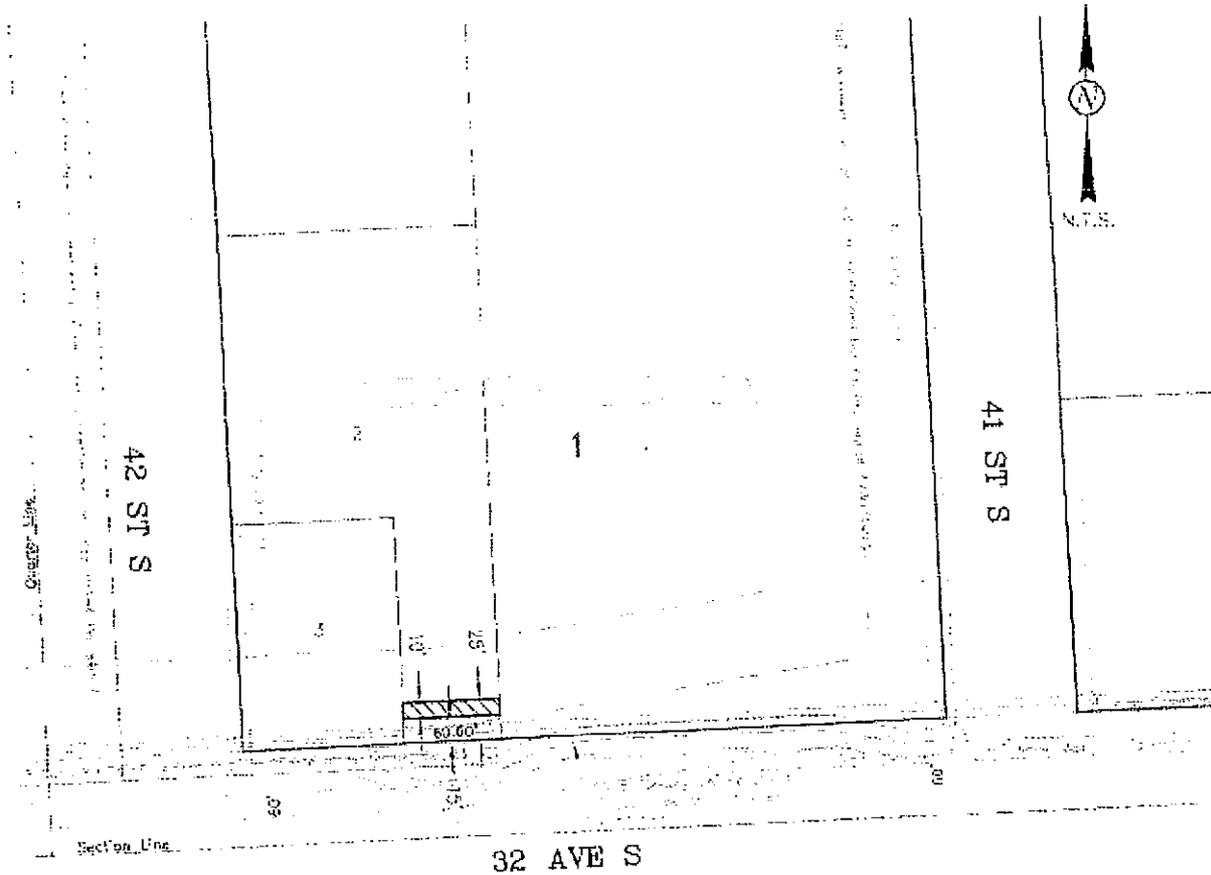
Steven Sprague, City Auditor

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared Dennis R. Walaker and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of The City of Fargo, Cass County, North Dakota, a municipal corporation, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public

Exhibit "A"



Parcel No. 5803-7-Util 

The legal description was prepared by:
Shawn Bullinger, Engineering Specialist
City of Fargo – Engineering Dept.
200 Third Street North
Fargo, ND 58102
(701) 476-6796

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

DECLARATION CONCERNING DEDICATION

The City of Fargo, North Dakota, a municipal corporation, being the owner of the real estate described hereinafter does hereby declare a dedication of such property for permanent streets and public utilities easement.

Said property is described as a tract of land located in Heidrich Addition, City of Fargo, Cass County, North Dakota, described as follows:

A tract of land located in Lot Two (2), Block One (1), Heidrich Addition, Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: The South Fifteen Feet (15.00') of said Lot Two (2), as measured perpendicular to the South line of said Lot Two (2). Said tract contains 0.021 acres, more or less.

The said property is pictorially represented on an exhibit attached hereto marked as Exhibit "A" and incorporated herein by reference.

DATED this _____ day of _____, 2009.

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared Dennis R. Walaker and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of The City of Fargo, Cass County, North Dakota, a municipal corporation, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.

Notary Public

Exhibit "A"



Parcel No. 5803-7-R/W [Symbol]

The legal description was prepared by:
Shawn Bullinger, Engineering Specialist
City of Fargo – Engineering Dept.
200 Third Street North
Fargo, ND 58102
(701) 476-6796

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

DECLARATION CONCERNING DEDICATION

The City of Fargo, North Dakota, a municipal corporation, being the owner of the real estate described hereinafter does hereby declare a dedication of such property for a permanent public utility easement.

Said property is described as a tract of land located in the Heidrich Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A tract of land located in Lot Three (3), Block One (1), Heidrich Addition, Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: The North Ten Feet (10.00') of the South Twenty-five Feet (25.00') of said Lot Three (3), as measured perpendicular to the South line of said Lot Three (3). Said tract contains 0.023 acres, more or less.

The said property is pictorially represented on an exhibit attached hereto marked as Exhibit "A" and incorporated herein by reference.

DATED this _____ day of _____, 2009.

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

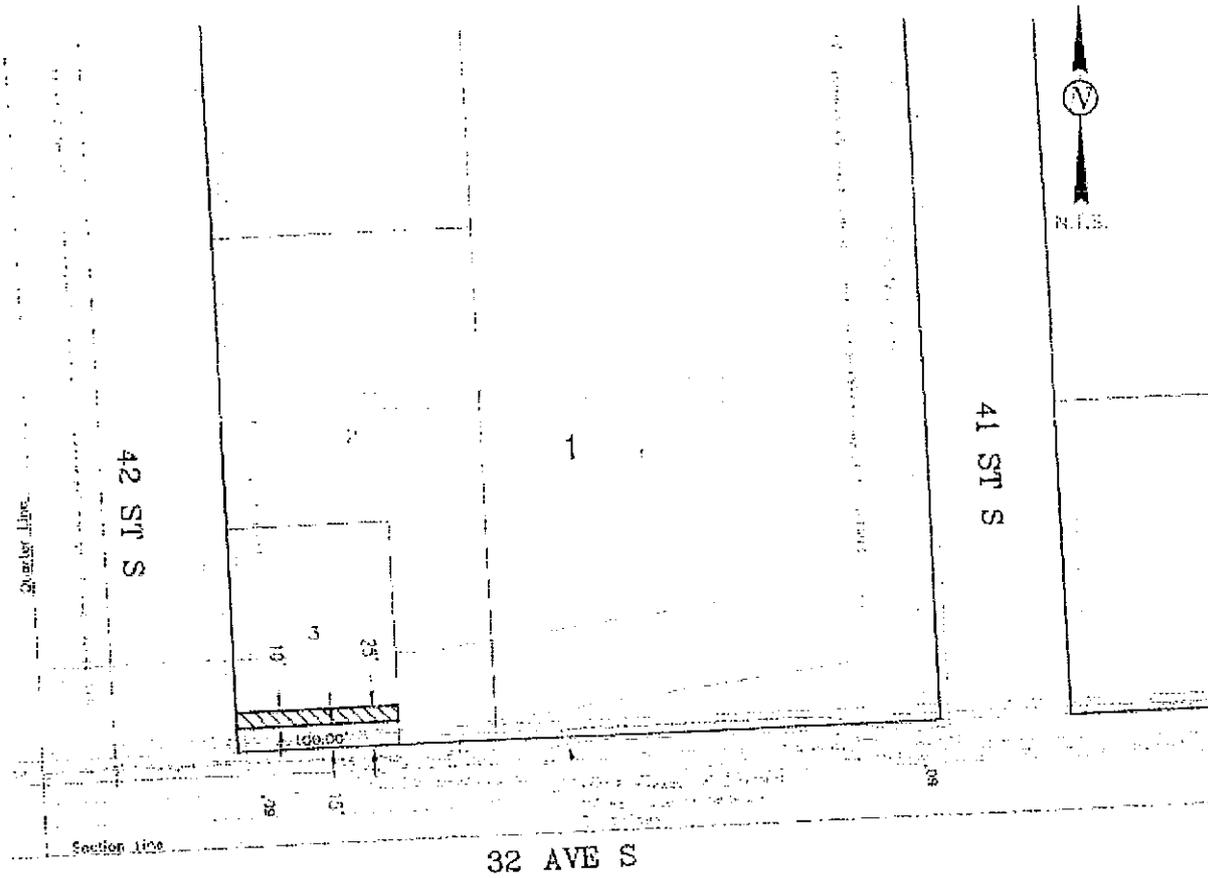
Steven Sprague, City Auditor

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared Dennis R. Walaker and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of The City of Fargo, Cass County, North Dakota, a municipal corporation, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public

Exhibit "A"



Parcel No. 5803-8-001



The legal description was prepared by:
Shawn Bullinger, Engineering Specialist
City of Fargo – Engineering Dept.
200 Third Street North
Fargo, ND 58102
(701) 476-6796

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

DECLARATION CONCERNING DEDICATION

The City of Fargo, North Dakota, a municipal corporation, being the owner of the real estate described hereinafter does hereby declare a dedication of such property for permanent streets and public utilities easement.

Said property is described as a tract of land located in Heidrich Addition, City of Fargo, Cass County, North Dakota, described as follows:

A tract of land located in Lot Three (3), Block One (1), Heidrich Addition, Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: The South Fifteen Feet (15.00') of said Lot Three (3), as measured perpendicular to the South line of said Lot Three (3). Said tract contains 0.034 acres, more or less.

The said property is pictorially represented on an exhibit attached hereto marked as Exhibit "A" and incorporated herein by reference.

DATED this _____ day of _____, 2009.

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

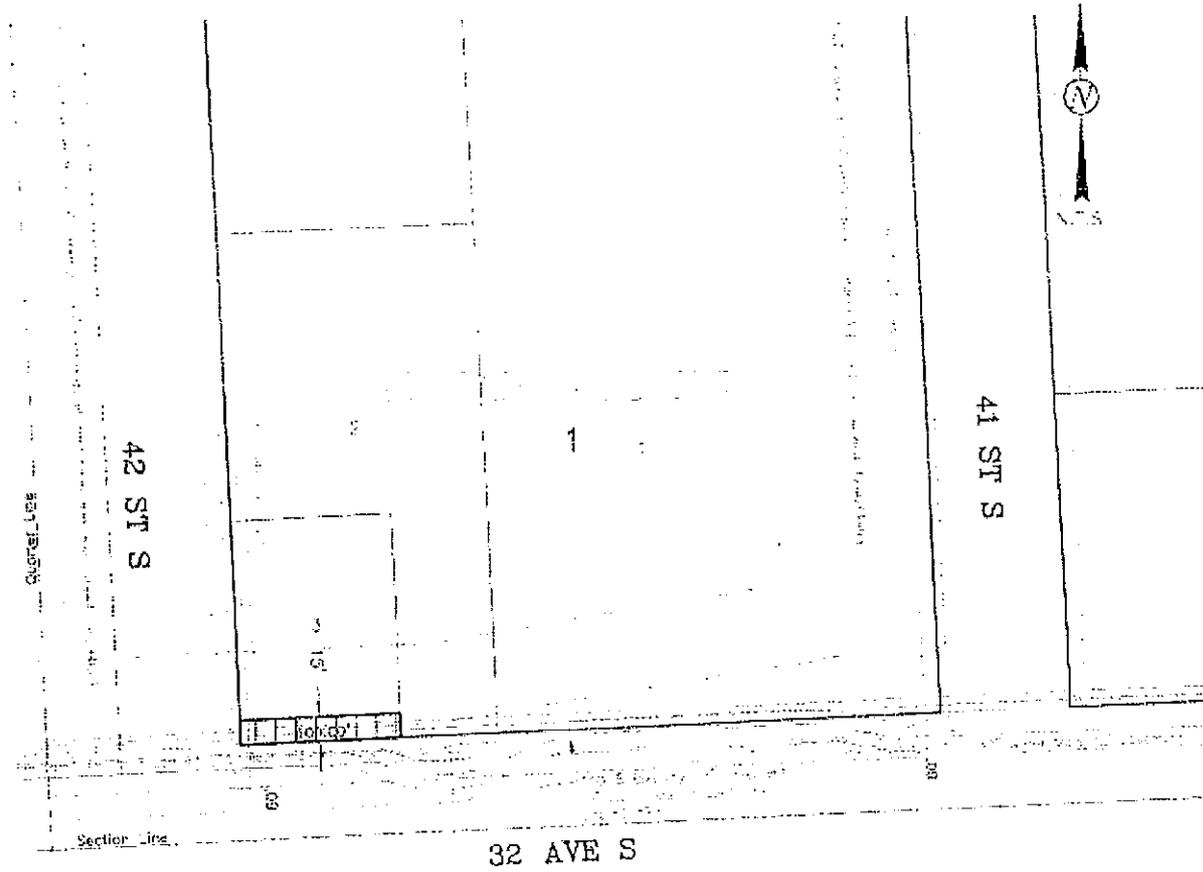
Steven Sprague, City Auditor

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

On this ____ day of _____, 2009, before me, a notary public in and for said county and state, personally appeared Dennis R. Walaker and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of The City of Fargo, Cass County, North Dakota, a municipal corporation, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.

Notary Public

Exhibit "A"



Parcel No. 5803-8-R/W 

The legal description was prepared by:
Shawn Bullinger, Engineering Specialist
City of Fargo – Engineering Dept.
200 Third Street North
Fargo, ND 58102
(701) 476-6796

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

5

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5683-05 Type: Engineering Services Contract Amendment No. 2

Location: FM Metro Flood Control Feasibility Study Date of Hearing: 12/8/09

Routing Date
City Commission 12/14/09
PWPEC File X
Project File April Walker
Petitioners
David W. Johnson

Accompanying is a contract amendment for additional engineering services associated with the FM Metro flood control structure. All local engineering costs will be credited as part of the local cost share.

On a motion by Steve Sprague, seconded by Al Weigel, the Committee voted to recommend approval of the amendment.

RECOMMENDED MOTION

Approve contract amendment in the amount of \$429,000 for the FM Metro Flood Study Project No. 5683-05.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Table with 2 columns: Yes, No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, 50% escrow deposit required.

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Lists committee members: Pat Zavoral, Jim Gilmour, Bruce Hoover, Mark Bittner, Bruce Grubb, Al Weigel, Steve Sprague.

ATTEST:

Signature of Mark H. Bittner, City Engineer

C: Bev Martinson

**AMENDMENT NO. 2
CITY OF FARGO
ENGINEERING SERVICES AGREEMENT**

Project Name: Fargo-Moorhead Metropolitan Feasibility Study
Feasibility Alternatives and Report Documentation – Diversion Alternatives

Scope of Work

Add the following:

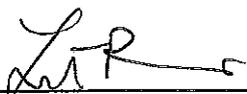
The city desires to have the engineer continue with the development of the Fargo-Moorhead Metropolitan Feasibility Study, Diversion Alternatives. Additional engineering services are generally related to hydrologic, hydraulic, structural, and civil work on six diversion alternatives using updated hydrology as more completely outlined on the attached Scope of Work.

Compensation

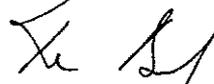
Amend the following:

- A. The City will pay the Engineer as follows:
The fees associated with completing this amendment shall be as per the attached proposal. The estimated cost Amendment No. 2 is \$429,000.

IN WITNESS WHEREOF, this amendment to a contract dated the 15th day of June, 2009 has been executed this ___ day of _____, 2009.

WITNESS: 

MOORE ENGINEERING INC.

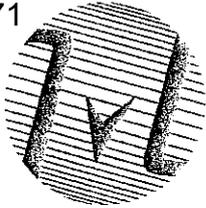

Kevin Bucholz/PE

WITNESS: _____

CITY OF FARGO

By _____
Dennis R. Walaker, Mayor

Approved _____
City Attorney



moore engineering, inc.

Consulting Engineering • Land Surveying

925 10th Avenue East • West Fargo, North Dakota 58078

Phone: 701-282-4692 • Fax: 701-282-4530

**Fargo-Moorhead Metropolitan Feasibility Study
Diversion Channel Alternatives and Report Documentation
Engineering Contract Amendment No. 2
Fargo, North Dakota**

This proposal is an amendment to the contract for the Fargo-Moorhead Metropolitan Feasibility Study between the City of Fargo and Moore Engineering, Inc. that is intended to complete hydraulic design and cost estimating of six diversion channel alternatives, four in Minnesota and two in North Dakota. The following items will be completed by the project team.

1. **Analysis of Alternate MN Short Alignment and Tie-back levee Alignments:** This item includes a preliminary hydraulic design of an alternate south channel alignment for the MN Short diversion along with very cursory earthwork calculations to determine impacts to costs.
2. **Hydraulic Design of Six Diversion Alternatives:** This item includes hydraulic design of six diversion alternatives including four in Minnesota (MN Short 20,000, 25,000, 30,000, and 35,000 cfs) and two in North Dakota (ND East 30,000 and 35,000 cfs). This design will incorporate the updated hydrology provided by the Corps and will follow the diversion alignments analyzed previously. This analysis will include optimizing channel configurations and creating water surface elevations for all events outlined in the original scope of work.
3. **Project Communication and Meetings:** This item includes participation in various project meetings with the Cities, the Corps, and the various interested agencies.
4. **Report Writing and Documentation:** This task involves documentation of the study results and writing the project report in the format outlined in the original project scope of work.
5. **Project Drawings and Earthwork:** This item involves the creation of project drawings using Microstation Inroads as outlined in the original project scope of work. This item also includes calculation of various earthwork and right of way quantities to be used for cost estimating.
6. **Structures:** This item includes preliminary design and cost estimating of all structures except the Red River control structure and the hydraulic structures on the North Dakota Tributaries. This work will be done in accordance with Attachment C of the original project scope of work.
7. **Drafting and CADD Requirements:** This task includes preparing and submitting final drawings and documentation for submittal in accordance with the original project scope of work.

8. **Project Management and Coordination:** This item includes project team meetings, project management, and coordination of the various project tasks. Several project team meetings will be held during the project involving representatives from all team firms.
9. **Minnesota Alternative Considerations:** This task includes a review of project features in Minnesota related to local concerns. Specific items include local drainage considerations and footprint impacts.
10. **Tributary Structure Velocities:** This item includes providing additional information and communication at the request of the agencies regarding velocities through the tributary structures following the August 31 submittal.
11. **Hydraulic Structures and Cost Estimating:** This item includes hydraulic design of the Red River Control Structure for six alternatives as well as tributary hydraulic structures for two North Dakota alternatives. All control structures will be designed for the various hydraulic conditions likely to be encountered including considerations for fish passage. The Red River Control Structure design will also include consideration for navigation during normal river stages. This item also includes creating detailed cost estimates in accordance to the original project scope for six diversion alternatives.

The work outlined above will be completed for final submission by December 31, 2009 and will generally follow the format outlined in the original scope of work provided by the Army Corps of Engineers. The final submittal will be in the same format as the September 1 submittal. The total cost for the work outlined above is estimated to be \$429,000. A more detailed cost breakdown is attached.

**Fargo-Moorhead Metropolitan Feasibility Study
In-Kind Services for City of Fargo, North Dakota
Diversion Channel Alternatives and Report Documentation**

Study Tasks - Contract Amendment 2

	Principal Eng	Project Manager	Professional Engineer	Design Engineer	Graduate Engineer	CADD/GIS	Clerical	
Item No. 1 Analysis of Alternate MN Short Alignment (76th Ave) and Tie-back Levee Alignments								
Cut cross sections for alternate alignment			1		2	2		Tasks to be completed by Moore Engineering
Review of earthwork quantities for alternate diversion alignment	2	8	12		30	6		
Review of impacts to WSEL and approximate costs		4	12		4			
Document findings of cursory review including short write-up		4	4			2		
Subtotal	2.0	16.0	29.0	0.0	36.0	10.0	0.0	
Labor Rates	\$135	\$125	\$105	\$80	\$80	\$75	\$50	
Subtotals	\$270	\$2,000	\$3,045	\$0	\$2,880	\$750	\$0	
Estimated Labor Total - Item No. 1	\$8,945							

Item No. 2 Hydraulic Design of Six Diversion Alternatives (MN Short 20K, 25K, 30K, 35K and ND East 30K and 35K cfs)									
<i>One Capacity</i>									
Review data available including COE Existing Conditions WSEL's		2	1		1			Tasks to be completed by Moore Engineering	
Develop spreadsheet for Initial HEC-RAS Discharges (See Tables B-8, B-9 and B-10 in Aug31 Report)			4		6				
Set Boundary Conditions/Parameters for diversion design.			4		2				
Optimize channel bottom width		4	4		6				
Run HEC-RAS for 500-YR Conditions (Resize Weir Adjust Gate Openings & Gate Settings for 500-yr Event)		2	2		6				
Generate Figures and Tables for results			4		3	1			
Review & Evaluate Design with new Phase 2 Hydrology		1	2						
<i>RAS4Economics (First Approach)</i>									
a) Run 5 additional events for high flow (Readjust Weir, Adjust Gate Openings & Gate to Match HW for each of the events)		6	16	8	20				
Generate Figures and Tables for results			4		4				
b) Run 7 additional events for low flow (Readjust Weir, Adjust Gate Openings & Gate to Match HW for each of the events)		2	4	4	4				
Generate Figures and Tables for results		1	1			2			
Insert final structures into RAS model		1	2	2	2				
c) Review & Evaluate Results		2	4						
Subtotal	10	115	240	70	270	15	0.0		
Labor Rates	\$135	\$125	\$105	\$90	\$80	\$75	\$50		
Subtotals	\$1,620	\$17,250	\$30,240	\$7,560	\$25,920	\$1,350	\$0		
Estimated Labor Total - Item No. 2	\$83,940								

Item No. 3 Project Communication and Meetings								
Bi-weekly conference calls	2.0	16.0						Tasks to be completed by Moore
Project meetings - Environmental/Agency	20.0	60.0	20.0					
Other project meetings and communications with City and Corps	40.0	60.0	20.0					
Subtotal	62.0	136.0	40.0	0.0	0.0	0.0	0.0	
Labor Rates	\$135	\$125	\$105	\$90	\$90	\$75	\$50	
Subtotals	\$8,370	\$17,000	\$4,200	\$0	\$0	\$0	\$0	
Estimated Labor Total - Item No. 3	\$29,670							

Item No. 4 Report Writing and Documentation								
Compile Data for Hydraulic Design Appendix		4	6		4			Tasks to be completed by Moore Engineering
Write Hydraulic Design Appendix	2	8	24		4			
Compile basemaps, documentation and HEC-RAS input/output			4		8	12		
Write Alternatives Report	2	10	4		4		10	
Subtotal	4.0	22.0	38.0	0.0	20.0	12.0	10.0	
Labor Rates	\$135	\$125	\$105	\$90	\$80	\$75	\$50	
Subtotals	\$540	\$2,750	\$3,990	\$0	\$1,600	\$900	\$500	
Estimated Labor Total - Item No. 4	\$10,280							

Item No. 5 Project Drawings and Earthwork								
Plan View Drawings		30		50		120		Tasks to be completed by Kadmas Lee & Jackson
Quantities		16		30		30		
Contractor Limits (Includes ROW)		20		30		30		
Subtotal	0.0	66.0	0.0	110.0	0.0	180.0	0.0	
Labor Rates	\$135	\$125	\$105	\$90	\$80	\$75	\$60	
Subtotals	\$0	\$8,250	\$0	\$9,900	\$0	\$13,500	\$0	
Estimated Labor Total - Item No. 5	\$31,650							

Item No. 6 Structures								
Roadway Bridges		15	80			48		Tasks to be completed by Kadmas Lee & Jackson
Rail Bridges		8	32			8		
QA Review - Hydraulic Structures		16	40			8		
Structural Appendix Report		4	20			8		
Quantities		4	20			4		
Subtotal	0.0	48.0	192.0	0.0	0.0	76.0	0.0	
Labor Rates	\$135	\$125	\$105	\$90	\$80	\$75	\$50	
Subtotals	\$0	\$5,000	\$20,160	\$0	\$0	\$5,700	\$0	
Estimated Labor Total - Item No. 6	\$31,860							

Item No. 7 Drafting and CADD Requirements								
Delivery Media and Format (Prep for Submittals)						20		Tasks to be completed by Kadmas Lee & Jackson
Drawing Development Documentation						20		
Hard Copy Transmittals						10		
Subtotal	0.0	0.0	0.0	0.0	0.0	50.0	0.0	
Labor Rates	\$135	\$125	\$105	\$90	\$80	\$75	\$50	
Subtotals	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	
Estimated Labor Total - Item No. 7	\$3,750							

Item No. 8 Project Management and Coordination

Design Team Meetings		30.0							Tasks to be completed by Moore, Houston, and KL&J
Design Team Meetings	10.0	50.0							
Design Team Meetings		40.0							
Subtotal	10.0	120.0	0.0	0.0	0.0	0.0	0.0	0.0	
Labor Rates	\$135	\$125	\$105	\$90	\$80	\$75	\$50	\$0	
	\$1,350	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	
Estimated Labor Total - Item No. 8		\$16,350							

Item No. 9 Minnesota Alternative Considerations

Fish passage consultation and review.		40							Tasks to be completed by Houston Engineering
Review and consultation of Minnesota alternatives		80							
Subtotal	0.0	120.0	0.0	0.0	0.0	0.0	0.0	0.0	
Labor Rates	\$135	\$125	\$105	\$90	\$80	\$75	\$50	\$0	
	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	
Estimated Labor Total - Item No. 9		\$15,000							

Item No. 10 Tributary Structure Velocities

Memos and conference calls regarding tributary velocity including October 29 Agency Meeting.									Task to be completed by Barr Engineering
Total Estimated Cost	\$13,503.00								
Estimated Labor Total - Item No. 10		\$13,503							

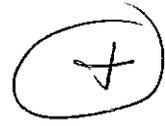
Item No. 11 Hydraulic Structures and Cost Estimating

Hydraulic and civil design of Red River control structure for six diversion alternatives including features to address fish passage.									Task to be completed by Barr Engineering
Hydraulic and civil design of hydraulic structures on five tributaries for two alternatives including features to address fish passage.									
Cost estimates using MII for six alternatives.									
Conference calls and meetings with City, Agencies, and Corps.									
Total Estimated	\$170,000.00								
Estimated Labor Total - Item No. 11		\$170,000							

Estimated Labor Total - All Items \$414,848

Equipment and Reimbursables \$14,152

Estimated Total \$429,000



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5902

Type: Engineering Services
Contract Amendment

Location: 8th Avenue South Extended
Oak Street to North River Road

Date of Hearing: 12/08/09

Routing	Date
City Commission	12/14/09
PWPEC File	X
Project File	April Walker
Petitioners	
David W. Johnson	

The Committee reviewed the engineering services contract amendment for bidding, construction administration, field inspection, survey/staking, quality control testing and project closeout related to flood protection construction along the north side of the Elm Terrace Condominiums.

On a motion by Mark Bittner, seconded by Jim Gilmour, the Committee voted to recommend approval of the amendment.

RECOMMENDED MOTION

Approve Engineering Services Contract Amendment with Houston Engineering in the amount \$84,360.71.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
50% escrow deposit required

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

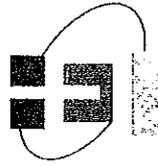
Pat Zavoral, City Administrator
Jim Gilmour, Planning Director
Bruce Hoover, Fire Chief
Mark Bittner, City Engineer
Bruce Grubb, Enterprise Director
Al Weigel, Director of Operations
Steve Sprague, City Auditor

Present	Yes	No	Unanimous
			X
X	X		
X	X		
X	X		
X	X		
X	X		

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND CONTRACT AMENDMENT

Project: City of Fargo
Proposal for Emergency Levee to Permanent Flood Control Levee Evaluation
Oak Grove/Mickelson Field Areas
HE Project No. 6059-011 - Phase 4

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Mark Bittner, City Engineer

Location of Project: Fargo, North Dakota

Description of Work: This contract amendment is to provide Construction Engineering Services as listed on Attachment No. 1. These services are termed as "Phase 3" since Phase 1 and 2, Conceptual and Final Design, respectively, have already been completed.

Fee: The total fee for the Phase 3 work is \$84,360.71. This includes approximately \$28,000 for Geotechnical Testing and Monitoring that will primarily be completed by Braun Intertec, Inc. (Attachment No. 2).

Additional work beyond the scope of this proposal will be billed at our current hourly rates.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.
Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a



Attn: Mark Bittner
Page 2
December 10, 2009

person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:
Client: City of Fargo

Proposal: Houston Engineering, Inc.

Signature: _____
Dennis R. Walaker
Title: Mayor
Date: 12/14/09

Signature: Jerry Bents
Title: Principal / Project Manager
Date: 12/10/2009



Houston Engineering Inc.

Client: **City of Fargo, ND**

Project Name: **Cost Proposal for Services Associated with Phase 3 Oak Grove/Mickelson Field Dike - Construction Engineering**

Date: **9/16/2009****1. Bidding/Award/Preconstruction Conference**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Engineer II	hr	8	\$126.00	\$1,008.00
Engineer III	hr	12	\$111.00	\$1,332.00
Engineer V	hr	4	\$79.00	\$316.00
Clerical I	hr	4	\$55.00	\$220.00
Total Task =				\$2,876.00

2. Construction Administration

	<u>Unit</u>	<u>Quantity</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>
Engineer II	hr	8	\$126.00	\$1,008.00
Engineer III	hr	40	\$111.00	\$4,440.00
Engineer V	hr	20	\$79.00	\$1,580.00
Clerical I	hr	8	\$55.00	\$440.00
Total Task =				\$7,468.00

3. Inspection (based on 12-14 weeks of part time inspection)

	<u>Unit</u>	<u>Quantity</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>
Engineer III	hr	20	\$111.00	\$2,220.00
Engineer V	hr	420	\$79.00	\$33,180.00
Vehicle (cars/2-wd)	mi	1000	\$0.55	\$550.00
Other	ea	1	\$100.00	\$100.00
Total Task =				\$36,050.00

4. Construction Staking

	<u>Unit</u>	<u>Quantity</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>
Engineer III	hr	4	\$111.00	\$444.00
Survey 2-man	hr	25	\$120.00	\$3,000.00
GPS Equipment	hr/unit	20	\$25.00	\$500.00
Vehicle (suburbans/4-wd)	mi	160	\$0.75	\$120.00
Other	ea	1	\$100.00	\$100.00
Total Task =				\$3,720.00

5. Geotechnical Testing and Monitoring

	<u>Unit</u>	<u>Quantity</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>
Geotech Fees (Braun Intertec)	ls	1	\$28,000.00	\$28,000.00
Total Task =				\$28,000.00

5. Project Closeout

	<u>Unit</u>	<u>Quantity</u>	<u>Rate (\$)</u>	<u>Cost (\$)</u>
Project Closeout	ls	1	\$5,000.00	\$5,000.00
Total Task =				\$5,000.00

Oak Grove/Mickelson Field Dike - Construction \$84,360.71

Authorization for Services

**BRAUN INTERTEC IS AUTHORIZED TO PROCEED
 ACCORDING TO THE TERMS STATED HEREIN.**

PROJECT DATA

CLIENT INFORMATION & TERMS

CLIENT:

Contact phone: _____ Fax: _____

Houston Engineering, Inc.
 ACCOUNTS PAYABLE
 1401 21st Ave N
 Fargo, ND 58102

Braun Intertec Project #: FA-09-01518C

Project Name: Mickelson Field Flood Levee

Service Description: Construction Quality Control Services

Location: East of 8th Ave. N. to N. River Dr. N., Fargo, ND

Client Project/PO #: _____

TERMS:

We will perform services according to our attached
 General Conditions. Pricing will be:

- Actual costs depend on services performed.
- Budgeted at: \$ 25,916 _____
- _____ Cost estimate attached
- _____ Lump sum of: _____
- _____ Per Master Service Agreement dated: _____
- _____ Other: _____

Authorizer's Signature: X _____
 Print Name: _____
 Date: _____ Title: _____

*Authorizer responsible for payment unless alternate Invoicee
 provides written confirmation and until accepted by Braun Intertec.*

Invoicee Confirmation: X _____
 (if different than authorizer)

Print Name: _____
 Date: _____ Title: _____
 Company: _____
 Address: _____
 Phone: _____ Fax: _____

*A signed copy of this authorization must be received by Braun
 Intertec via fax or mail before work can proceed.*

Authorization (send in all cases)

	Initials:	Date Sent:	Fax or Mail?
Sent to Authorizer:	<u>CDH</u>	<u>9/11/2009</u>	<u>email</u>
Sent to Invoicee:	<u>CDH</u>	<u>9/11/2009</u>	<u>email</u>
General Conditions sent:	<u>CDH</u>	<u>9/11/2009</u>	<u>email</u>

SCHEDULING RESPONSIBILITY

Braun Intertec: _____ Phone: _____
 Client Contact: _____ Phone: _____
 Scheduled Start Date: _____

BRAUN INTERTEC CONTACT INFORMATION

Project Manager: Hubbard, Charles D
 Address: 1826 Buerkle Road
Saint Paul, MN 55110
 Phone: (651) 487-3245 Fax (651) 487-1812

METHOD OF PAYMENT (check one)

- _____ Upon receipt of Invoice
- _____ Prepay (attach check)
- _____ VISA prepay _____ MasterCard prepay
- _____ VISA with invoice _____ MasterCard with invoice

Card Holder Signature: X _____
 Card Holder Name: _____
 Card Number: _____
 Expiration Date: _____

SPECIAL REQUIREMENTS, NOTES

Includes costs associated with the procurement, installation
 and monitoring of vibrating wire piezometers (6) and
 settlement plates (2), the observation and testing (laboratory
 Proctor and compaction) of levee fill, the testing of
 cast-in-place concrete (1 set of cylinders), and the
 management, communication and reporting of results.

Braun Intertec Corporation

Client: Houston Engineering, Inc.

Project: Mickelson Field Flood Levee, Fargo, ND

Braun Intertec Proposal No.: FA-09-01518C					Prepared: 9/11/2009			
Service Description:					Qty:	Units:	Unit Price:	Extension:
Staking and Utility Clearance								
Site layout and utility clearance					2.00	Hours	83.00	166.00
Trip charge					1.00	Each	17.00	17.00
Phase Total:								\$ 183.00
Instrumentation and Install								
Truck-or skid mounted drill rig, per hour					12.00	Hours	194.00	2,328.00
Data Recorder					1.00	Each	1,250.00	1,250.00
Vibrating Wire Piezometers					6.00		500.00	3,000.00
Bore hole abandonment materials, per foot					100.00	Feet	2.00	200.00
Vibrating Wire Settlement Cells					2.00		650.00	1,300.00
Mobilization					1.00	Each	552.00	552.00
Data Cable					600.00	Feet	5.00	3,000.00
Phase Total:								\$ 11,630.00
Instrumentation Oversight								
Data Collection and Processing					40.00	Hours	104.00	4,160.00
Project Engineer					10.00	Hours	131.00	1,310.00
Principal Engineer					10.00	Hours	167.00	1,670.00
Project Assistant					0.00	Hours	68.00	0.00
Phase Total:								\$ 7,140.00
Levee Observations & Testing								
Excavation Observations					10.00	Hours	83.00	830.00
<i>Embankments</i>					4.00	<i>Trips at</i>	2.00	<i>Hours</i>
<i>Utilities</i>					1.00	<i>Trip at</i>	2.00	<i>Hours</i>
Compaction Testing					26.00	Hours	63.00	1,638.00
<i>Embankments</i>					12.00	<i>Trips at</i>	2.00	<i>Hours</i>
<i>Utilities</i>					2.00	<i>Trips at</i>	1.00	<i>Hour</i>
Sample pick-up					2.00	Hours	49.00	98.00
<i>2.00 Trips at 1.00 Hour</i>								
Nuclear moisture-density meter charge, per hour					26.00	Hours	15.25	396.50
Proctor Test (ASTM D 698 or ASTM D 1557)					2.00	Tests	144.00	288.00
Trip charge					21.00	Trips	17.00	357.00
Phase Total:								\$ 3,607.50

Table 1: Estimated Costs

<i>Braum Intertec Proposal No.: FA-09-01518C</i>					<i>Prepared: 9/11/2009</i>			
Service Description:					Qty:	Units:	Unit Price:	Extension:
Concrete Observations & Testing								
Concrete Testing					2.00	Hours	63.00	126.00
<i>Utilities</i>	<i>1.00</i>	<i>Trip at</i>	<i>2.00</i>	<i>Hours</i>				
Concrete Cylinder Pick up					1.00	Hour	49.00	49.00
<i>Utilities</i>	<i>1.00</i>	<i>Trip at</i>	<i>1.00</i>	<i>Hour</i>				
Compressive strength of 6" x 12" concrete cylinders (ASTM C 39), per unit					4.00	Tests	23.00	92.00
<i>Utilities</i>	<i>1.00</i>	<i>Set of</i>	<i>4.00</i>					
Trip charge					2.00	Trips	17.00	34.00
Phase Total:								\$ 301.00
Construction Project Management								
Project Manager					20.00	Hours	131.00	2,620.00
Senior Project Manager					1.00	Hour	149.00	149.00
Project Assistant					4.00	Hours	67.00	268.00
Trip charge					1.00	Trip	17.00	17.00
Phase Total:								\$ 3,054.00
Estimated Project Total:								\$ 25,915.50

Braun Intertec Corporation

Client: Houston Engineering, Inc.

Project: Mickelson Field Flood Levee, Fargo, ND

Braun Intertec Proposal #: Braun Intertec Proposal No.: FA-09-01518C

Prepared: 9/11/2009

Service Description:

Phase Total

Staking and Utility Clearance	183.00
Instrumentation and Install	11,630.00
Instrumentation Oversight	7,140.00
Levee Observations & Testing	3,607.50
Concrete Observations & Testing	301.00
Construction Project Management	3,054.00

Estimated Project Total: 25,915.50

U

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5827

Type: BNSF Agreement

Location: West edge of Fayland Industrial First Addition west of 45th St. & south of 12th Ave. N

Date of Hearing: 12/8/09

<u>Routing</u>	<u>Date</u>
City Commission	12/14/09
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	

The Committee reviewed the attached agreement with the BNSF Railway Company for extension of the spur rail tracks to serve the new McNeilus expansion site. The agreement is an amendment to the previous agreement for the initial spur trackage constructed in 2001. The City is financing the existing tracks and proposed extension through special assessments. The City will own and maintain the trackage facilities until special assessment bonds are retired. All maintenance costs will be also special assessed to the benefitted properties.

On a motion by Al Weigel, seconded by Jim Gilmour, the Committee voted to recommend approval of the agreement.

RECOMMENDED MOTION

Approve First Amendment to Track Agreement No. BF20663.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

	<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				
Al Weigel, Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

**FIRST AMENDMENT TO TRACK AGREEMENT
NO. BF20663**

THIS FIRST AMENDMENT TO TRACK AGREEMENT ("First Amendment") is made and entered into to be effective as of the _____ day of _____, _____, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation, formerly known as The Burlington Northern and Santa Fe Railway Company, ("Railroad") and **CITY OF FARGO**, a North Dakota municipal corporation ("Industry").

RECITALS:

A. Industry and Railroad entered into an Indefinite Term Industry Track Agreement ("Track Agreement") on July 24, 2001;

B. By the terms and provisions of the Track Agreement, Railroad shall own the Railroad Track and Industry shall own the Industry Track situated in Fargo, County of Cass, State of North Dakota, as more particularly described in the Track Agreement (collectively, "Track");

C. Railroad and Industry desire to amend the terms of the Track Agreement as described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective immediately, Exhibit "A", Drawing No. 3-31639, dated August 16, 2003, attached to the Track Agreement is hereby deleted and replaced with Drawing No. 3-47820A-B, dated November 24, 2009, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

2. Section 7 of the Track Agreement shall be deleted in its entirety and replaced with the following in lieu thereof:

"**7. RIGHT OF RAILROAD TO USE, CONSTRUCT FUTURE FACILITIES AND PROVIDE SERVICE.** All rights granted to the Industry hereunder are subject and subordinate to the prior and continuing right of the Railroad, without liability to the Industry or any other party for compensation or damages thereto: (i) to use the Railroad Track; (ii) to construct, maintain, renew, use, operate, change, modify or relocate the Railroad Track; and (iii) to allow to be constructed upon its right-of-way such other facilities and to use its right-of-way and the Track in any manner, each Railroad in its sole discretion deems appropriate, (including without limitation the right to use the Industry Track to provide service to other parties), provided Railroad uses all commercially reasonable efforts to avoid material interference with the use of said Track to serve Industry as provided herein."

3. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Track Agreement.

4. Except as amended hereby, all of the terms and provisions of the Track Agreement are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the Track Agreement and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control.

5. Industry agrees that Railroad is not currently in default under the Track Agreement, nor does any condition exist which, with the passage of time alone, could constitute a default under the Track Agreement. Industry agrees to fully and forever release and discharge Railroad from any claim whatsoever relating to any period covered by the Track Agreement prior to the date hereof.

6. This First Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this First Amendment may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the day and year first set forth above.

RAILROAD

BNSF Railway Company

By: _____
Name: _____
Title: _____
Date: _____

INDUSTRY

City of Fargo

By: _____
Name: Dennis R. Walaker
Title: Mayor
Date: 12/14/09

TRACKING NO. _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF FARGO

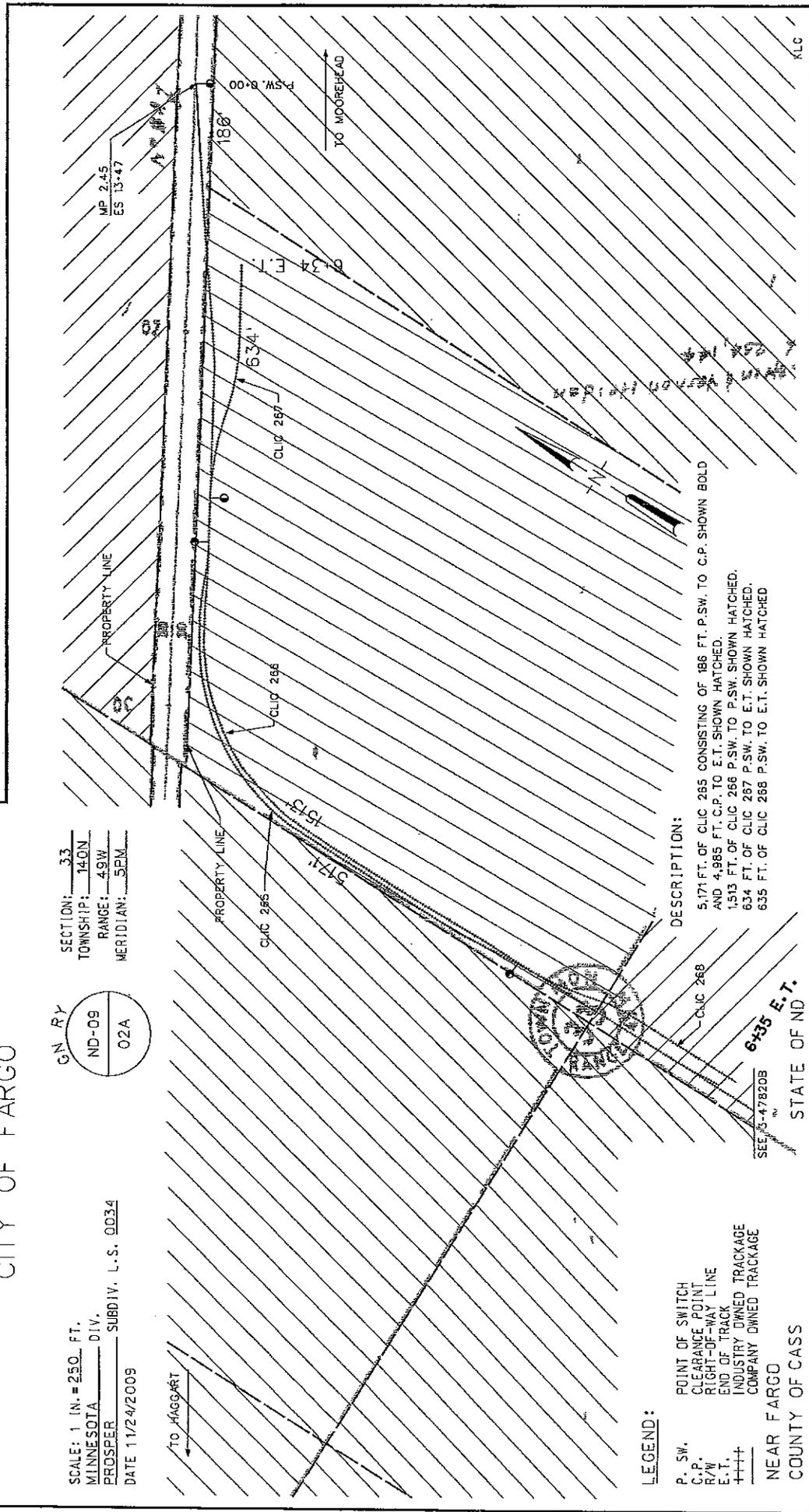
SECTION: 33
TOWNSHIP: 140N
RANGE: 49W
MERIDIAN: 56W

GN RY
ND-09
02A

SCALE: 1 IN. = 250. FT.
MINNESOTA DIV.
PROSPER SUBDIV. L.S. 0034
DATE 11/24/2009

MAP REF. S50723

TRIM LINE



LEGEND:

- P. SW.
- C.P.
- R/W
- E.T.
- ++++
- NEAR FARGO
- COUNTY OF CASS

DESCRIPTION:

5,171 FT. OF CLIC 265 CONSISTING OF 186 FT. P.S.W. TO C.P. SHOWN BOLD AND 4,985 FT. C.P. TO E.T. SHOWN HATCHED.
1,513 FT. OF CLIC 266 P.S.W. TO P.S.W. SHOWN HATCHED.
634 FT. OF CLIC 267 P.S.W. TO E.T. SHOWN HATCHED.
635 FT. OF CLIC 268 P.S.W. TO E.T. SHOWN HATCHED

SEE 3-47820B
6+35 E.T.
STATE OF ND

DRAWING NO. 3-47820A

KLC

TRACKING NO. _____

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF FARGO

SCALE: 1 IN. = 250. FT.
 MINNESOTA DIV.
 PROSPER SUBDIV. L.S. 0034
 DATE 11/24/2009

GN RY
 ND-09
 02A

SECTION: 33
 TOWNSHIP: 140N
 RANGE: 49W
 MERIDIAN: 52M

SEE 47820A

OLIC 265

E.T. 51-71

LEGEND:

- P. SW. POINT OF SWITCH
- C.P. CLEARANCE POINT
- R/W RIGHT-OF-WAY LINE
- E.T. END OF TRACK
- ++++ INDUSTRY OWNED TRACKAGE
- COMPANY OWNED TRACKAGE

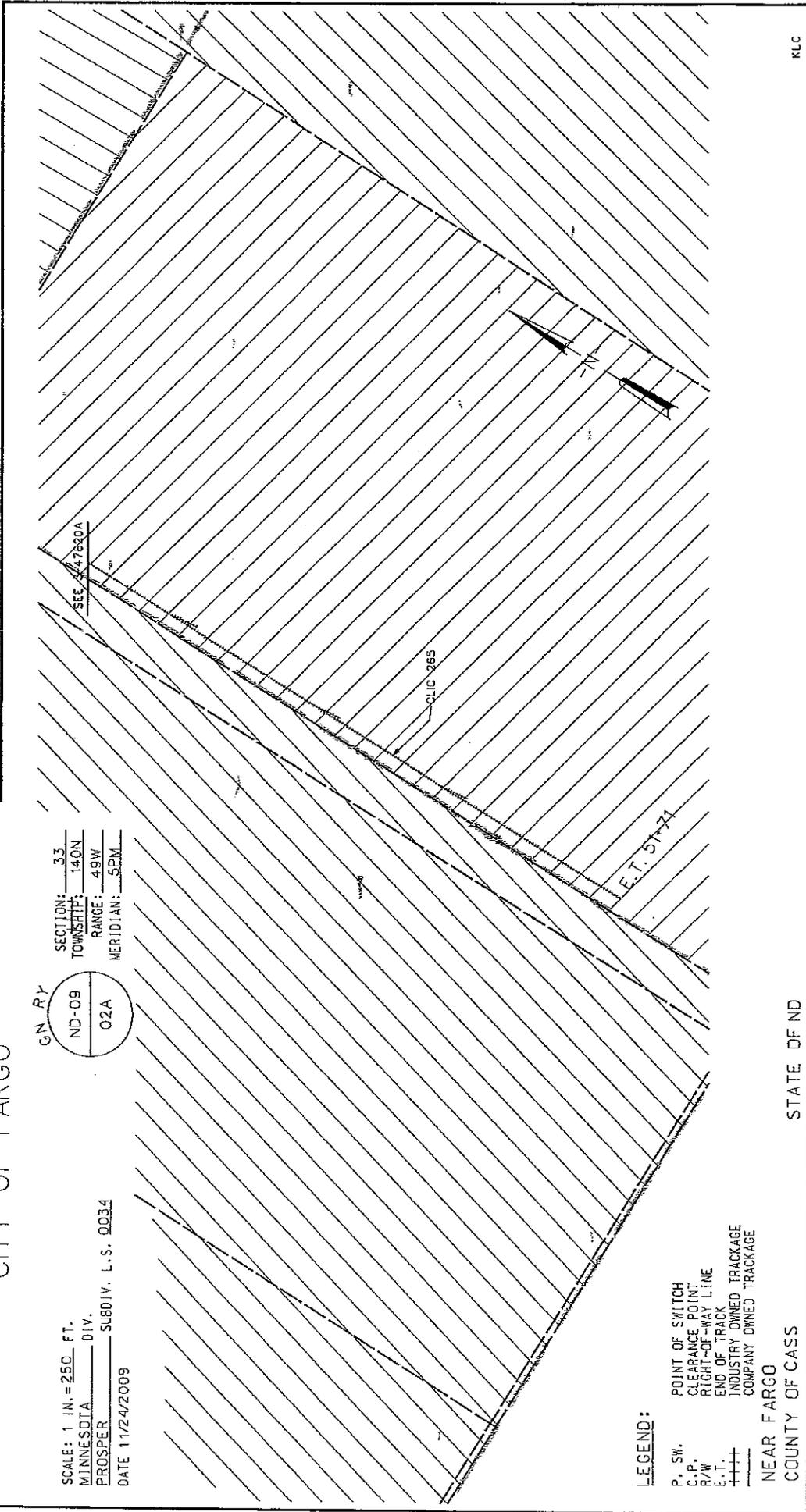
NEAR FARGO
 COUNTY OF CASS
 STATE OF ND

KLC

DRAWING NO. 3-47820B

MAP REF. S50723

TRIM LINE





ENGINEERING DEPARTMENT

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

December 9, 2009

VI

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. 5747-22

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, December 9, 2009, for Demolition, Site Restoration & Incidentals, Project No. 5747-22, located at 41, 49, & 135 South Terrace North.

The bids were as follows:

Industrial Builders, Inc.	\$125,566.00
Landwehr Construction	\$131,525.00
Excavating, Inc.	\$132,055.20
Comstock Construction, Inc.	\$137,250.00
Hough, Inc.	\$137,315.00
Master Construction Co., Inc.	\$139,697.00
Asplin Excavating, Inc.	\$149,362.50
Northern Improvement Co.	\$155,722.00
Strata Corporation	\$164,722.00
Engineer's Estimate	\$113,901.00

The special assessment escrow is not required.

This office recommends award of the contract to Industrial Builders, Inc., in the amount of \$125,566.00 as the lowest and best bid.

Sincerely,

David W. Johnson
Deputy City Engineer

DWJ/pan

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations



ENGINEERING DEPARTMENT

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

December 9, 2009

(Handwritten initials)

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. 5747-23

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, December 9, 2009, for Demolition, Site Restoration & Incidentals, Project No. 5747-23, located at 1121, 1135, 1141 and 1201 49th Avenue South.

The bids were as follows:

Industrial Builders, Inc.	\$ 89,980.00
Dakota Hardscapes, Inc.	\$101,761.00
Master Construction Co., Inc.	\$105,401.00
Landwehr Construction	\$105,750.00
Comstock Construction, Inc.	\$120,000.00
Excavating, Inc.	\$123,938.00
Adelman Concrete & Excavating	\$125,960.00
Hough, Inc.	\$142,811.00
Northern Improvement Co.	\$145,050.00
Asplin Excavating, Inc.	\$156,190.00
Strata Corporation	\$161,626.00
Engineer's Estimate	\$144,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Industrial Builders, Inc., in the amount of \$89,980.00 as the lowest and best bid.

Sincerely,

David W. Johnson
Deputy City Engineer

DWJ/jmg

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

(W)

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Ground Transportation Exhaust Grating & Pavement Repairs 502 NP Avenue Fargo, ND 58102	CHANGE ORDER NUMBER: CO 004 DATE: December 04, 2009	OWNER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Industrial Builders, Inc. P.O. Box 406 Fargo, ND 58107-0406	ARCHITECT'S PROJECT NUMBER: 20056430 CONTRACT DATE: July 27, 2009 CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Additional Sealant

- 1) Over run of Removal and replacement of sealants at routed deck joints ----- 159 LF @ \$5.00/LF = \$795.00
- 2) Remove existing asphalt based sealant and install sealant ----- 298 LF @ \$6.77/LF = \$2,017.46
- 3) Rout & fill large cracks with MMA Sealant ----- 853 LF @ \$5.94/LF = \$5,066.82
- 4) Rout & seal additional deck cracks ----- 204 LF @ \$5.23/LF = \$1,066.92

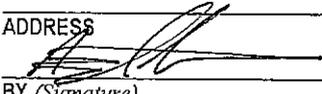
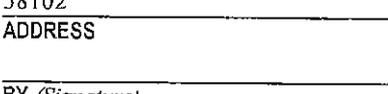
Total Change Order #004 \$8,946.20

The original Contract Sum was	\$ 365,890.00
The net change by previously authorized Change Orders	\$ 13,050.82
The Contract Sum prior to this Change Order was	\$ 378,940.82
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,946.20
The new Contract Sum including this Change Order will be	\$ 387,887.02

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

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

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

EAPC Architects Engineers, P.C. ARCHITECT (Firm name)	Industrial Builders, Inc. CONTRACTOR (Firm name)	City of Fargo Planning Department OWNER (Firm name)
112 North Roberts Street, Suite 300, Fargo, ND 58102 ADDRESS	P.O. Box 406, Fargo, ND 58107-0406 ADDRESS	200 Third Street North, Fargo, ND 58102 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Nicholas Naujokas, Project Manager (Typed name)	Aaron Anderson, Project Manager (Typed name)	Mayor Dennis Walaker (Typed name)
12/4/09 DATE	12/4/09 DATE	DATE

CHANGE ORDER

No. 1

DATE OF ISSUANCE October 21, 2009 EFFECTIVE DATE October 21, 2009

OWNER City of Fargo

CONTRACTOR Dakota Underground, Inc.

Contract: Contract No. 1 - General Construction

Project: County Road 20 Force Mains

OWNER's Contract No. 5799 ENGINEER's Contract No. P00803-2007-52

ENGINEER Advanced Engineering and Environmental Services, Inc.

You are directed to make the following changes in the Contract Documents:

Description:

1) Change the quantities of various unit price items based on actual quantities installed and 2) Add several change order pay items that were not originally included in the Contract. See Attachment A for a more detailed description.

Reason for Change Order:

This change order adjusts the quantities of the various unit price items based on actual quantities installed to incorporate the work into the Contract and authorize payment for the Work. This change order also adds Work for a few items that were not originally included in the Contract such as additional work required due to existing utility conflicts, etc.

Attachments: (List documents supporting change)

Attached is a copy of documentation justifying the various additions and subtractions to the construction documents.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,426,662.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>4,426,662.00</u>
Net increase (decrease) of this Change Order: \$ <u>156,431.62</u>
Contract Price with all approved Change Orders: \$ <u>4,583,093.62</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>December 1, 2009</u> Ready for final payment: <u>June 15, 2010</u> (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>December 1, 2009</u> Ready for final payment: <u>June 15, 2010</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>December 1, 2009</u> Ready for final payment: <u>June 15, 2010</u> (days or dates)

RECOMMENDED:
By: [Signature]
ENGINEER (Authorized Signature)

APPROVED:
By: _____
OWNER (Authorized Signature)

ACCEPTED:
By: [Signature] V.P.
CONTRACTOR (Authorized Signature)

Date: 10-21-09

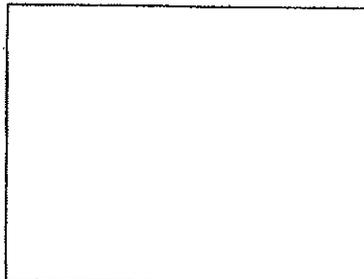
Date: _____

Date: 11-6-09

APPROVED:
By: _____
NDDH (Authorized Signature)

Date: _____

EJCDC 1910-8-B (1996 Edition)



A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed changes. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**Summary of Change Order No. 1 Items
Dakota Underground, Inc.
October 21, 2009**

Description of Changes to the Contract Documents	Cost
Adjust the quantities for the Contract pay items according to the attached spreadsheet that outlines the changes.	\$60,310.81
Add the removal and replacement of a 3-inch water line along 39 1/2 Avenue that was in conflict with the placement of the 30-inch force main.	\$13,500.00
Increase the seeding rate for areas seeded with seed mixture 1 by 75 pounds per acre to match City of Fargo Standard Specifications and to ensure a dense stand of new grass seedlings.	\$1,773.20
Relocate the combination air/vacuum release valve and 30-inch plug valve vault from near Station 124+63 to near Station 121+00. The valve vault was relocated to place it at the high point of the pipeline since the crossing under University Drive was lowered slightly to cross below existing utilities.	\$4,635.69
The existing 12-inch Ethanol Reuse Pipeline was not installed in the location as indicated on the record drawings which created a conflict with the installation of the 30-inch force main and the slight relocation of a 45-degree bend fitting.	\$4,635.69
An existing 10-foot diameter sanitary sewer lift station manhole was encountered on the Wastewater Treatment Plant site that needed to be removed to install the 30-inch force main.	\$1,486.38
The existing 30-inch ductile iron sanitary sewer force main near 37th Street North was installed shallower than the record drawings indicated which created a conflict with the installation of the proposed 36-inch force main. To remedy the conflict, the existing sanitary sewer force main was lowered several feet at the location of the crossing.	\$68,177.00
Concrete was placed below the relocated 30-inch sanitary sewer force main to support the fittings and joints at the crossing location with the new 36-inch sanitary sewer force main.	\$1,912.85
Total Change in Contract Price for Change Order No. 1:	\$156,431.62

CR20 Force Mains
 City of Fargo, North Dakota
 Pay Items
 Change Order No. 1
 October 21, 2009



Base Bid

No.	Item	Original Bid Quantity	Change Order No. 1 Quantity	Unit	Unit Price	Adjusted Total Price	Change In Contract Price
1.	Mobilization	1	1	l.s.	\$ 30,000.00	\$ 30,000.00	\$ -
2.	Force Main						
a.	30" PVC	17,709	17,709	l.f.	\$ 97.50	\$ 1,726,627.50	\$ -
b.	36" PVC	5,500	5,500	l.f.	\$ 121.50	\$ 668,250.00	\$ -
c.	30" DI	102	102	l.f.	\$ 300.00	\$ 30,600.00	\$ -
d.	36" DI	126	126	l.f.	\$ 365.00	\$ 45,990.00	\$ -
e.	48" DI	103	103	l.f.	\$ 700.00	\$ 72,100.00	\$ -
f.	60" DI	79	79	l.f.	\$ 800.00	\$ 63,200.00	\$ -
3.	Steel Cased Bore and Push						
a.	42" Steel Casing w/ 30" DI Carrier Pipe	300	310	l.f.	\$ 680.00	\$ 210,800.00	\$ 6,800.00
b.	48" Steel Casing w/ 36" DI Carrier Pipe	130	140	l.f.	\$ 790.00	\$ 110,600.00	\$ 7,900.00
4.	Non-Cased Bore and Push						
a.	30" PVC	50	193.38	l.f.	\$ 337.00	\$ 65,169.06	\$ 48,319.06
5.	Ductile Iron Fittings	77,000	77,000	lbs.	\$ 5.20	\$ 400,400.00	\$ -
6.	Plug Valve & Vault						
a.	30"	1	1	ea.	\$ 70,000.00	\$ 70,000.00	\$ -
b.	36"	1	1	ea.	\$ 95,500.00	\$ 95,500.00	\$ -
7.	Air Release Valve & Plug Valve Vault						
a.	30"	5	5	ea.	\$ 82,000.00	\$ 410,000.00	\$ -
8.	Clean-out Manhole & Fittings	2	2	ea.	\$ 15,000.00	\$ 30,000.00	\$ -
9.	Surge Relief Valve Vault	1	1	ea.	\$ 53,500.00	\$ 53,500.00	\$ -
10.	Screening Structure	1	1	l.s.	\$ 175,000.00	\$ 175,000.00	\$ -
11.	Connection to Existing 36" RCP SS	1	1	l.s.	\$ 25,000.00	\$ 25,000.00	\$ -
12.	Relocate Existing Pipeline						
a.	10-inch ACP Water Main	1	1	l.s.	\$ 5,700.00	\$ 5,700.00	\$ -
13.	Remove and Replace 36" RCP Storm Sewer	179	0	l.f.	\$ 75.00	\$ -	\$ (13,425.00)
14.	Remove and Replace 60-Inch Storm Manhole	1	0	l.s.	\$ 4,000.00	\$ -	\$ (4,000.00)
15.	Corrugated Metal Pipe Culvert & Flared End Sections						
a.	18-inch	90	185	l.f.	\$ 55.00	\$ 10,175.00	\$ 5,225.00
b.	36-Inch	99	0	l.f.	\$ 75.00	\$ -	\$ (7,425.00)
16.	Remove and Replace Concrete Pavement	35	0	s.y.	\$ 95.00	\$ -	\$ (3,325.00)
17.	Remove and Replace Asphalt Pavement	200	446.67	s.y.	\$ 75.00	\$ 33,500.25	\$ 18,500.25
18.	Remove and Replace Gravel Road Section	3,400	3,400	s.y.	\$ 4.00	\$ 13,600.00	\$ -
19.	Chainlink Fence	800	600	l.f.	\$ 20.00	\$ 12,000.00	\$ (4,000.00)
20.	Fence Concrete Mow Strip	400	36	l.f.	\$ 73.00	\$ 2,628.00	\$ (26,572.00)
21.	Barbed Wire Fence	680	819	l.f.	\$ 6.50	\$ 5,323.50	\$ 903.50
22.	Storm Water Management	1	1	l.s.	\$ 1,000.00	\$ 1,000.00	\$ -
23.	Traffic Control	1	1	l.s.	\$ 6,000.00	\$ 6,000.00	\$ -
24.	Outfall Pipe Concrete Pad	35	138.2	s.y.	\$ 200.00	\$ 27,640.00	\$ 20,640.00
25.	Outfall Pipe Safety Grate	1	1	l.s.	\$ 2,500.00	\$ 2,500.00	\$ -
26.	Remove and Replace Trees	1	1	l.s.	\$ 3,000.00	\$ 3,000.00	\$ -
27.	Rip Rap	60	120	c.y.	\$ 85.00	\$ 10,200.00	\$ 5,100.00
28.	Seeding	17	23.3	ac.	\$ 900.00	\$ 20,970.00	\$ 5,670.00
29.	Activated Carbon Scrubber System	1	1	l.s.	\$ 50,000.00	\$ 50,000.00	\$ -
Change Order No. 1 Estimated Contract Cost						\$ 4,486,973.31	\$ 60,310.81
Original Contract Cost						\$ 4,426,662.50	
Net Change As a Result of Quantity Adjustments						\$ 60,310.81	

Date 7/13/09 Job # 5799 Description Time waiting for materials, digging up 2 pipe joints to put on restraints and relocating manhole

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt	\$60.75	6	\$364.50	365	\$238.38	6	\$1,430.28
Craig	\$42.75	6	\$256.50	966	\$82.93	6	\$497.58
Jesse	\$36.06	6	\$216.36	D6R	\$113.73	6	\$682.38
Derrick	\$33.75	6	\$202.50				
Matt	\$40.50	6	\$243.00				
Shaw	\$29.25	6	\$175.50				
Tim	\$27.00	6	\$162.00				

subtotal	\$1,620.36	Total Equipment	\$2,610.24
+ 25% profit & overhead	\$405.09		
Total Labor			\$2,025.45

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			
-			
-			
-			
		subtotal	\$0.00
		+ 25% profit & overhead	\$0.00
		Total Material	\$0.00
		Total	\$4,635.69

Date 7/16/09 Job # 5799 Description Extra work due to 12" reuse line being out of its easement and in our way

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt	\$60.75	6	\$364.50	365	\$238.38	6	\$1,430.28
Craig	\$42.75	6	\$256.50	966	\$82.93	6	\$497.58
Jesse	\$36.06	6	\$216.36	D6R	\$113.73	6	\$682.38
Derrick	\$33.75	6	\$202.50				
Matt	\$40.50	6	\$243.00				
Shaw	\$29.25	6	\$175.50				
Tim	\$27.00	6	\$162.00				
subtotal			\$1,620.36	Total Equipment			\$2,610.24
+ 25% profit & overhead			\$405.09	Total Labor			\$2,025.45
				Material/Subs	Cost	Qty	Amount
				-			\$0.00
				-			\$0.00
				-			
				-			
				-			
				-			
				subtotal			\$0.00
				+ 25% profit & overhead			\$0.00
				Total Material			\$0.00
				Total			\$4,635.69

Date 8/20/09 Job # 5799 Description Removal of abandoned sewer lift station.

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt	\$60.75	1.5	\$91.13	365	\$238.38	1.5	\$357.57
Craig	\$42.75	1.5	\$64.13	966	\$82.93	1.5	\$124.40
Jesse	\$36.06	1.5	\$54.09	D6R	\$113.73	1.5	\$170.60
Derrick	\$33.75	1.5	\$50.63	Dump Truck	\$38.27	4	\$153.08
Matt	\$40.50	1.5	\$60.75				
Shaw	\$29.25	1.5	\$43.88				
Mike	\$45.00	4	\$180.00				
subtotal			\$544.59	Total Equipment			\$805.64
+ 25% profit & overhead			\$136.15	Total Labor			\$680.74
				Material/Subs	Cost	Qty	Amount
				-			\$0.00
				-			\$0.00
				-			\$0.00
				-			
				-			
				-			
				-			
				-			
				subtotal			\$0.00
				+ 25% profit & overhead			\$0.00
				Total Material			\$0.00
				Total			\$1,486.38

Date 9/10/09 Job # 5799 Description Lowered 30 DIP Sewer forcemain by Lagoons

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt	\$60.75	13	\$789.75	350	\$172.01	13	\$2,236.13
Jon	\$27.00	12.5	\$337.50	966	\$82.93	12.5	\$1,036.63
Jesse	\$36.06	12.5	\$450.75	D6R	\$113.73	12.5	\$1,421.63
Derrick	\$33.75	12.5	\$421.88	6" Pump	\$27.50	6	\$165.00
Matt	\$40.50	12.5	\$506.25	Pickup	\$13.01	13	\$169.13
subtotal			\$2,506.13	Total Equipment		\$5,028.51	
+ 25% profit & overhead			\$626.53	Total Labor		\$3,132.66	
Material/Subs	Cost	Qty	Amount				
- NWWWS Inv 1192686002	\$42,474.88	1 ls	\$42,474.88				
- NWWWS Inv 1192686001	\$3,738.15	1 ls	\$3,738.15				
- concrete	\$97.98	6 yds	\$587.88				
- rock	\$22.32	44 yds	\$982.08				
- sand	\$10.44	22 yds	\$229.68				
subtotal			\$48,012.67				
+ 25% profit & overhead			\$12,003.17				
Total Material			\$60,015.84				
Total			\$68,177.00				



NORTHERN WATER WORKS SUPPLY
 FARGO ND
 701-293-5511 Fax 701-232-8129
 An Equal Opportunity Employer

Invoice

INVOICE DATE	INVOICE NUMBER
08/26/09	S01192686.002
REMIT TO:	PAGE NO
PO BOX 1070 FARGO ND 58107-1070	1

BILL TO:
 DAKOTA UNDERGROUND CO
 PO BOX 5547 UNIV STA
 FARGO, ND 58105

SHIP TO:
 DAKOTA UNDERGROUND CO
 FARGO 5799 CTY 20 FM
 CNTY RD 20, 37TH ST N TO UNIV DR
 FARGO, ND 58102

CUSTOMER NUMBER	CUSTOMER PO	JOB NAME	SALES PERSON		
21615	CHANGE ORDER		Lance Nitschke		
ORDER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
Lance Nitschke	OT OUR-TRUCK	Net Due 30 Days	08/26/09	05/28/09	
DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	EXT. PRICE	
16B430P401 30 X 45 MJ DI SB BEND W/PROTECTO 401 LINING *** Non-Stock Item ***	4ea	4ea	2646.92	10587.68	
16SL30P401 30 X 24 MJ DI SB SLEEVE W/PROTECTO 401 LINING *** Non-Stock Item ***	4ea	4ea	2223.00	8892.00	
63EMP30 30 MJ MEGA LUG FOR PVC	14ea	14ea	618.30	8656.20	
63EMD30 30 MJ MEGA LUG FOR DIP *** Non-Stock Item ***	2ea	2ea	595.78	1191.56	
17MG30 30 MJ PR RUBBER GSKT	16ea	16ea	19.05	304.80	
17SBN1.6 1 X 6 MJ SS T-BOLT W/HH NUT	320ea	320ea	15.89	5084.80	
63E1390.30C UFR1390-C-30-I DI/C900 BJ RESTRAINT	2ea	2ea	1734.58	3469.16	
292530A 30 PVC C905 PIPE DR25 CL165 20 G	60ft	60ft	58.50	3510.00	
Thank you for your prompt payment.				39882.52	

Invoice is due by 09/25/09.
 TERMS: Due Net 30 Days from date of Invoice. A SERVICE CHARGE is computed by a periodic rate of 1.5% per month. This is an ANNUAL PERCENTAGE RATE of 18%.
 No credit will be allowed for goods returned without permission. Returned goods must be in saleable condition. A re-stocking charge will be made on all goods returned for credit. We are not responsible for damage in transit. Claims must be filed with carrier. SELLER DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Subtotal	41696.20
S&H CHGS	0.00
Tax	2710.25
Amount Due	44406.45

** Reprint ** Reprint ** Reprint **

2592.36
 42974.88



NORTHERN WATER WORKS SUPPLY
 FARGO ND
 701-293-5511 Fax 701-232-8129
 An Equal Opportunity Employer

Invoice

INVOICE DATE	INVOICE NUMBER
08/20/09	S01192686.001
REMIT TO:	PAGE NO.
PO BOX 1070 FARGO ND 58107-1070	1

BILL TO:
 DAKOTA UNDERGROUND CO
 PO BOX 5547 UNIV STA
 FARGO, ND 58105

SHIP TO:
 DAKOTA UNDERGROUND CO
 FARGO 5799 CTY 20 FM
 CNTY RD 20, 37TH ST N TO UNIV DR
 FARGO, ND 58102

CUSTOMER NUMBER	CUSTOMER TO	JOB NAME	SALESPERSON		
21615	CHANGE ORDER		Lance Nitschke		
ORDER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
Lance Nitschke	BAO TRUCKING	Net Due 30 Days	08/20/09	05/28/09	
DESCRIPTION	QUANTITY	SHIP QTY	EST. PRS	EST. PRS	
292530A 30 PVC C905 PIPE DR25 CL165 20 G	120ft	60ft	58.50	3510.00	
Thank you for your prompt payment.					

Invoice is due by 09/19/09.
 TERMS: Due Net 30 Days from date of Invoice. A SERVICE CHARGE is computed by a periodic rate of 1.5% per month. This is an ANNUAL PERCENTAGE RATE of 18%.
 No credit will be allowed for goods returned without permission. Returned goods must be in saleable condition. A re-stocking charge will be made on all goods returned for credit. We are not responsible for damage in transit. Claims must be filed with carrier. SELLER DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Subtotal	3510.00
S&H CHGS	0.00
Tax	228.15
Amount Due	3738.15

** Reprint ** Reprint ** Reprint **

Date 9/12/09 Job # 5799 Description Placed concrete under 30" Force Main

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt	\$60.75	3	\$182.25	350	\$172.01	3	\$516.03
Craig	\$42.75	3	\$128.25	966	\$82.93	3	\$248.79
Jon	\$27.00	3	\$81.00	D6R	\$113.73	3	\$341.19
Derrick	\$33.75	3	\$101.25				\$0.00
Matt	\$40.50	3	\$121.50	Pickup	\$13.01	3	\$39.03
subtotal			\$614.25	Total Equipment			\$1,145.04
+ 25% profit & overhead			\$153.56	Total Labor			\$767.81
				Material/Subs	Cost	Qty	Amount
				-			\$0.00
				-			\$0.00
				-			\$0.00
				-			\$0.00
				-			\$0.00
				-			\$0.00
				subtotal			\$0.00
				+ 25% profit & overhead			\$0.00
				Total Material			\$0.00
				Total			\$1,912.85

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5221
Date Entered:
Date Printed: 12/08/2009

Chg Ord No: 2
For: Adelman Concrete & Excavating

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

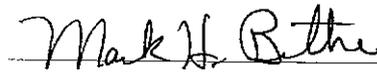
This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

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
6	4104	Concrete Curb & Gutter (Type II)	LF	40.00	379.00	419.00	84.00	503.00	20.00	1,680.00
6	4114	8" Reinforced PC Concrete Pavement	SY	75.00	131.30	206.30	131.30	337.60	55.00	7,221.50
6	4116	9" Reinforced PC Concrete Pavement	SY	130.00	1,109.00	1,239.00	979.00	2,218.00	55.00	53,845.00
6	4132	7" RC Driveway	SY	30.00	-3.60	26.40	-3.60	22.80	47.50	-171.00
6	4339	Remove Existing Paving	SY	250.00	1,195.30	1,445.30	206.30	1,651.60	10.00	2,063.00
6	4342	Asphalt Wearing Course (Includes 5 1/2 - 6% Oi	Ton	60.00	-42.00	18.00	-42.00	-24.00	154.00	-6,468.00
6	11463	Extra Item - MH and GV costs	LS	0.00	2.00	2.00	1.00	3.00	567.88	567.88
6	11464	Extra Item - Adjust MH to grade	EA	0.00	3.00	3.00	1.00	4.00	150.00	150.00
6	11465	Extra Item - Adjust GV to grade	EA	0.00	1.00	1.00	-2.00	-1.00	75.00	-150.00
6	11508	Extra Item Pavement Marking	LS	0.00	1.00	1.00	1.00	2.00	4,001.80	4,001.80
Paving Sub Total										62,740.18
										Total: 62,740.18

Source of Funding:
 Net Amount Change Order 2: \$62,740.18
 Previous Change Orders: \$76,526.46
 Original Contract Amount: \$29,940.00
 Total Contract Amount: \$169,206.64

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

APPROVED:



City of Fargo Engineer

APPROVED:

For Contractor

Mayor

Title

Attest

DATE: 12/8/2009 1:57:12 PM
COMP: Igo - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Chg Ord No: 2
For: Adelman Concrete & Excavating

Project No: 5221
Date Entered:
Date Printed: 12/08/2009

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.

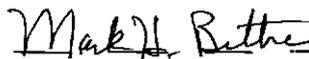
Seq	Item	Description	Unit	Orig Cont Qty	Final Cont Qty	Plan Cont Qty	Chg Ord Qty	For Cont Qty	Unit Price	C/O Ext Price	
16	4104	Concrete Curb & Gutter (Type II)	LF	40.00	379.00	419.00	84.00	503.00	20.00	1,680.00	
16	4114	8" Reinforced PC Concrete Pavement	SY	75.00	131.30	206.30	131.30	337.60	55.00	7,221.50	
16	4116	9" Reinforced PC Concrete Pavement	SY	130.00	1,109.00	1,239.00	979.00	2,218.00	55.00	53,845.00	
16	4132	7" RC Driveway	SY	30.00	-3.60	26.40	-3.60	22.80	47.50	-171.00	
16	4339	Remove Existing Paving	SY	250.00	1,196.30	1,445.30	206.30	1,651.60	10.00	2,063.00	
16	4342	Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	Ton	60.00	-42.00	18.00	-42.00	-24.00	154.00	-6,468.00	
16	11453	Extra Item - MH and GV costs	LS	0.00	2.00	2.00	1.00	3.00	567.88	567.88	
16	11464	Extra Item - Adjust MH to grade	EA	0.00	3.00	3.00	1.00	4.00	150.00	150.00	
16	11485	Extra Item - Adjust GV to grade	EA	0.00	1.00	1.00	-2.00	-1.00	75.00	-150.00	
16	11508	Extra Item Pavement Marking	LS	0.00	1.00	1.00	1.00	2.00	4,001.80	4,001.80	
Paving Sub Total										62,740.18	
										Total:	62,740.18

Source of Funding:
 Net Amount Charge Order 2: \$62,740.18
 Previous Change Orders: \$76,528.46
 Original Contract Amount: \$29,940.00
 Total Contract Amount: \$169,206.64

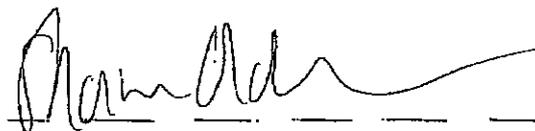
I hereby accept this order both as to work to be performed and prices on which payment shall be based.

APPROVED:

APPROVED:

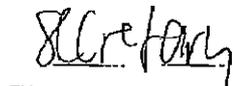


City of Fargo Engineer



For Contractor

Mayor



Title

Attest

02
1

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5870 Type: Final Balancing Change Order No. 1

Location: City Wide Date of Hearing: 12/08/09

<u>Routing</u>	<u>Date</u>
City Commission	12/14/09
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	X

The Committee reviewed Final Balancing Change Order No. 1 for City wide sidewalk and approach reconstruction in 2009.

On a motion by Steve Sprague, seconded by Norm Scott, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Final Balancing Change Order No. 1 in the amount of \$83,321.59 for Project No. 5870

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: CSSI \$67,174.70
Special Assessment \$16,146.89

	<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>
				X
Pat Zavoral, City Administrator				
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X	Norm Scott	
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director				
Al Weigel, Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

Cc: Bev Martinson

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5870
 Date Entered:
 Date Printed: 11/24/2009

Chg Ord No: 1
 For: Quality Restoration

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
74	3654	Remove & Replace Curb & Gutter	LF	50.00	0.00	50.00	-17.00	33.00	32.00	-544.00
74	3684	Remove & Replace 4" Concrete Sidewalk	SY	3,315.00	0.00	3,315.00	369.37	3,684.37	37.00	13,666.69
74	4205	Aggregate for Asphalt Patching (Remove & Repl	TONS	10.00	0.00	10.00	-10.00	0.00	175.00	-1,750.00
74	4325	Remove & Replace 6" Concrete Driveway	SY	50.00	0.00	50.00	151.07	201.07	40.00	6,042.80
74	4490	Castings to Grade	EA	1.00	0.00	1.00	-1.00	0.00	400.00	-400.00
74	9004	4" Concrete Sidewalk 4.5' Wide	SY	50.00	0.00	50.00	-50.00	0.00	37.00	-1,850.00
74	9064	Excavation (Excess)	CY	25.00	0.00	25.00	49.07	74.07	20.00	981.40
Section 1 - Reconstruct Sidewalk Sub Total										16,146.89
75	3654	Remove & Replace Curb & Gutter	LF	150.00	0.00	150.00	304.00	454.00	32.00	9,728.00
75	3682	Replace 4" Concrete Sidewalk	SY	300.00	0.00	300.00	1,055.95	1,355.95	31.50	33,262.43
75	4316	Detectable Warning Panels	SF	400.00	0.00	400.00	166.00	566.00	25.00	4,150.00
75	4320	Remove 4" Concrete Sidewalk	SY	300.00	0.00	300.00	1,211.35	1,511.35	9.00	10,902.15
75	4325	Remove & Replace 6" Concrete Driveway	SY	25.00	0.00	25.00	144.72	169.72	40.00	5,788.80
75	4490	Castings to Grade	EA	1.00	0.00	1.00	-1.00	0.00	400.00	-400.00
75	4510	Traffic Control	LS	1.00	0.00	1.00	-1.00	0.00	1,500.00	-1,500.00
75	4606	Seeding with Hydro-mulch	SY	300.00	0.00	300.00	-160.87	139.13	4.00	-643.48
75	9004	4" Concrete Sidewalk 4.5' Wide	SY	25.00	0.00	25.00	-25.00	0.00	37.00	-925.00
75	9006	6" Concrete Sidewalk	SY	25.00	0.00	25.00	155.67	180.67	40.00	6,226.80
75	9062	Fill Material in Place (Excess)	CY	25.00	0.00	25.00	13.00	38.00	25.00	325.00
75	9064	Excavation (Excess)	CY	25.00	0.00	25.00	13.00	38.00	20.00	260.00
Section 2 - Reconstruct Approaches Sub Total										67,174.70
Total:										83,321.59

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DATE: 11/24/2009 3:05:45 PM
COMP: fgo - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5870
Date Entered:
Date Printed: 11/24/2009

Chg Ord No: 1
For: Quality Restoration

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	Description	Unit	Original Qty	Prev. C/O Qty	Prev. Contract	Current Qty	Current Price	Contract
1	Quality Restoration							

Source of Funding:

Net Amount Change Order 1:	\$83,321.59
Previous Change Orders:	\$0.00
Original Contract Amount:	\$164,855.00
Total Contract Amount:	\$248,176.59

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

APPROVED:

APPROVED:

Mark H. Bethe
City of Fargo Engineer

X *Jacob* 11-25-09
For Contractor

Mayor

Title

Attest

43

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5874

Type: Final Balancing Change Order No. 1

Location: Various Locations

Date of Hearing: 12/8/09

<u>Routing</u>	<u>Date</u>
City Commission	12/14/09
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	X

The Committee reviewed Final Balancing Change Order No. 1 for street median improvements at the following locations:

- A. Median removals in Hunters Prairie Addition – three removals
- B. Pedestrian medians installed at 21st Street/58th Avenue South and 42nd Street/34th Avenue South

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Final Balancing Change Order No. 1 in the amount of \$2,612.96 for Project No. 5874.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Sales Tax _____	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	_____
Agreement for payment of specials required of developer	N/A	_____
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		Norm Scott
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director				
Al Weigel, Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

C: Bev Martinson

CITY OF FARGO ENGINEERING DEPARTMENT

Proj
 Impr Dist No: 5874
 Date Entered:
 Date Printed: 11/24/2009

Chg Ord No: 1
 For: Northern Improvement Co.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
6	4067	Gravel Base (Class 5) - 12"	SY	381.00	122.00	503.00	122.00	625.00	22.00	2,684.00
6	4104	Concrete Curb & Gutter (Type II)	LF	327.00	45.00	372.00	45.00	417.00	8.00	360.00
6	4320	Remove 4" Concrete Sidewalk	SY	129.00	33.00	162.00	33.00	195.00	14.00	462.00
6	4606	Seeding with Hydro-mulch	SY	200.00	-176.00	24.00	-176.00	-152.00	8.40	-1,478.40
6	7751	High Intensity Prismatic Signs	SF	136.50	-43.75	92.75	-43.75	49.00	15.75	-689.06
6	7755	Sign Assembly & Anchor	EA	15.00	-9.00	6.00	-9.00	-3.00	113.40	-1,020.60
6	11473	Extra Item	EA	0.00	2.00	2.00	2.00	4.00	84.70	169.40
Paving Sub Total										487.34
79	7549	Paint Epoxy Messages	SF	100.00	68.12	168.12	68.12	236.24	27.65	1,883.52
79	7574	24" Grooved Plastic Marking Film	LF	144.00	6.00	150.00	6.00	156.00	40.35	242.10
Striping Sub Total										2,125.62
Total:										2,612.96

Source of Funding: *Street Sales Tax*
 Net Amount Change Order 1: \$2,612.96
 Previous Change Orders: \$0.00
 Original Contract Amount: \$72,416.68
 Total Contract Amount: \$75,029.64

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

APPROVED:

APPROVED:

Mark H. Bithe
 City of Fargo Engineer

S.H.P.

For Contractor

Mayor

Title

Attest

CHANGE ORDER

DATE OF ISSUANCE November 23, 2009 No. 1
 OWNER City of Fargo EFFECTIVE DATE November 23, 2009
 CONTRACTOR Hough Incorporated
 Contract: SW 09-02
 Project: Cell 17 and East Slope Partial Closure
 OWNER's Contract No. _____ ENGINEER's Contract No. _____
 ENGINEER Wenck Associate, Inc.

You are directed to make the following changes in the Contract Documents:

Description:

1) Change the Substantial Completion date to November 30, 2009 and change the Final Completion date to Spring 2010.

Reason for Change Order:

As indicated in said request, additional poor weather would further push schedule back. Included here, updated report "Excavation Progress & Site Condition Analysis" indicates conditions did not significantly improve throughout the second half of October. Considering additional poor weather days and related affect on production, substantial completion was, at times, sure to be sometime in 2010. Fortunately, conditions drastically improved in November. Furthermore, subsequent to a project meeting in the landfill office, we changed liner installation subcontractors as we felt the initial subcontractor did not realize the importance of a Fall liner installation was to us and the owner.

Attachments: (List documents supporting change)

Attached is a copy of documentation justifying the various additions and subtractions to the construction documents as well as a revised copy of the Drawings indicating work to be performed and included in the Change Order.

<p>Change in Contract Price:</p> <p>Original Contract Price</p> <p><u>\$ 1,164,195.00</u></p> <hr/> <p>Net Increase (Decrease) from previous Change Orders:</p> <p>Orders No. <u>0</u> to <u>0</u></p> <p><u>\$ 0.00</u></p> <hr/> <p>Contract price prior to this Change Order:</p> <p><u>\$ 1,164,195.00</u></p> <hr/> <p>Net increase (decrease) of this change order:</p> <p><u>\$ 0.00</u></p> <hr/> <p>Contract Price with all approved Change Orders:</p> <p><u>\$ 1,164,195.00</u></p>	<p>Change in Contract Times:</p> <p>Original Contract Times:</p> <p>Substantial Completion <u>October 15, 2009</u></p> <p>Ready for final payment <u>October 15, 2009</u></p> <hr/> <p>Net change from previous Change Orders No. <u>0</u> to <u>0</u></p> <p>Substantial Completion <u>0</u> days</p> <p>Ready for final payment <u>0</u> days</p> <hr/> <p>Contract Times prior to this Change Order:</p> <p>Substantial Completion <u>October 15, 2009</u></p> <p>Ready for final payment <u>October 15, 2009</u></p> <hr/> <p>Net increase (decrease) this Change Order:</p> <p>Substantial Completion <u>45</u> days</p> <p>Ready for final payment _____</p> <hr/> <p>Contract Times with all approved Change Orders:</p> <p>Substantial Completion <u>November 30, 2009</u></p> <p>Ready for final payment <u>Spring 2010</u></p>
---	---

RECOMMENDED:
 By: [Signature]
 Engineer (signature)
 Date: 11/25/09

APPROVED:
 By: [Signature]
 Owner (signature)
 Date: 11-25-09

ACCEPTED:
 By: [Signature]
 Contractor (signature) MICHAEL HOUGH PRESIDENT
 Date: 21 NOVEMBER 2009

22

REPORT OF ACTION

UTILITY COMMITTEE

Project No. 5728 Type: Request for Time Extension
 Location: 19th Avenue North Interceptor Sewer
 Date of Hearing: 12/02/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/14/09</u>
Project File	<u> </u>

Brenda Derrig, Senior Engineer, presented the attached request for a time extension for completion of Project 5728. The time extension is requested due to project delays as a result of excessive rain in October. Brenda recommended approval of the time extension to December 23, 2009.

On a motion by Mark Bittner, seconded by Terry Ludlum, the Utility Committee voted to approve a time extension to December 23, 2009 for Riley Bros. Construction on Project 5728.

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

ATTEST:

Bruce P. Grubb

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
 Commissioner Wimmer
 Commissioner Piepkorn

Brenda Derrig

From: Jeff Anderson [jeffa@rileybros.com]
Sent: Monday, November 16, 2009 3:09 PM
To: 'Rick Gunderson'; Brenda Derrig
Subject: 60" Fargo Job

Follow Up Flag: Follow up
Flag Status: Flagged

Riley Bros. Construction, Inc. would like an extension from the December 4th Date to December 23rd to allow the welding of the PVC Liner to finish due to the high ground water and rain delays. Please let us know if this is acceptable.

Jeff Anderson

Riley Bros. Construction, Inc.
PO Box 535
Morris, MN 56267

Phone # 320-589-2500
Fax # 320-589-2545

jeffa@rileybros.com

aa

REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA Type: Extension of Farm Lease Agreements
 Location: Varies
 Date of Hearing: 12/02/09

<u>Routing</u>	<u>Date</u>
City Commission	12/14/09
Project File	

Bruce Grubb, Enterprise Director, presented the attached memo and farm lease extension documents. The City currently has farm lease agreements on four parcels as described in the memo. The current farm lease agreements are due to expire on December 31, 2009. Therefore, staff had negotiated a 1-year extension with each tenant at a higher rental rate. The farm lease agreements will be rebid in 2010 for a new 3-year term.

On a motion by Al Weigel, seconded by Mike Williams, the Utility Committee voted to approve a 1-year extension of farm lease agreements with Larry Richard, Terry and Kay Compson, and Claude Richard for 2010.

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

ATTEST:



Bruce P. Grubb
 Enterprise Director

C: Commissioner Mahoney
 Commissioner Wimmer
 Commissioner Piepkorn



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

MEMORANDUM

November 23, 2009

To: Utility Committee

From: Bruce P. Grubb, Enterprise Director *BPG*

Re: Extensions of Farm Lease Agreements

The Water and Solid Waste Utilities have current farm lease agreements on four city-owned parcels of land which are due to expire on December 31, 2009. The four parcels and current tenants are listed below:

<u>Location</u>	<u>Parcel Size</u>	<u>Tenant</u>
Harwood Township	282 acres	Larry Richard
Reed Township	187 acres	Terry and Kay Compson
Barnes Township	78 acres	Larry Richard
Stanley Township	25 acres	Claude Richard

At this time, we propose a one-year extension to the agreements for the negotiated lease terms as summarized below. The farm lease agreements will be formally rebid in August, 2010.

<u>Location</u>	<u>Tenant</u>	<u>Current Rate</u>	<u>New Rate</u>
Harwood Township	Larry Richard	\$75	\$90
Reed Township	Terry and Kay Compson	\$76	\$90
Barnes Township	Larry Richard	\$65	\$90
Stanley Township	Claude Richard	\$65	\$90

Your consideration in this matter is greatly appreciated.

SUGGEST MOTION:

Approve a one-year extension of farm lease agreements with Larry Richard, Terry and Kay Compson, and Claude Richard for 2010.

Claude Richard

THIS AGREEMENT, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, herinafter called “Lessor”, and **CLAUDE RICHARD**, of 4300 88th Avenue South, Fargo, North Dakota 58104, hereinafter referred to as “Lessee”.

WITNESSETH:

WHEREAS, Lessee is a tenant of Lessor under a farm lease dated May 5, 2008, which lease expired December 31, 2009; and, located in the Northeast Quarter (NE1/4) of Section Five (5), Township One Thirty Eight (138) North of Range Forty-nine (49) West of the 5th P.M., all in the County of Cass and the State of North Dakota, being amended as follows:

Parcel 1

Commencing at the northwest corner of said Northeast Quarter; thence South 01 degrees 44 minutes 56 seconds East along the west line of said Northeast Quarter for a distance of 1139.47 feet to the Point of Beginning and the south line of a drainage ditch right-of-way; thence North 83 degrees 52 minutes 15 seconds East along said south right-of-way line for a distance of 137.17 feet; thence North 50 degrees 00 minutes 25 seconds East along said south right-of-way line for a distance of 518.03 feet; thence South 78 degrees 15 minutes 45 seconds East along said south right-of-way line for a distance of 320.30 feet; thence South 00 degrees 00 minutes 00 seconds West for a distance of 314.69 feet; thence South 25 degrees 56 minutes 23 seconds East for a distance of 243.98 feet; thence South 87 degrees 07 minutes 20 seconds West for a distance of 945.86 feet to the west line of said Northeast Quarter; thence North 01 degrees 44 minutes 56 seconds West along the west line of said Northeast Quarter for a distance of 299.12 feet to the Point of Beginning; containing 418,031 square feet or 9.60 acres more or less, and is subject to all easements and rights-of-way of record.

Parcel 2

Commencing at the northwest corner of said Northeast Quarter; thence south 01 degrees 44 minutes 56 seconds East along the west line of said Northeast Quarter a distance of 1498.60 feet to the Point of Beginning; thence North 87 degrees 07 minutes 20 seconds East a distance of 972.58 feet; thence South 25 degrees 56 minutes 23 seconds East a distance of 362.63 feet to the south line of the North Half of the South Half of said Northeast Quarter; thence South 85 degrees 44 minutes 40 seconds West along said south line a distance of 1122.07 feet to the west line of said Northeast Quarter; thence North 01 degrees 44 minutes 56 seconds West along said west line a distance of 360.70 feet to the Point of Beginning; containing 364,423 square feet or 8.37 acres more or less, and is Subject to all easements and rights-of-way of record.

WHEREAS, the parties have reached an agreement extending and amending the lease from its present expiration of December 31, 2009, until December 31, 2010; and,

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

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties hereby agree to extend the terms of the Farm Lease, above referenced, an additional one year so that the term of the Lease extends from January 1, 2010 through December 31, 2010. Subject to the provisions of this Extension of and Amendment of Lease, therefore, all the terms of the original Farm Lease shall apply to this additional extended term of one year.

2. Paragraph III of the Farm Lease, as extended and amended herein, shall, for purposes of the term of January 1, 2010 to December 31, 2010, read as follows:

Lessee agrees to pay Lessor, payable all in cash on or before April 1, for the 2010 year, for the above-described property, the sum of Three Thousand Six Hundred Seventy Seven Dollars and Forty Cents (\$3,677.40); that being Ninety Dollars (\$90.00) per acre; provided; however, that Lessee agrees that if a rent payment is not made on or before the said due date, Lessee shall pay a late charge of Two Hundred Dollars (\$200.00), as allowed by North Dakota law, in addition to any interest as described in paragraph XIII below.

3. In all other respects the said Farm Lease, above referenced, is in full force and effect.

DATED this ____ day of _____, 2009.

LESSOR:

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

ATTEST:

By _____
Dennis R. Walaker, Mayor

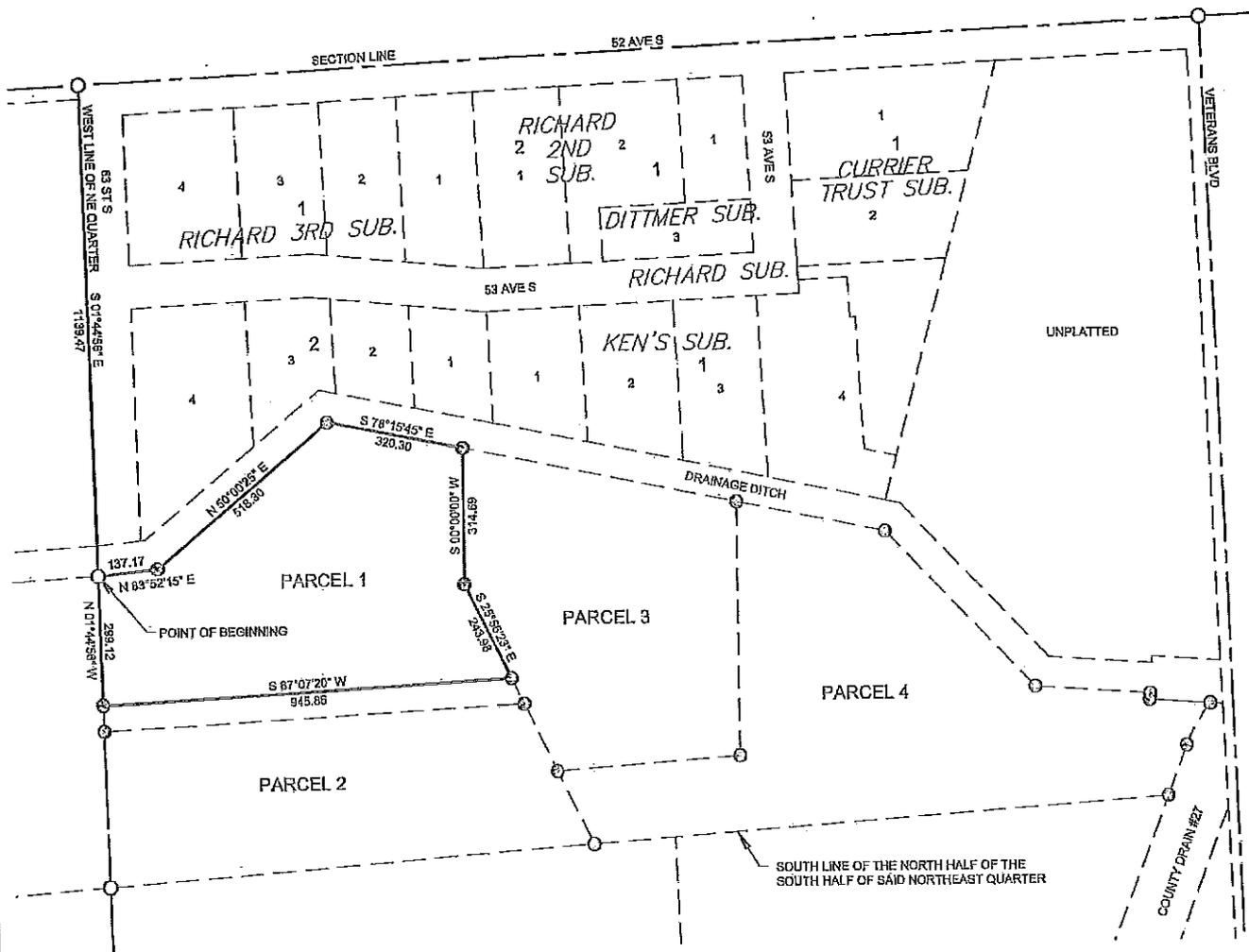
Steven Sprague, City Auditor

LESSEE:

Claude Richard, Lessee

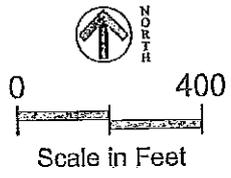
CERTIFICATE OF SURVEY

File: Fargo - P00803-2009-01 - GSR and plm station descriptions, Fargo GSR lot descriptions.dwg
 Date: 11/18/2009
 User: SES



CERTIFICATE OF SURVEYOR

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



LEGEND

- CORNER SET THIS SURVEY
- FOUND CORNER

Steven E. Swanson

Steven E. Swanson, PLS
ND 4185

Date: 11-19-2009

Date of Survey: 11-18-2009



2016 Washington St S.
Grand Forks, ND 58201
(701) 746-8087

OWNER: City of Fargo
200 3rd Street North
Fargo, ND 58201

DESCRIPTION:
Part of the NE Quarter, Section 5,
T138N, R49W, Cass County

PROJECT NUMBER
P00803-2009-01
SHEET
1 of 9

Plot Date: 11/18/2009
 User: SES

THIS AGREEMENT, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, herinafter called “Lessor”, and **LARRY RICHARD**, of 17177 50th Street South, Horace, North Dakota 58047, hereinafter referred to as “Lessee”.

WITNESSETH:

WHEREAS, Lessee is a tenant of Lessor under a lease dated November 30, 1998, which lease expired December 31, 2009; and, located in Barnes Township, Cass County, North Dakota, described as follows:

Part of the Northwest Quarter (NW1/4) of Section Four (4), Township One Hundred Thirty-nine (139) North of Range Forty-nine (49) West of the 5th P.M., all in the County of Cass and the State of North Dakota. Said parcel contains 78 acres more or less.

WHEREAS, the parties have reached an agreement extending and amending the lease from its present expiration of December 31, 2009, until December 31, 2010; and,

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

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties hereby agree to extend the terms of the Farm Lease, above referenced, an additional one year so that the term of the Lease extends from January 1, 2010 through December 31, 2010. Subject to the provisions of this Extension of and Amendment of Lease, therefore, all the terms of the original Farm Lease shall apply to this additional extended term of one year.

2. Paragraph III of the Farm Lease, as extended and amended herein, shall, for purposes of the term of January 1, 2010 to December 31, 2010, read as follows:

Lessee agrees to pay Lessor, payable all in cash on or before April 1, for the 2010 year, for the above-described property, the sum of Seven Thousand Twenty Dollars (\$7,020.00); that being Ninety Dollars (\$90.00) per acre; provided; however, that Lessee agrees that if a rent

payment is not made on or before the said due date, Lessee shall pay a late charge of Two Hundred Dollars (\$200.00), as allowed by North Dakota law, in addition to any interest as described in paragraph XIII below.

3. In all other respects the said Farm Lease, above referenced, is in full force and effect.

DATED this ____ day of _____, 2009.

LESSOR:

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

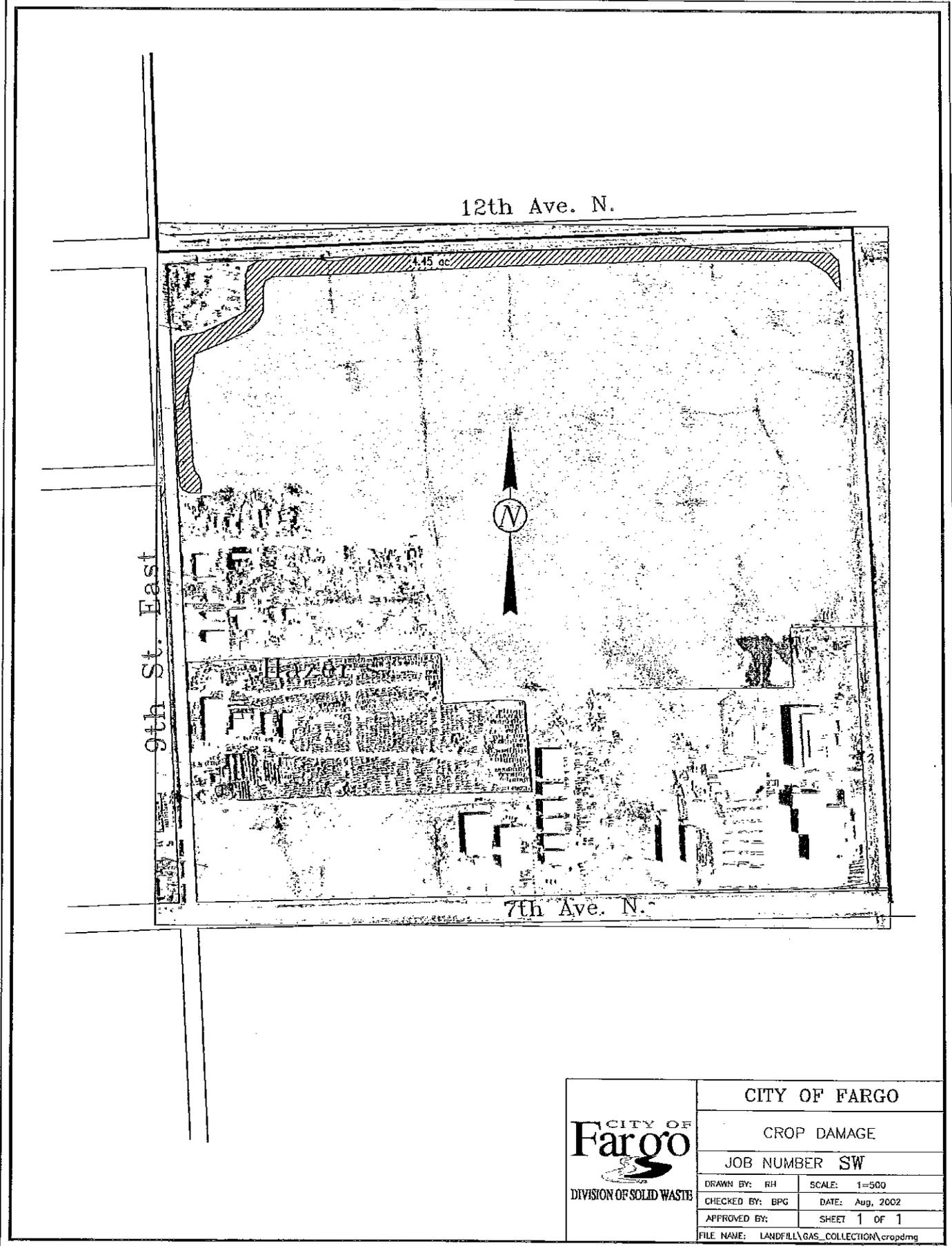
By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

LESSEE:

Larry Richard, Lessee



 CITY OF Fargo DIVISION OF SOLID WASTE	CITY OF FARGO	
	CROP DAMAGE	
	JOB NUMBER SW	
	DRAWN BY: RH	SCALE: 1=500
	CHECKED BY: BPG	DATE: Aug, 2002
APPROVED BY:	SHEET 1 OF 1	
FILE NAME: LANDFILL\GAS_COLLECTION\cropdmg		

EXTENSION OF AND AMENDMENT OF LEASE – 2010 FARM SEASON

Larry Richard

THIS AGREEMENT, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, herinafter called “Lessor”, and **LARRY RICHARD**, of 17177 50th Street South, Horace, North Dakota 58047, hereinafter referred to as “Lessee”.

WITNESSETH:

WHEREAS, Lessee is a tenant of Lessor under a lease dated November 30, 1998, which lease expired December 31, 2009; and, located in Harwood Township, Cass County, North Dakota, described as follows:

The South One-half (S1/2) of Section Sixteen (16), Township One Hundred Forty-one (141) North of Range Forty-nine (49) West of the 5th P.M., lying West of the North-South Township road, which road is situated on the East side of said Section, all in the County of Cass and the State of North Dakota. Said parcel contains 282 acres more or less.

WHEREAS, the parties have reached an agreement extending and amending the lease from its present expiration of December 31, 2009, until December 31, 2010; and,

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

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties hereby agree to extend the terms of the Farm Lease, above referenced, an additional one year so that the term of the Lease extends from January 1, 2010 through December 31, 2010. Subject to the provisions of this Extension of and Amendment of Lease, therefore, all the terms of the original Farm Lease shall apply to this additional extended term of one year.

2. Paragraph III of the Farm Lease, as extended and amended herein, shall, for purposes of the term of January 1, 2010 to December 31, 2010, read as follows:

Lessee agrees to pay Lessor, payable all in cash on or before April 1, for the 2010 year, for the above-described property, the sum of Twenty-five Thousand Three Hundred Eighty Dollars (\$25,380.00); that being One Hundred Dollars (\$90.00) per acre; provided; however, that Lessee agrees that if a rent

payment is not made on or before the said due date, Lessee shall pay a late charge of Two Hundred Dollars (\$200.00), as allowed by North Dakota law, in addition to any interest as described in paragraph XIII below.

3. In all other respects the said Farm Lease, above referenced, is in full force and effect.

DATED this ____ day of _____, 2009.

LESSOR:

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

LESSEE:

Larry Richard, Lessee

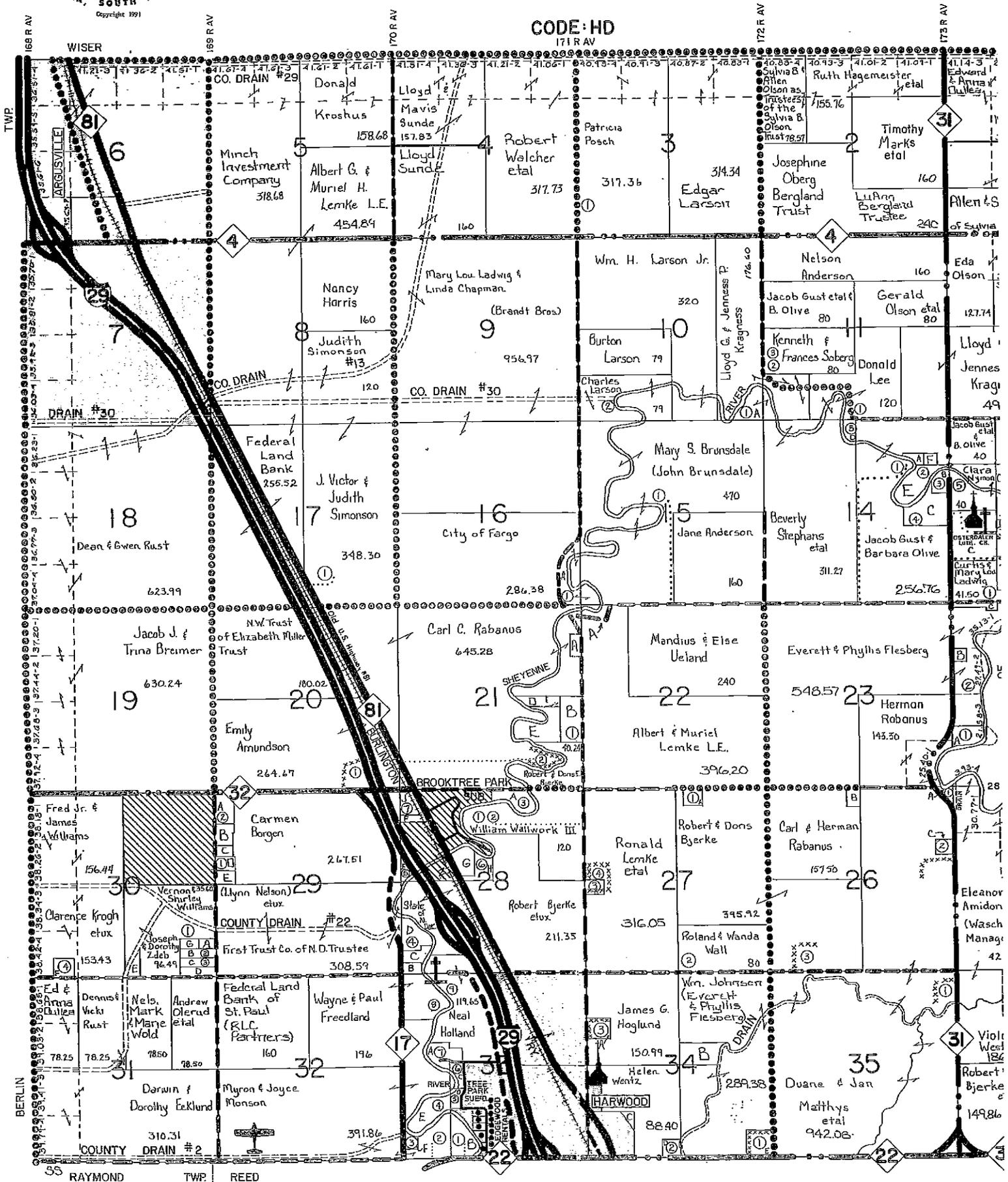
MAP OF HARWOOD



TOWNSHIP 141 N

RANGE 48 & 49 W

CODE: HD
171 R AV



EXTENSION OF AND AMENDMENT OF LEASE – 2010 FARM SEASON
Terry and Kay Compson

THIS AGREEMENT, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, herinafter called “Lessor”, and **TERRY COMPSON** and **KAY COMPSON** of 4830 174th Avenue SE, Horace, North Dakota 58047, hereinafter referred to as “Lessee”.

WITNESSETH:

WHEREAS, Lessees are tenants of Lessor’s predecessor-in-interest (Harold Gill Trust) under a lease dated June 17, 2003, which lease expired December 31, 2006 but Lessor agreed to extend said lease until December 31, 2009; and, located in Reed Township, Cass County, North Dakota, described as follows:

Northwest Quarter (NW1/4) and the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Ten (10), Township Forty (140) North of Range Forty-nine (49) West of the 5th P.M., all in the County of Cass and the State of North Dakota. Said parcel contains 187.2 acres more or less.

WHEREAS, the parties have reached an agreement extending and amending the lease from its present expiration of December 31, 2009, until December 31, 2010; and,

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

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties hereby agree to extend the terms of the Farm Lease, above referenced, an additional one year so that the term of the Lease extends from January 1, 2010 through December 31, 2010. Subject to the provisions of this Extension of and Amendment of Lease, therefore, all the terms of the original Farm Lease shall apply to this additional extended term of one year.
2. The Farm Lease, as extended and amended herein, shall, for purposes of the term of January 1, 2010 to December 31, 2010, read as follows:

Lessee agrees to pay Lessor, payable all in cash on or before April 1, for the 2010 year, for the above-described property, the sum of Sixteen Thousand Eight Hundred Forty Eight Dollars

\$16,848.00); that being Ninety Dollars (\$90.00) per acre; provided; however, that Lessee agrees that if a rent payment is not made on or before the said due date, Lessee shall pay a late charge of Two Hundred Dollars (\$200.00), as allowed by North Dakota law, in addition to any interest as described in paragraph XIII below.

3. In all other respects the said Farm Lease, above referenced, is in full force and effect.

DATED this ____ day of _____, 2009.

LESSOR:

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

LESSEE:

Terry Compson, Lessee

Kay Compson, Lessee

ddl

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5703

Type: Final Balancing Change Order No.1

Location: West portion of Woodhaven 5th Addition east of 45th St. and north of 52nd Ave. S

Date of Hearing: 12/8/09

<u>Routing</u>	<u>Date</u>
City Commission	12/14/09
PWPEC File	X
Project File	Cody Ellertson
Petitioners	
David W. Johnson	X

The Committee reviewed Final Balancing Change Order No. 1 for paving improvements in the west portion of Woodhaven Fifth Addition.

On a motion by Jim Gilmour, seconded by Mark Bittner, the Committee voted to recommend Change Order approval.

RECOMMENDED MOTION

Approve Final Balancing Change Order No. 1 in the amount of \$25,836.66 for District 5703.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 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
50% escrow deposit required		N/A

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
Pat Zavoral, City Administrator				
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X	Norm Scott	
Bruce Grubb, Enterprise Director				
Al Weigel, Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner

 Mark H. Bittner
 City Engineer

C: Bev Martinson

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5703
 Date Entered:
 Date Printed: 11/30/2009

Chg Ord No: 1
 For: Aggregate Industries

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
6	3660	Remove Asphalt Pavement	SY	60.00	0.00	60.00	-40.00	20.00	3.00	-120.00
6	3897	Temporary Construction Entrance	EA	2.00	0.00	2.00	-2.00	0.00	1,500.00	-3,000.00
6	4006	Imported Fill	CY	5,000.00	0.00	5,000.00	-290.00	4,710.00	6.70	-1,943.00
6	4013	Grade Boulevards	SY	14,000.00	0.00	14,000.00	2,541.00	16,541.00	0.42	1,067.22
6	4100	Concrete Curb & Gutter (Type I)	LF	6,940.00	0.00	6,940.00	62.60	7,002.60	10.50	657.30
6	4130	6" RC Driveway	SY	100.00	0.00	100.00	-30.00	70.00	43.00	-1,290.00
6	4138	4" RC Sidewalk	SY	1,612.00	0.00	1,612.00	12.91	1,624.91	32.50	419.58
6	4200	Aggregate for Asphalt Base Course	TON	3,200.00	0.00	3,200.00	659.37	3,859.37	27.50	18,132.68
6	4221	Asphalt Cement	GAL	43,100.00	0.00	43,100.00	5,797.85	48,897.85	2.35	13,624.95
6	4310	Remove Curb & Gutter	LF	30.00	0.00	30.00	11.80	41.80	4.00	47.20
6	4461	Install Watertight Manhole Seals	EA	16.00	0.00	16.00	-16.00	0.00	275.00	-4,400.00
6	4465	Install Watertight Manhole Seal Extension	EA	1.00	0.00	1.00	-1.00	0.00	145.00	-145.00
6	4606	Seeding with Hydro-mulch	SY	16,000.00	0.00	16,000.00	3,021.00	19,021.00	0.45	1,359.45
6	10001	Extra Item - replace broken conc MH cover	LS	0.00	0.00	0.00	1.00	1.00	901.74	901.74
Paving Sub Total										25,312.12
16	5017	#8 USE Cu Conductor	LF	3,917.00	0.00	3,917.00	-67.00	3,850.00	0.66	-44.22
16	5018	#6 USE Cu Conductor	LF	7,834.00	0.00	7,834.00	-134.00	7,700.00	0.81	-108.54
16	5074	1-1/2" Innerduct	LF	3,917.00	0.00	3,917.00	-67.00	3,850.00	2.70	-180.90
16	10002	Extra Item - added pull box	LS	0.00	0.00	0.00	1.00	1.00	858.20	858.20
Street Lighting Sub Total										524.54
Total:										25,836.66

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5703
 Date Entered:
 Date Printed: 11/30/2009

Chg Ord No: 1
 For: Aggregate Industries

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
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Source of Funding: *Special Assessment*
 Net Amount Change Order 1: \$25,836.66
 Previous Change Orders: \$0.00
 Original Contract Amount: \$624,133.06
 Total Contract Amount: \$649,969.72

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

APPROVED:

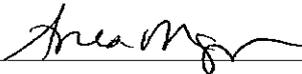
APPROVED:



Mark H. Butler
 City of Fargo Engineer

For Contractor

Mayor



Title

Attest

dd 2

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5770

Type: Final Balancing Change Order No.1

Location: Calico Prairie Addition
30th Ave. S from 43rd to 45th St.

Date of Hearing: 12/8/09

<u>Routing</u>	<u>Date</u>
City Commission	12/14/09
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	X

The Committee reviewed Final Balancing Change Order No. 1 for paving improvements in Calico Prairie Addition.

On a motion by Al Weigel, seconded by Steve Sprague, the Committee voted to recommend Change Order approval.

RECOMMENDED MOTION

Approve Final Balancing Change Order No. 1 in the amount of \$40,962.00 for District 5770.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessment

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 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, Director of Operations
 Steve Sprague, City Auditor

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			X
X	X		
X	X		
X	X	Norm Scott	
X	X		
X	X		

ATTEST:

Mark H. Bittner

 Mark H. Bittner
 City Engineer

C: Bev Martinson

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5770
 Date Entered:
 Date Printed: 11/23/2009

Chg Ord No: 1
 For: Border States Paving, 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. The contractor was delayed on his start date and subsequently much of the construction was impacted by wet fall conditions and carried over into the next construction season. The contract had several extras related to the wet fall weather conditions and the extension of the contract into the following year.

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
6	3896	Inlet Protection Type C	EA	9.00	-4.00	5.00	-4.00	1.00	130.00	-520.00
6	4000	Excavation	CY	4,600.00	-1,254.48	3,345.52	-1,254.48	2,091.04	3.10	-3,888.89
6	4002	Subcut	CY	2,700.00	808.94	3,508.94	808.94	4,317.88	3.60	2,912.18
6	4050	Geotextile Filter Fabric	SY	7,845.00	-3,348.58	4,496.42	-3,348.58	1,147.84	1.05	-3,516.01
6	4069	Gravel Base (Class 5) - 9"	SY	7,845.00	-3,348.58	4,496.42	-3,348.58	1,147.84	6.50	-21,765.77
6	4104	Concrete Curb & Gutter (Type II)	LF	3,320.00	115.30	3,435.30	115.30	3,550.60	9.20	1,060.76
6	4114	8" Reinforced PC Concrete Pavement	SY	20.00	93.92	113.92	93.92	207.84	52.40	4,921.41
6	4130	6" RC Driveway	SY	250.00	-250.00	0.00	-250.00	-250.00	36.20	-9,050.00
6	4138	4" RC Sidewalk	SY	100.00	-98.00	2.00	-98.00	-96.00	27.50	-2,695.00
6	4200	Aggregate for Asphalt Base Course	TON	2,890.00	85.65	2,975.65	85.65	3,061.30	28.00	2,398.20
6	4221	Asphalt Cement	GAL	37,170.00	2,804.13	39,974.13	2,804.13	42,778.26	1.50	4,206.20
6	4461	Install Watertight Manhole Seals	EA	4.00	-1.00	3.00	-1.00	2.00	300.00	-300.00
6	4465	Install Watertight Manhole Seal Extension	EA	4.00	-4.00	0.00	-4.00	-4.00	200.00	-800.00
6	4483	Curb Stop to Grade	EA	1.00	-1.00	0.00	-1.00	-1.00	300.00	-300.00
6	4493	Boulevard Gate Valve Boxes to Grade	EA	8.00	-8.00	0.00	-8.00	-8.00	225.00	-1,800.00
6	4606	Seeding with Hydro-mulch	SY	7,200.00	-4,085.74	3,114.26	-4,085.74	-971.48	1.35	-5,515.75
6	9035	4" Concrete Bike Trail	SY	1,302.00	19.23	1,321.23	19.23	1,340.46	27.30	524.98
6	11214	Extra Item - Geo Grid	SY	0.00	3,348.58	3,348.58	3,348.58	6,697.16	3.50	11,720.03
6	11215	Extra Item - crushed concrete	Ton	0.00	1,128.71	1,128.71	1,128.71	2,257.42	15.30	17,269.26
6	11216	Extra Item - class 5	Ton	0.00	1,486.53	1,486.53	1,486.53	2,973.06	13.30	19,770.85
6	11242	Extra Item - Allowance for extra barricades	EA	0.00	1.00	1.00	1.00	2.00	67.50	67.50
6	11474	Extra Item-AC adjustment for 2009	Ton	0.00	99.52	99.52	99.52	199.04	175.73	17,488.65
6	11476	Extra Item-Equipment and labor for drying site	LS	0.00	1.00	1.00	1.00	2.00	6,000.00	6,000.00
6	11477	Extra Item- ADA panels	SF	0.00	32.00	32.00	32.00	64.00	50.00	1,600.00
Paving Sub Total										39,788.60
16	5018	#6 USE Cu Conductor	LF	4,995.00	465.00	5,460.00	465.00	5,925.00	1.05	488.25
16	5053	100W HPS Lum. (Decorative) w/Standard	EA	1.00	2.00	3.00	2.00	5.00	1,860.00	3,720.00
16	5057	100W HPS Lum. (Decorative) w/Standard (MSO)	EA	3.00	-2.00	1.00	-2.00	-1.00	1,650.00	-3,300.00
16	5075	Concrete Base	EA	1.00	1.00	2.00	1.00	3.00	260.00	260.00
Street Lighting Sub Total										1,168.25
183	7753	Diamond Grade Cubed Signs	SF	11.25	0.25	11.50	0.25	11.75	20.60	5.15
Signing & Striping Sub Total										5.15
Total:										40,962.00

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5770
 Date Entered:
 Date Printed: 11/23/2009

Chg Ord No: 1
 For: Border States Paving, 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. The contractor was delayed on his start date and subsequently much of the construction was impacted by wet fall conditions and carried over into the next construction season. The contract had several extras related to the wet fall weather conditions and the extension of the contract into the following year.

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
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Source of Funding: *Special Assessment*
 Net Amount Change Order 1: \$40,962.00
 Previous Change Orders: \$0.00
 Original Contract Amount: \$374,642.25
 Total Contract Amount: \$415,604.25

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

APPROVED:

APPROVED:

Mak H. Bittner

City of Fargo Engineer

X
 For Contractor

Mayor

Title

Attest

COMP: fgo - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Page 135

Impr Dist No: 5770

Chg Ord No: 1

Date Entered:

For: Border States Paving, Inc.

Date Printed: 11/23/2009

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. The contractor was delayed on his start date and subsequently much of the construction was impacted by wet fall conditions and carried over into the next construction season. The contract had several extras related to the wet fall weather conditions and the extension of the contract into the following year.

Section No.	Item Description	Unit	Order Qty	Prev C/O Qty	Current C/O Qty	Total Qty	Unit Price	C/O Extension
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Source of Funding:

Net Amount Change Order 1: \$40,962.00
 Previous Change Orders: \$0.00
 Original Contract Amount: \$374,642.25
 Total Contract Amount: \$415,604.25

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

For Contractor

Mayor

Title

Attest

RECEIVED TIME NOV. 25. 8:35AM

ONE PRINT TIME NOV. 25. 8:37AM 600Z '09 'NON

dd 3

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5817

Type: Final Balancing Change Order No. 1

Location: Amber Valley Addition
23rd to 26th Avenue South
Along Bike Easement

Date of Hearing: 12/08/09

<u>Routing</u>	<u>Date</u>
City Commission	12/14/09
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	X

The Committee reviewed Final Balancing Change Order No. 1 for Bike Trail improvements in Amber Valley Addition.

On a motion by Al Weigel, seconded by Jim Gilmour, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Final Balancing Change Order No. 1 in the amount of \$15,374.14 for District No. 5817.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 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	
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				
Al Weigel, Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

Cc: Bev Martinson

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5817
 Date Entered:
 Date Printed: 12/01/2009

Chg Ord No: 1
 For: Specialized Contracting

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
61	3001	12" PVC Storm Sewer	LF	655.00	0.00	655.00	-69.75	585.25	16.48	-1,149.48
61	3452	B Inlet	EA	1.00	0.00	1.00	-1.00	0.00	1,545.25	-1,545.25
61	3654	Remove & Replace Curb & Gutter	LF	24.00	0.00	24.00	1.00	25.00	28.25	28.25
61	4006	Imported Fill	CY	1,800.00	0.00	1,800.00	2,122.00	3,922.00	7.25	15,384.50
61	4027	Strip & Respread Topsoil	SY	6,400.00	0.00	6,400.00	3,600.00	10,000.00	1.35	4,860.00
61	4490	Castings to Grade	EA	1.00	0.00	1.00	-1.00	0.00	235.90	-235.90
61	7751	High Intensity Prismatic Signs	SF	12.50	0.00	12.50	34.00	46.50	15.66	532.44
61	7755	Sign Assembly & Anchor	EA	2.00	0.00	2.00	1.00	3.00	97.85	97.85
61	9006	6" Concrete Sidewalk	SY	85.00	0.00	85.00	-47.67	37.33	41.25	-1,966.39
61	9035	4" Concrete Bike Trail	SY	2,500.00	0.00	2,500.00	-145.89	2,354.11	26.05	-3,800.43
61	9064	Excavation (Excess)	CY	150.00	0.00	150.00	378.00	528.00	7.15	2,702.70
61	11436	Extra Item	SY	0.00	0.00	0.00	8.47	8.47	55.00	465.85
Bike Trail Sub Total										15,374.14
										Total: 15,374.14

Source of Funding: *Special Assess*
 Net Amount Change Order 1: \$15,374.14
 Previous Change Orders: \$0.00
 Original Contract Amount: \$129,731.45
 Total Contract Amount: \$145,105.59

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

APPROVED:

APPROVED:

Mark H. Bethe

City of Fargo Engineer

Ben A. Her...

For Contractor

Mayor

President

Title

Attest