

FARGO CITY COMMISSION AGENDA  
Monday, June 15, 2009 - 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 15, 2009).

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

- a. Receive and file Year to Date – Budget to Actual Report for May 2009.
- b. Election workers for the June 30, 2009 Special Election.
- c. Renewal of 2009-2010 Alcoholic Beverage and Live Entertainment licenses.
- d. Agreement with Modern Information Systems to provide NSF check recovery services.
- e. Grant application for American Recovery and Reinvestment Funds for fire protection improvements in Fargo's downtown and near southside.
- f. Community Development Committee recommendation for downtown projects to receive 2009 CDBG funds.
- g. Request from Beyond Shelter, Inc. to access \$80,000 from the City's HOME housing set-aside fund for the Cooper House development.
- h. Acceptance of the 2009 allocation from the Fargo-Moorhead Area Foundation and the Barry Foundation to assist with operations at the Gladys Ray Shelter.
- i. Contract with the North Dakota Department of Health for Epidemiology and Laboratory Capacity Program (West Nile Virus) (CFDA #93.283).
- j. Interlocal Agreement with West Fargo and Cass County relative to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (CFDA #16.738).
- k. Application filed by Home Builders Care of F-M Foundation, Inc. for a 5-year tax exemption for improvements made to a building at 923 5th Avenue South.
- l. Extension of the noise ordinance to 11:00 p.m. on July 31 and August 1 for the Fargo Blues Festival.
- m. Request from the Multiple Sclerosis Society to hang banners in the skyway from June 16 to July 27, 2009 to promote Bike MS: Ride the Wind.
- n. Mosquito Control Agreement with Cass County for the 2009 season and First Amendment to the Mosquito Spraying Agreement with Airborne Custom Spraying.

## Site Authorizations for Games of Chance:

- (1) ShareHouse, Inc. at the Prairie Rose Inn.
- (2) The ARC Upper Valley, Inc. at JT Cigarros.

- p. Application filed by Steve Weidner FM Junior Tour for a calendar raffle from 7/1/09 through 6/30/10.
- q. Change orders for the Main Library: Nos. G-11, M-7 and E-4 revising the completion date to 4/20/09; No. G-12 for an increase of \$29,782; No. M-8 for an increase of \$3,104; and No. E-5 for an increase of \$913.56.
- r. Consent to the assignment and assumption of the lease between Greyhound Lines, Inc. and Jefferson Lines, Inc.
- s. Accept proposal from T.L. Stroh Architects to provide assistance for flood damage restoration.
- t. Accept proposal from RM Hoefs & Associates, Inc. to prepare appraisals for the flood property acquisition program.
- u. Scope of Work and Cost Proposal from Moore Engineer for analyzing Red River Diversion alternatives (Project No. 5683-05).
- v. Declaration Concerning Dedication Agreement (Project No. 5656).
- w. Agreement with the Moorhead Public Service Commission for Transmission Line Relocation (Project No. 5803).
- x. Relinquishment of Easement for property owned by Luella Holmquist (Project No. 5656).
- y. Acquisition of Lot 2, Block 1, Town Square Village Second Addition for a new recyclables/yard waste drop-site.
- z. Application for bonding authority under the 2009 CREBs program for a wind turbine project on the Southwest Quarter of the Northwest Quarter of Section 28, T140, R57.
- aa. Task Order with Ulteig Engineers in the amount of \$108,150 for design and construction administration of a project to upgrade clarifiers at the Wastewater Treatment Plant.
- bb. Change Order No. 2 for an increase of \$23,615 for the 64th Avenue South Water Tower.
- cc. Addendum #1 to the Transportation Planning Agreement with FM Metro COG for the University Drive Corridor Study.
- dd. Agreement Regarding Special Assessments for property owned by Prairie Grove, Inc.
- ee. Purchase Agreement with SKA Investments, LLP for a Permanent Sanitary Sewer Easement and Temporary Construction Easement (Improvement District No. 5726).
- ff. Bid advertisements for Project Nos. 5660, 5879 and 5896.
- gg. Contracts and bonds for Project Nos. 5656, 5867, 5838-01 and 5872-01.
- hh. Bills.

Page 3 Bid awards for Improvement District Nos. 5817 and 5861.

- jj. Create Improvement District Nos. 5706-1, 5863, 5890 and 5891.
- kk. Contract and bond for Improvement District No. 5729.

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

1. Consider projects to be included in a Department of Energy Recovery Act grant application.
2. Discuss attendance at City Commission meetings via telephone connection.
3. Public Hearings - 5:15 p.m.:
  - a. WITHDRAWN – This was the time advertised for a hearing on an application filed by Agassiz Investment Co. of Fargo, LLC/Magnum Contracting for property tax exemption for a project at 1266 North Fayland Drive, however, the applicant has withdrawn the request.
  - b. Name Change Plat of a portion of 57th Street South from Interstate 94 to 64th Avenue South to be renamed Veteran's Boulevard.
    - (1) Approval recommended by the Planning Commission on 5/13/09.
  - c. Plat of Lindenwood Park Addition being a plat of all of Government Lot 2, Section 17; all of Government Lot 4, part of Government Lot 5 and part of the Southwest Quarter of the Southeast Quarter of Section 18; all in T139N, R48W (1901 Roger Maris Dr. S.).
    - (1) Approval recommended by the Planning Commission on 2/11/09.
  - d. Plat of Adams Seventh Addition, a replat of Blocks 1, 2 and 3 of Adams Sixth Addition and an unplatted portion of the east half of Section 22, T139N, R49W (2810 38th St. S.; 2952, 2975, 2980 and 2991 39th St. S.; and 2820 and 2852 Thunder Rd. S.).
    - (1) Approval recommended by the Planning Commission on 6/10/09.
  - e. Davies First Addition; approval recommended by the Planning Commission on 2/11/09 (7150 25th St. S.):
    - (1) Petition requesting a zoning change from AG, Agricultural to SR-4, Single-Dwelling on proposed Lot 1, Block 2.
    - (2) Plat of Davies First Addition, part of the west half of Section 12, T138N, R49W.
    - (3) 1st reading of rezoning Ordinance.
  - f. C & G Addition; approval recommended by the Planning Commission on 4/8/09 (5001 Amber Valley Parkway S.):
    - (1) Petition requesting a zoning change from AG, Agricultural to the following: MR-3, Multi-Dwelling on Lot 1, Block 1 and LC, Limited Commercial on Lot 2, Block 1.
    - (2) Plat of C & G Addition.
    - (3) 1st reading of rezoning Ordinance.
4. Recommendation from the Planning staff regarding the moratorium placed on LED signs (tabled at the 6/1/09 Regular Meeting).

Page 5 4 Waive the requirement to receive and file an Ordinance one week prior to first reading and first reading of an Ordinance Annexing a Certain Parcel of Land Lying in the North Half of the East Half of the Northwest Quarter of Section 13, T138N, R49W.

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

Minutes are available on the City of Fargo Web site at [www.cityoffargo.com/commission](http://www.cityoffargo.com/commission)

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

	2009 BUDGET	2009 ACTUAL	VARIANCE
REVENUES:			
310 Taxes	\$ 16,776,890	\$ 16,334,417	\$ (442,473)
320 Licenses & Permits	1,144,150	926,441	(217,709)
350 Fines & Traffic Tickets	967,070	928,282	(38,788)
330 Intergovernmental Revenue	6,149,233	5,136,398	(1,012,835)
340 Charges for Services	5,637,920	2,788,749	(2,849,171)
360 Interest	791,665	974,849	183,184
361/5 Miscellaneous Revenue	91,060	139,557	48,497
370 Police RRRDC	-	-	-
390 Other Financing Sources	3,990,445	3,254,213	(736,232)
<b>TOTAL REVENUES:</b>	<b>\$ 35,548,433</b>	<b>\$ 30,482,906</b>	<b>\$ (5,065,527)</b>
0500 City Administrator	1,877,519	\$ 1,522,148	\$ 355,371
1000 Finance	2,787,033	2,771,585	15,448
2000 Planning & Development	3,200,201	2,515,091	685,110
3000 Public Works	5,024,284	4,486,554	537,730
4000 Fire Department	3,502,968	3,025,621	477,347
5000 Police	5,316,555	4,719,006	597,549
6000 Health	3,051,310	2,693,561	357,749
7000 Library	1,198,390	979,191	219,199
8001 Commission	225,742	207,205	18,537
8005 Civic Center	214,615	198,450	16,165
8540 Social Services	301,000	294,685	6,315
8541 Homeless Shelter / Detox	159,855	111,228	48,627
8550 Capital Outlay	1,079,014	637,925	441,089
8570 Contingency	-	(809)	809
9001 Transfers	431,975	485,145	(53,170)
<b>TOTAL OF EXPENDITURES</b>	<b>\$ 28,370,461</b>	<b>\$ 24,646,586</b>	<b>\$ 3,723,875</b>
<b>EXCESS REV OVER (UNDER) EXPENDITURES</b>	<b>\$ 7,177,972</b>	<b>\$ 5,836,320</b>	<b>\$ (1,341,652)</b>



## Finance Office

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

(b)

### MEMORANDUM

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TO: Board of City Commissioners  
FROM: Steven Sprague, City Auditor  
SUBJECT: Election Workers  
DATE: June 3, 2009

Attached is the complete listing of election workers for the June 30<sup>th</sup> 2009 City of Fargo Special Election. Please approve the list of election workers.

**Recommended Motion:**

**Approve the complete list of election workers.**



**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 11-01 (OLIVET LUTHERAN CHURCH)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Joshua Duncan	458 Elmwood Avenue Fargo ND 58103	235-0221	Inspector
Jeri Ekstrom	1472 5 <sup>th</sup> St S Fargo ND 58103	235-3787	Judge
Carolyn Hodny	2819 Southgate Dr Fargo ND 58103	799-5857	Judge
Wes Myhre	446 Elmwood Avenue Fargo ND 58103	232-0213	Judge
Jennifer Lovell-Luebke (Gate City)	1641 12 <sup>th</sup> Ave S Fargo ND 58103	W-298-2833 C-306-9252	Clerk
Hazel Ashworth	2307 N Flickertail Dr S Fargo ND 58103	232-6315	Clerk
Phyllis Peterson	2808 Hickory St N Fargo ND 58102	232-8085	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 11-02 (DOUBLEWOOD INN)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Jan McLean	1434 West Gateway Circle Fargo ND 58103	232-0213	Inspector
Joyce Remmick	1435 33 <sup>rd</sup> St S #109 Fargo ND 58103	277-3110	Judge
Anastasia Krumm	1410 20 <sup>th</sup> Street South Fargo ND 58103	232-1534	Judge
Robert Remmick	1435 33 <sup>rd</sup> St. S. #109 Fargo ND 58103	277-3110	Clerk
Diane Widhalm	1102 23 <sup>rd</sup> St S Unit 12 Fargo ND 58103	478-3794	Clerk

**\*\* 2 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 21-01 (ROBERT D. JOHNSON REC CENTER)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Barbara Booth	916 7th Street South Fargo, ND 58103	232-4035	Inspector
Neil Krumm	1410 20 <sup>th</sup> Street South Fargo ND 58103	232-1534	Judge
Vetta Loveland	709 17 <sup>th</sup> St S Fargo ND 58103	237-4040	Judge
Carol Lindemann	601 9 <sup>th</sup> St S Apt 2 Fargo ND 58103	232-1170	Clerk
Anne Moynihan	809 6 <sup>th</sup> Street South Fargo ND 58103	235-7524	Clerk

**\*\* 2 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 21-02 (FARGO CIVIC CENTER)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Bob Stein	111 Roberts St N Apt 2 Fargo ND 58102	232-6864	Inspector
Cheryl Peterson	1312 3 <sup>rd</sup> Ave N Fargo ND 58102	235-8338	Judge
Vanessa Loveland	1440 10 <sup>th</sup> Ave S Fargo ND 58103	232-7225	Judge
Christina Peterson	1312 3 <sup>rd</sup> Ave N Fargo ND 58102	235-8338	Clerk
Edward Janzen	1402 East Gateway Cir S Apt J Fargo ND 58103	318-2053	Clerk

**\*\* 2 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 27-01 (WEST ACRES – MAIN ENTRANCE)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Richard Brothers	321 Prairiewood Cir S Fargo ND 58103	232-7999 371-4836	Inspector
Luanna Vetter	18 Birch Lane Fargo ND 58103	232-8420	Judge
Helena Kriens	522 42 <sup>nd</sup> St S Apt 284 Fargo ND 58103	277-7144	Judge
Bertha Thomas (Gate City)	4926 10 <sup>th</sup> Ave S Fargo ND 58103	298-2579 Work #	Clerk
Derek Carlson	4808 50 <sup>TH</sup> Ave S Fargo ND 58104	306-5682	Clerk
Rita Lorenz	1618 East Gateway Cir S Apt 102 Fargo ND 58103	816-519-8367	PT Clerk 6am-1pm
Judy Lund	3238 16 <sup>th</sup> Ave S Apt. 202 Fargo ND 58103	293-3986	PT Clerk 1pm-End

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 27-03 (SOUTHWEST HOCKEY ARENA)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Sharon Fletcher	4310 46 <sup>th</sup> Ave S Fargo ND 58104	367-7804	Inspector
Amanda Noce	390 7 <sup>th</sup> Ave S Fargo ND 58103	212-6537	Judge
Henry Wulff	555 40 <sup>th</sup> St S Apt 242 Fargo ND 58103	282-3114	Judge
Eileen Spitzer	4684 8 <sup>th</sup> Ave S Fargo ND 58103	282-4180	Clerk
Darcey Beling	3206 2 <sup>nd</sup> St N Fargo ND 58102	293-0135	Clerk

**\*\* 2 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 27-04 (CALVARY UNITED METHODIST CHURCH)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Shannon Rieman	1001 44 <sup>th</sup> Street S Fargo ND 58102	476-7882	Inspector
Mavis Madsen	3719 Burritt St S Fargo ND 58104	232-8716	Judge
Joel Simons	1625 American Way S Fargo ND 58103	293-6662	Judge
Mike Turchin (Gate City)	3330 42 <sup>nd</sup> St S Apt 301 Fargo ND 58104	271-2601 Work #	Clerk
Eleanore Demers	4148 Woodhaven St S Fargo ND 58104	282-2881	PT Clerk 6a-12:30p
Kristin Stoick	4149 Arthur Dr Fargo ND 58104	729-9284	PT Clerk 12:30p-End
Betty Stanaway	1011 Southwood Dr Fargo ND 58103	232-1805	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 27-05 (RIVERVIEW PLACE)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Gordon Risa	3706 20 <sup>th</sup> St S Fargo ND 58104	235-9231	Inspector
Debra Lettenmaier	4936 21 <sup>st</sup> Ave S Fargo ND 58103	388-3168	Judge
Cody Glaser	806 49 <sup>th</sup> St S Fargo ND 58103	306-9353	Judge
Gloria Bougie	1250 52 <sup>nd</sup> Ave S Apt 101 Fargo ND 58104	293-6782	Clerk
Andrew Weiss	1612 9 <sup>th</sup> St S Fargo ND 58103	793-2413	Clerk

**\*\* 2 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 41-01 (BETHEL EVANGELICAL FREE CHURCH)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Shirley Blake	2313 26th Avenue South Fargo ND 58103	293-9953	Inspector
Fran Graalum	111 Prairiewood Dr Fargo ND 58103	234-0079	Judge
Barry (Denzil) Kutzer	1802 34 <sup>th</sup> St S Fargo ND 58103	232-8718	Judge
Rebecca Engbrecht (Gate City)	3316 28 <sup>th</sup> Ave S Fargo ND 58103	298-2433 Work #	Clerk
Sandra Kutzer	1802 34 <sup>th</sup> St S Fargo ND 58103	232-8718	Clerk
Janelle Diemert	2211 17 <sup>th</sup> St S Apt 12 Fargo ND 58103	232-5759	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 41-02 (FIRST ASSEMBLY OF GOD)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
David Demarais	3301 Par St N Fargo ND 58102	293-9042	Inspector
Paula Thomas	3428 42 <sup>nd</sup> Ave S Fargo ND 58104	371-5713	Judge
Rhonda Loberg	3322 23 <sup>rd</sup> Ave S PO BOX 7252 Fargo ND 58106	361-5755	Judge
Leo Peterson	3218 35 <sup>th</sup> Ave S Fargo ND 58104	293-7503	Clerk
Elizabeth Demarais	3301 Par St N Fargo ND 58102	293-9042	Clerk
Pat Swanson	3517 28 <sup>th</sup> St S Fargo ND 58104	293-0398	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 44-01 (EL ZAGEL SHRINE)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Annette Sprague	1301 4 <sup>th</sup> St N Fargo ND 58102	298-3923	Inspector
Kay Welk	1371 High Point Dr N Fargo ND 58102	232-3461	Judge
Beth Berg	1530 Broadway N Fargo ND 58102	232-6677	Judge
Matthew Sprague	1301 4 <sup>th</sup> St N Fargo ND 58102	298-3923	Clerk
Amanda Malaski	222 26 <sup>th</sup> Ave N Fargo ND 58102	388-6354	Clerk
Donald Peterson	2808 Hickory St N Fargo ND 58102	232-8085	PT Clerk 6am-1pm
Patricia Kotta (Gate City)	40 14 <sup>th</sup> Ave N Fargo ND 58102	293-2420 Work #	PT Clerk 1PM - End

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 44-02 (TROLLWOOD VILLAGE MALL)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Carolyn Monzingo	306 29 <sup>th</sup> Ave N Fargo ND 58102	232-3669	Inspector
Jenrose Isgrig	3102 3 <sup>rd</sup> St N Fargo ND 58102	298-8514	Judge
Don Galitz	2843 Evergreen Rd Fargo ND 58102	237-0773	Judge
Barbara Janke	509 29 <sup>th</sup> Ave N Apt 12 Fargo ND 58102	237-3993	Clerk
Natalie Abbott (Gate City)	2961 Peterson Pkwy N Fargo ND 58102	298-2847 Work #	PT Clerk 6am-1pm
Carol Hoss	13 36 <sup>th</sup> Ave NE Fargo ND 58102	235-2866	PT Clerk 1pm-End
Betty Patterson	118 24 <sup>th</sup> Ave N Fargo ND 58102	235-2494	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 45-01 (FARGODOME)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Martha Berryhill	1354 12th Street North Fargo ND 58102	235-9165	Inspector
Karen Bakkegard	73 16 <sup>th</sup> Ave N Fargo ND 58102	232-2337	Judge
Donna Hammond	1411 University Dr N Fargo ND 58102	237-4821	Judge
Ron Hanson	350 26 <sup>th</sup> Ave N Apt 204 Fargo ND 58102	235-1227	Clerk
Sheryl McIntyre	1420 4 <sup>th</sup> St N Fargo ND 58102	235-9065	Clerk
Derik Demais	1638 12 <sup>th</sup> St N Fargo ND 58102	476-6057	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 45-02 (KNOLLBROOK COVENANT CHURCH)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Ed Stalheim	3745 10 <sup>th</sup> Street N Fargo ND 58102	235-8134	Inspector
Alvin Fragodt	3109 9½ St N Fargo ND 58102	237-9237	Judge
Hollis Quamme	3125 7 <sup>th</sup> St N Fargo ND 58102	235-4678	Judge
Lynette Seminole	2818 28 <sup>th</sup> St N Apt 1 Fargo ND 58102	793-2340	Clerk
Shirley Labine	715 32 <sup>nd</sup> Ave N Apt 201 Fargo ND 58102	235-8034	Clerk

**\*\* 2 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 46-01 (PRAIRIE ROSE INN & CONFERENCE CENTER)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Diane Briggs	1015 24 <sup>th</sup> Ave S Fargo ND 58103	237-4469	Inspector
Em Laskey	2711 12 <sup>th</sup> St S Fargo ND 58103	232-5278	Judge
Pat Beck	2519 W Ctry Club Dr #9 Fargo ND 58103	232-8195	Judge
Susan Spooner	3625 11 <sup>th</sup> St S Apt 303 Fargo ND 58103	212-9911	Clerk
Jennifer Swenson	3520 19 <sup>th</sup> St S Fargo ND 58104	429-7657	Clerk
Linda Fiocchi	3134 23 <sup>rd</sup> St S Fargo ND 58103	293-5393	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
PRECINCT 46-02 (ATONEMENT LUTHERAN CHURCH)  
DONE**

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Position</u>
Nancy Smith	1507 36th Avenue South Fargo ND 58103	293-8047	Inspector
Donna Fluge	2127 58 <sup>th</sup> Ave S Unit C Fargo ND 58104	235-8554	Judge
Nick Moret	5855 24 <sup>th</sup> St S Unit 205 Fargo ND 58104	237-6579	Judge
Alice Prokop	5427 University Dr S Unit B Fargo ND 58104	235-1548	Clerk
Arlene Moret	5855 24 <sup>th</sup> St S Unit 205 Fargo ND 58104	237-6579	Clerk
Bonnie Larsen	3625 11 <sup>th</sup> St S #203 Fargo ND 58103	234-9678	Clerk

**\*\* 3 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
EARLY VOTING BOARD**

Richard Brothers	321 Prairiewood Cir S Fargo ND 58103	232-7999 371-4836	Inspector
Luanna Vetter	18 Birch Lane Fargo ND 58103	232-8420	Judge
John Monzingo	306 29 <sup>th</sup> Ave N Fargo ND 58102	232-3669	Judge
Alice Prokop	5427 University Dr S Unit B Fargo ND 58104	235-1548	Clerk
Leo Peterson	3218 35 <sup>th</sup> Ave S Fargo ND 58104	293-7503	Clerk
Susan Spooner	3625 11 <sup>th</sup> St S Apt 303 Fargo ND 58103	212-9911	Clerk
Janice Aakre	1845 49 <sup>th</sup> St S Fargo ND 58103	893-9143	Clerk
Danielle Stenhjem (Youth Commission)	1525 36 ½ Ave S Fargo ND 58103	232-9365	PT Clerk 10:30a-3:30p
Lynette Seminole	2818 28 <sup>th</sup> St N Apt 1 Fargo ND 58102	793-2340	PT Clerk 3:30p-7:30p

**\*\* 5 clerks**

**2009 CITY OF FARGO SPECIAL ELECTION WORKERS  
ABSENTEE BOARD**

Carol Sawicki	3110 Edgewood Dr N Fargo ND 58102	232-5676	Inspector
William Parker	3419 Maple St N Fargo ND 58102	235-9933	Judge
Raymond Shannon	905 6 <sup>th</sup> St S Fargo ND 58103	235-6314	Judge
Jamie Kinne	2415 15 <sup>th</sup> St S Fargo ND 58103	446-7628	Judge
Phyllis Jarvis	402 31 <sup>st</sup> Ave N Apt 303 Fargo ND 58102	298-3011	Judge
Sylvia Holm	1372 12 <sup>TH</sup> Ave S Fargo ND 58103	232-0435	Judge
Loren Messner	4311 15 <sup>th</sup> Ave S Apt 113 Fargo ND 58103	282-7732	Judge



## MEMORANDUM

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**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** STEVEN SPRAGUE, CITY AUDITOR

**SUBJECT:** 2009-2010 ALCOHOL BEVERAGE AND LIVE ENTERTAINMENT  
LICENSE RENEWAL

**DATE:** JUNE 15, 2009

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Attached is a list of 144 alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through June 30, 2010. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

All food and alcohol sales ratio reports are on file in the Auditor's Office and may be reviewed upon your request.

The licenses are eligible for renewal after fulfilling the renewal requirements. The renewal requirements include:

- Completion and submission of license renewal form
- Attendance at a mandatory renewal meeting
- Submission of a current roster including hiring date
- All servers and wait staff must have attended server training
- Submission of a CPA statement or sales tax forms indicating the food percentage has been met (where applicable)

If you have any questions regarding this matter, please feel free to contact me.

**Recommended Motion:**

Approve the renewal of the attached Liquor and Live Entertainment licenses until June 30, 2010, upon the condition that all of the elements required for renewal are present by June 30, 2009.

<u>DBAName</u>	<u>BuildingLocation</u>	<u>LicenseClass</u>	<u>LicenseNumber</u>	<u>LicenseFee</u>
Doolittles Woodfire Grill	2112 25 St S	FA	19	1700
Hotel Donaldson	101 Broadway	ABH-RZ	1	2350
Buffalo Wild Wings Grill & Bar	1501 42 St SW	A	2	1700
Hu Hot	1801 45 St S Unit J	GH	25	700
Village West Liquors	4101 13 Ave S	B	1	1400
Royal Liquors	1606 Main Avenue	B	3	1400
Barnstormer	Hector International Airport	A	1	1700
Ground Round Restaurant	2902 13th Avenue SW	A	3	1700
Olive Garden	4339 13th Avenue SW	A	4	1700
Paradiso	801 38th Street South	A	5	1700
Red Lobster	4215 13th Avenue South	A	6	1700
Slammer's Sports Bar	707 28th Avenue North	A	7	2050
Borrowed Bucks	1201 Westrac Drive	A	8	2050
Bismarck Tavern	522 Broadway	AB	1	2750
Bowler	2630 South University Drive	AB	2	2400
West Acres Bowl	3402 Interstate Boulevard SW	AB	3	2750
Chub's Pub	421 North University Drive	AB	4	2400
Duffy's	16 12th Street South	AB	5	2750
Empire Tavern	424 Broadway	AB	6	2750
Fargo Cork	3301 South University Drive	AB	7	2400
Bison Turf	1211 North University Drive	AB	8	2400
Northern	325 10th Street North	AB	9	2750
The Nestor	1001 NP Avenue	AB	11	2750
Pepper's American Cafe	2510 South University Drive	AB	13	2400
Rick's Bar	2721 Main Avenue	AB	14	2750
Playmakers	2525 9th Avenue SW	AB	15	2750
Mr G's	4315 13 Av S	AB	16	2400
Rooter's Bar	107 Broadway	AB	17	2750
Royal Liquors & Bar	1550 32nd Avenue So	AB	18	2750
Speck's Bar	2611 Main Avenue	AB	19	2750
Sports Bar	619 NP Avenue	AB	20	2400
Seasons At Rose Creek	1500 Rose Creek Parkway E	AB	21	2400
Windbreak Saloon	3150 39th Street SW	AB	22	2750

<u>DBAName</u>	<u>BuildingLocation</u>	<u>LicenseClass</u>	<u>LicenseNumber</u>	<u>LicenseFee</u>
Doublewood Lounge	3333 13th Avenue South	ABH	1	2350
Holiday Inn	3803 13th Avenue South	ABH	2	2350
Prairie Rose Inn	1340 21st Avenue South	ABH	3	2350
O'Kelly's	3800 Main Avenue	ABH	4	2350
Radisson	201 5th Street North	ABH	5	2000
The Box/Select Inn	1025 38th Street South	ABH	6	2000
Sidestreet Grille & Pub	301 3rd Avenue North	ABH	7	2350
Fargo Suites	3316 13th Avenue South	ABH	8	2000
Ramada Plaza & Suites	1635 42nd Street S	ABH	9	2000
Old Broadway Food & Brewing Co	22 Broadway	AB	12	2400
Elks	3435 North Broadway	AC	1	1550
El Zagal	1429 3rd Street North	AC	2	1700
Fargo Country Club	509 26th Avenue South	AC	3	1550
Teamsters	21 South 18th Street	AC	5	2050
American Legion Club	505 3rd Avenue North	AC	6	2050
Son's of Norway	722 2nd Avenue North	AC	8	1700
VFW	202 Broadway	AC	10	1550
Amvets	1001 1st Avenue South	AC	11	1550
Bernie's Wines & Liquors	1557 South University Drive	B	2	1400
Northport Liquors	2726 North Broadway	B	6	1400
Bottle Barn Liquors	South University Drive (K-Mart Plaza)	B	8	1400
Mexican Village	814 Main Avenue	F	3	1500
FM RedHawks	1515 15th Avenue North	N	5	750
Valentino's Restaurant	1443 42nd Street SW	GH	31	700
Sammy's Pizza	301 Broadway	GH	21	700
Tips and Taps	206-208 Broadway	F	10	1500
TGI Fridays	4100 13th Avenue SW	FA	1	1700
Old Chicago	2551 45th Street South	FA	14	1700
Chili's	4000 13th Avenue SW	FA	2	1700
Lone Star	4328 13th Avenue SW	FA	4	1700
Applebee's Neighborhood Bar & Grill	2800 13th Avenue SW	FA	5	1700
Buffalo Wild Wings Grill & Bar	1515 19th Avenue North	FA	6	2050
Green Mill Restaurant	3340 13th Avenue South	FA	7	1700

<u>DBAName</u>	<u>BuildingLocation</u>	<u>LicenseClass</u>	<u>LicenseNumber</u>	<u>LicenseFee</u>
Timber Lodge Steakhouse, Inc.	1111 38th Street South	FA	9	1700
Space Aliens Grill & Bar	1840 45th Street SW	FA	11	1700
Norman's Prime Steaks & Seafood	1776 45th Street Southwest	FA	12	1700
Hi-Ho South	3051 25th Street SW	GH	1	700
Juano's Mexican Restaurant	402 Broadway	F	15	1500
Fortune House	1100 19th Avenue North	GH	8	700
Santa Lucia Family Restaurant	1109 38 St S	GH	9	700
VIP Room & Catering	624 Main Avenue	GH	11	700
Fargo Wingate Inn	4429 19th Avenue Southwest	GH	12	700
Eurest	3900 44 Ave S	GH	13	700
Sports Bubble	2761 12th Avenue SW	H	15	300
Plains Art Museum	704 1st Avenue North	GH	16	700
JT Cigarro	855 45th Street SW, Suite J	AB	10	2750
Mexican Village	3155 45 St S	FA	22	1700
Happy Joe's Pizza	2511 South University Drive	H	4	300
Pizza Hut #2753	1207 19th Avenue North	H	5	300
Applebee's Neighborhood Bar & Grill	4900 13th Avenue SW	FA	17	1700
Chuck E. Cheese	1202 Nodak Drive	H	10	300
FargoDome	1800 North University Drive	N	6	1500
The Avalon Events Center	613 1st Avenue North	F	6	1850
Granite City Food & Brewery	1636 42nd Street SW	FAM	15	1900
Tailgator's Sports Cafe	1322 Main Avenue	FA	18	1700
Hooters	3431 Fiechtner Dr	FA	3	2050
Auger Inn All Ranks Club	Hector Field	J	1	25
Grizzly's Grill N' Saloon	3902 13th Avenue South/West Acres M:	FA	15	1700
Grazies Italian Grill	2000 44 St SW	FA	16	1700
Vintner's Cellar	12 Broadway	P	1	850
Famous Dave's BBQ	2581 45th Street SW	F	13	1500
Acapulco Mexican Restaurant, Inc	1150 36 St S	F	14	1500
Monte's Downtown	220 Broadway	FA-RZ	1	1700
Main Liquors	4000 West Main Avenue	B	4	1400
Happy Harry's Bottle Shop	1621 45 St SW	B	5	1400
Empire Liquors West	4861 13 Ave SW	B	7	1400

<u>DBAName</u>	<u>BuildingLocation</u>	<u>LicenseClass</u>	<u>LicenseNumber</u>	<u>LicenseFee</u>
Happy Harry's Bottle Shop	1125 19 Ave N	B	9	1400
Spirit Shop	1404 33 St S	B	10	1400
Steve's Package Store	524 4 St N	B	11	1400
Crown Liquors	3051 25 St S Unit C	B	12	1400
Qdoba Mexican Grill	1801 45 St S	H	18	300
Side Show Cafe©	901 25 St S	H	27	700
Juano's South	1620 32 Ave S	GH	29	700
Johnny Carino's	4410 17 Ave S	FA	20	1700
Divot's at Edgewood	19 Golf Course Ave NE	FA-GOLF	2	1700
Fort Nok's "Bar of Gold"	52 Broadway	Z	1	1700
North Dakota Horse Park	5180 19 Ave N	N	1	750
Justy's BBQ & Grill	4400 Clubhouse Drive	FA-GOLF	1	1700
Dempsey's Public House	226 Broadway	Z	2	2050
The Winery	1404 33 St SW Suite H	W	1	1000
Passage to India	855 45 St S Suite 3A	GH	34	700
Homewood Suites by Hilton	2021 16 St N	GH	35	700
Big D's Bar & Grill	1515 42 Street South	Z	3	2050
Texas Roadhouse	4971 13 Ave S	FA	21	1700
Staybridge Suites Hotel	4300 20 Ave S	GH	36	700
Cajun Cafe©	1324 25 Ave S	F	20	1500
Moe's Southwest Grill	2511 Kirsten Lane Suite 101	H	25	300
Happy Joe's Pizza North	3132 N Broadway	H	26	300
Applebee's Neighborhood Grill	2001 16 St N	FA	13	1700
Candlewood Suites	1831 NDSU Research Park Dr	GH	38	700
Toscana	202 Broadway N	GH	40	700
Labby's Grill & Bar	1100 19 Ave N	FA	10	1700
Lakemode Liquors	4265 45 St S Suite 121	B-Limited	1	1400
Kobe's Japanese Restaurant	4228 15 Ave S	F	21	1500
Garden Pavilion	1421 7 Ave N	F	18	1500
Leela Thai Cuisine	1450 25 St S	GH	42	700
Applebee's Neighborhood Grill & Bar	2350 45 St S	FA	23	1700
Super Buffet & Mongolian Grill	1000 45 St S Ste 100	GH	43	700
Expressway Suites	4303 17 Ave S	F	19	1500

<u>DBAName</u>	<u>BuildingLocation</u>	<u>LicenseClass</u>	<u>LicenseNumber</u>	<u>LicenseFee</u>
Ruby Tuesday	2535 23 Ave S	FA	24	1700
Hampton Inn	3431 14 Ave S	GH	44	700
Piccolo	2225 13 Ave S	GH	45	700
Cafe© Mosaic South	1638 32 Ave S	GH	46	700
Nichole's Fine Pastry	13 S 8th St	G	1	400
Settle Inn & Suites-Fargo	4325 23 Ave S	GH	48	700
Silver Moon Supper Club	309 Roberts St	FA-RZ	2	1700
North Town Grill	3520 12 Ave N	FA	25	1700
J.L. Beers	518 1 Ave N	CD	1	700
Concessions Management	5220 30 Ave S	N	8	1500
Pizza Ranch	4480 23 Ave S Suite A	H	28	300
Stella's	612 1 Ave N	F	16	1500
Fargo Billiards	3234 43 St S	FA-Entertainment	1	1700
Drunken Noodle	623 NP Ave	GH	49	700
Casa Ramos	1649 38 St S	F	22	1500
La Quinta Inn & Suites	2355 46 St S	GH	50	700

(d)

**MEMORANDUM**

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TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: NSF Check recovery agreement with Modern Information Systems

DATE: June 11, 2009

The City would like to enter into an agreement with Modern Information Systems to provide NSF check recovery services. Modern Information Services, using eTech Transaction Solutions, will provide NSF check recovery at no cost to the City.

**Recommended Motion:**

Please approve the agreement with Modern Information Systems to provide NSF check recovery services utilizing eTech Transaction Solutions technology.

## Public Fund Agreement Consolidated Plus Agreement

This Agreement is made and entered into between City of Farco, (User) and eTech Transaction Solutions Inc, 375 Collins Rd NE, Suite 16, Cedar Rapids, IA 52402, an "Application Service Provider", (ASP) on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

Where as, User is charged with and responsible for oversight and establishment of financial service arrangements for itself and other related offices.

Where as, eTech Transaction Solutions Inc, a privately held Iowa corporation desires to provide bad check recovery service.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

### Section 1-Definitions

NACHA-National Automated Clearing House

EFT-Electronic Funds Transfer

RCK-Represented Check Entry

PPD-Prearranged Payment and Deposit Entry

ACH-Automated Clearing House

Qualified Items –Items as defined under NACHA regulations for RCK entries

Non-Qualified – Items as defined under NACHA regulations for RCK entries

Special Handling-Contact by U.S. mail on non-recovered returns

### Section 2: Representations and Warranties: the ASP represents and warrants as follows:

- a. ASP will provide such services to client, and to the extent available under the rules of NACHA and Regulation E under the Electronic Funds Transfer Act.
- b. ASP will accept returned checks to ASP's bank account as per instruction on deposit endorsement stamp.
- c. ASP will hold qualified returned check transactions on ASP's bank account while initiating electronic recovery and Special Handling process.
- d. ASP will hold for a period of two weeks non-qualified returned check transactions on ASP's bank account while Special Handling recovery attempts are made.
- e. After exhausting electronic recovery and Special Handling processes, ASP on a weekly basis will electronically debit any non-recovered returned checks to User's bank account as per Attachment A.
- f. One business day prior to the electronic debit, ASP will provide itemized report of electronic debit via email to designated contact.
- g. ASP will provide to client bad check notices and sample verbiage as required under NACHA and Electronic Fund Transfer Regulations.
- h. ASP will not access a fee or charge to User for services rendered.

**Section 3: Client Responsibilities**

- a. User agrees to post required bad check notice at check acceptance locations and incorporate sample verbiage or similar type verbiage on statements forms or documents when a check may be submitted for remittance or payment.
- b. Client agrees to utilize endorsement stamp with check return item verbiage as provided by ASP for deposit items. Endorsement stamp(s) will be invoiced to User at ASP's cost plus S&H.
- c. Client agrees to notify ASP of the addition of individual site locations for the purpose of new endorsement information and report detail.

**Section 4: Policies**

**Drug Free Workplace:** eTech certifies it maintains a drug-free workplace environment to ensure workers' safety and workplace integrity. eTech agrees to provide a copy of its drug-free workplace policy at any time upon request by User

**Nondiscrimination:** eTech will not discriminate against any employee or applicant for employment, employed in the performance of this agreement, with respect to the person's hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, gender, disability, or national origin.

**Section 5: Terms and Conditions**

**Agreement Period:** Agreement will continue in force until terminated by either party.

**Notice of Termination:** Either party may terminate this agreement during the duration of this agreement by giving thirty (30) days written notice to eTech corporate office. Upon receipt of termination notice, eTech will electronically debit User for all returned checks belonging to User and any future returned checks that are charged to ASP bank account.

This agreement is executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts of this agreement when taken together, shall constitute one and the same.

**Governing Law:** In all respects North Dakota law shall govern the terms and conditions of this agreement.

**Limit and Liabilities**

ASP is responsible for the performance as a Third Party Processor in accordance with this Agreement. ASP will not accept responsibility for errors, acts or failure to act by others, including but not limited to Financial Institutions, communication common carriers, or the clearinghouses through with entries may be passed or originated.

ASP is not be responsible for any loss, liability or delay caused by fires, earthquake, war, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communication networks, legal constraints, or other events beyond the control of eTech.

**Hold Harmless**

ASP agrees to hold User harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the ASP, its employees or agents in the performance of this agreement including all associated costs of defending any action.

**Audit Liabilities**

ASP shall maintain documentation for all transactions and fees allowed under this agreement. All ASP books, records, and documents relating to RCK, PPD, CCD, Special Handling and Legal transactions under this agreement shall be subject to audit at any reasonable time upon reasonable notice by USER. These records shall be maintained for six years. These records shall be maintained in accordance with generally accepted accounting and processing principles. The ASP agrees to correct any material weakness or condition reported to User in the course of an audit.

**Inspection and Approval**

The User and/or its authorized representatives shall have the right to enter any premises where ASP duties under this agreement are performed, and to inspect, monitor, or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

Accepted and Agreed  
eTech Transaction Solutions, Inc.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Accepted and Agreed

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A**

The following bank information is provided by User to ASP for the sole purpose of electronically debiting non-recovered returned checks as defined in Public Fund Agreement, Section 2 (e).

Financial Institution Name \_\_\_\_\_

Account Title \_\_\_\_\_

Route Number \_\_\_\_\_

Account Number \_\_\_\_\_

User Name \_\_\_\_\_

Authorized Individual (print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



## Fire Department

637 NP Avenue  
Fargo, ND 58102  
www.ci.fargo.nd.us/fire  
Phone: 701-241-1540  
Fax: 701-241-8125



### MEMORANDUM

DATE: June 9, 2009

TO: Mayor Walaker, Fargo City Commissioners

FROM: Bruce Hoover, Fire Chief *BH*

SUBJECT: Application for an ARRA grant to relocate headquarters fire station.

The American Recovery and Reinvestment Act (ARRA) included 210 million dollars for the construction and remodeling of fire stations. The Fargo Fire Department is seeking City Commission approval to apply for up to 5.8 million dollars for improvements to fire protection in the downtown and near south area of the city. If we are successful in retaining the grant funding, there will be a cost to the city of approximately one million dollars. The local share could be offset by the sale of the existing downtown fire station. The local share is necessary to offset the cost of the administrative offices and for land acquisition at a more suitable location. The location has not yet been determined and will not be until we have been notified of an award.

Suggested motion: Approve grant application for American Recovery and Reinvestment Act funds for fire protection improvements in Fargo's downtown and near southside.





**DATE:** June 11, 2009  
**TO:** City Commission  
**FROM:** Dan Mahli, Senior Planner, Community Development  
**RE:** Recommendation for 2009 Downtown/Storefront Rehab projects

On May 28, the Community Development Committee reviewed the 2009 downtown project/storefront rehab applications. The City received four applications, all of which satisfy the slum and blight threshold criteria and are eligible to be considered for Community Development Block Grant (CDBG) funding.

The 2009 Community Development Action Plan, approved by the City Commission on March 9, budgets CDBG funding for projects that eliminate slum and blight conditions in downtown Fargo. The City has \$185,000 in CDBG slum and blight funds available. The Community Development Committee reviewed the downtown project/storefront rehab applications and recommended the following projects for approval. If you would like more information, or copies of the downtown project applications, please let me know.

Address	Recommendation	Type of Work
1115/1119 4 Ave N	\$60,000	(acquisition & demo)
1107 4 Ave N	\$90,000	(acquisition & demo)
301 Broadway (Sammy's Pizza)	\$15,000	(storefront rehab/matching grant)
314 Broadway (Fargo Theatre)	\$20,000	(2 <sup>nd</sup> floor window replacement & masonry tuck pointing, matching grant pending review by the Historic Preservation Commission on July 9)
Total recommendation	\$185,000	

**Recommended Action:** Approve the Community Development Committee recommendation for downtown projects to receive 2009 CDBG funds.

**DATE:** June 11, 2009  
**TO:** City Commission  
**FROM:** Dan Mahli, Senior Planner, Community Development  
**RE:** Request from Beyond Shelter, Inc to access HOME project set aside funds for the Cooper House development

(J)

The City of Fargo's 2009 Community Development Action Plan set-aside \$80,000 in HOME funds for special housing projects that meet HUD's low/moderate income criteria. Beyond Shelter, Inc is requesting the \$80,000 for the Cooper House development. The City has been talking for quite a while about an increase in demand for affordable housing. These affordable housing options include workforce housing, permanent supportive housing, senior housing and student housing. The Cooper House will meet the need for permanent supportive housing and involves the construction of a building with 43 apartments. To date, the City has not received any other requests for the HOME housing set-aside funds.

**Recommended Action**

Approve the request from Beyond Shelter, Inc to access \$80,000 from the City's HOME housing set-aside fund for the Cooper House development.



**MEMORANDUM**

**TO:** Fargo City Commission  
**FROM:** Dan Mahli, Senior Planner, Community Development  
**DATE:** June 9, 2009  
**RE:** 2009 Grant – Fargo-Moorhead Area Foundation

The City of Fargo applied for and was awarded an allocation from the Fargo-Moorhead Area Foundation in the amount of \$5,000 and awarded an allocation from The Barry Foundation in the amount of \$2,400. The funds are to be used to assist with operations at the Gladys Ray Shelter.

**Recommended Action:** Accept the 2009 allocation to the City of Fargo from Fargo-Moorhead Area Foundation and The Barry Foundation.

 **FARGO-MOORHEAD  
AREA FOUNDATION**

June 3, 2009

Mr. James Gilmour  
City of Fargo  
200 3rd St N  
Fargo, ND 58102

Dear Mr. Gilmour:

The Grant Committee of the Fargo-Moorhead Area Foundation approved a grant to the City of Fargo -- for the Gladys Ray Center in the amount of \$5,000 during its recent Community Grant Round.

Enclosed you will find your Grant Agreement, which details the terms, payment, and reporting schedule for your grant. The grant payment will be scheduled only after we receive a signed copy of this form.

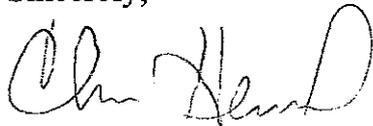
The Foundation received 95 proposals, requesting more than \$1.1 million in grants this year, and we were able to support 28 of the requests.

A Final Report form is also enclosed. Please save this form and calendar your report to be submitted within 30 days of the project end date.

A press release template is also enclosed for your use in publicizing the grant; we encourage you to issue a press release regarding your award.

Please contact me if you have any questions.

Sincerely,



Cher Hersrud  
Advancement Officer



# GRANT AGREEMENT

Grantee: Gladys Ray Shelter/City of Fargo

Date Authorized: May 25, 2009

Amount Authorized: \$5,000

Purpose of the Grant: Shelter Operations

**ACCEPTANCE OF GRANT:** The above grant to Grantee from the Fargo-Moorhead Area Foundation (FMAF) is for the explicit purpose(s) described above and is subject to Grantee’s acceptance of the following terms:

**SPECIAL CONDITIONS:** Pursuant to Federal law governing FMAF, all grants must be used solely for educational, scientific, or charitable purposes. Based on Grantee’s representations as such, it is the understanding of FMAF that Grantee is approved as a nonprofit, tax-exempt agency under Section 501(c) (3) of the Internal Revenue Code and Grantee is not classified as a private foundation under Section 509(a) of the Code. Grantee shall promptly notify FMAF of any change in this status and/or classification. In event of loss of tax-exempt status pursuant to Federal law, any unspent grant funds must be returned to FMAF.

**ANNOUNCEMENT:** Grants approved by FMAF are reported to the community by FMAF through its Annual Report and/or news releases. Grantees shall make public announcements acknowledging the above grant on any printed materials or, if more appropriate, on any building or equipment funded by this grant. Language for your correspondence and/or publicity materials regarding this award is “funded by the Fargo-Moorhead Area Foundation”. A press release template is enclosed with this agreement. The Foundation recommends the grantee complete the appropriate information and submit the announcement to The Forum.

**EXPENDITURE OF GRANT:** This grant is to be used only for the purpose described above and in accordance with the approved budget submitted by Grantee and/or any modification thereto approved in writing by FMAF.

- A. Funds provided by FMAF may not be used for political campaigns or to support attempts to influence legislation by any government body other than through making available the result of nonpartisan analysis, study and research.
- B. Expenses charged against this grant may not be incurred prior to the effective date of the grant.
- C. Grantee must repay any funds not used for the purposes specified by the grant.
- D. Activities supported by grant funds will not discriminate on the basis of race, color, gender, religion, age, disability, sexual orientation, marital status or any other characteristic protected by law.

**RECORD KEEPING AND REPORTING:** Grantee will maintain records of grant expenditures consistent with generally accepted accounting practices. Grantee will submit a Final Report to FMAF within 30 days from the indicated project end date. A Final Report form is enclosed and will be available on the Foundation website: [www.areafoundation.org](http://www.areafoundation.org)

By signing below, Grantee hereby accepts the conditions outlined and indicates that he/she has authority to sign and fulfill the terms and provisions listed.

Please sign & complete the information below, return the original Grant Agreement to FMAF within one week of receipt.

---

Signature	Title	Date
-----------	-------	------

GRANT PERIOD (dates of starting & ending grant expenditure):

STARTING \_\_\_/\_\_\_/\_\_\_      FINAL \_\_\_/\_\_\_/\_\_\_

May 27, 2009

Dilworth-Glyndon-Felton  
 Fargo North  
 Fargo South  
 Moorhead  
 Oak Grove  
 Park Christian  
 Red River ALC  
 Shanley  
 W.F. Community  
 West Fargo  
 Woodrow Wilson

# philanthropy

Through  
 Philanthropy and  
 Youth today's  
 students are making  
 a positive difference  
 in the community  
 by supporting local  
 organizations.  
 Each school's PaY  
 committee receives  
 \$5,000 to distribute  
 to nonprofit  
 organizations in  
 the community.  
 As a member of PaY,  
 students decide how  
 to spend that money  
 and how to make  
 the community  
 a better place.

Ms. Jan Eliassen  
 Gladys Ray Shelter  
 1519 1st Ave S.  
 Fargo, ND 58103

Dear Jan:

On behalf of Philanthropy and Youth (PaY), The Barry Foundation is pleased to provide the enclosed check for the grant made to Gladys Ray Shelter by Fargo North's Philanthropy and Youth committee. The grant, in the amount of \$900, is to be used for \$400 towards the purchase of a new dishwasher for the shelter and \$500 for general operating.

As you know, the Philanthropy and Youth program is a valuable tool for young people to learn about local nonprofit organizations and how they can have an impact as philanthropists. The students who participate in the program and their PaY advisors are keen to ensure that the money granted to each organization is used to their identified specifications. To that end, we ask you to follow up with Fargo North by sending them appropriate documentation (a copy of receipts for purchases, a photo of any renovations, or a letter outlining how the funds were used). Please forward the documentation to the following address:

Philanthropy and Youth  
 c/o Vincent Williams  
 Fargo North  
 801 17th Ave N  
 Fargo, ND 58102

This year, 150 students representing 11 high schools from around the community participated in PaY. They made over 70 grants totaling \$60,000.

The support from the local nonprofit community has been wonderful, with many local organizations graciously opening their doors to students, answering their questions and often helping to open their eyes to the needs of our community.

We would like to extend our thanks to you for the role you have played in the success of the program.

Sincerely,



Marty J. Hoffmann  
 Executive Director  
 The Barry Foundation

Encl/  
 cc: Vincent Williams

a program of  
 The Barry Foundation  
 Box 2112  
 Fargo, ND 58107  
 701.356.7810



May 27, 2009

Dilworth-Glyndon-Felton  
 Fargo North  
 Fargo South  
 Moorhead  
 Oak Grove  
 Park Christian  
 Red River ALC  
 Stanley  
 W.F. Community  
 West Fargo  
 Woodrow Wilson

# philanthropy

Through  
 Philanthropy and  
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 Each school's PaY  
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 As a member of PaY,  
 students decide how  
 to spend that money  
 and how to make  
 the community  
 a better place.

Ms. Jan Eliassen  
 Gladys Ray Shelter  
 1519 1st Ave S.  
 Fargo, ND 58103

Dear Jan:

On behalf of Philanthropy and Youth (PaY), The Barry Foundation is pleased to provide the enclosed check for the grant made to Gladys Ray Shelter by Park Christian's Philanthropy and Youth committee. The grant, in the amount of \$1000, is to be used for general operating.

As you know, the Philanthropy and Youth program is a valuable tool for young people to learn about local nonprofit organizations and how they can have an impact as philanthropists. The students who participate in the program and their PaY advisors are keen to ensure that the money granted to each organization is used to their identified specifications. To that end, we ask you to follow up with Park Christian by sending them appropriate documentation (a copy of receipts for purchases, a photo of any renovations, or a letter outlining how the funds were used). Please forward the documentation to the following address:

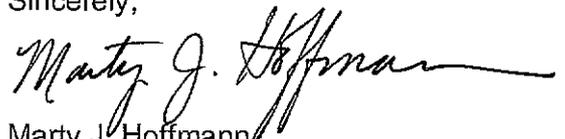
Philanthropy and Youth  
 c/o Karen Olson  
 Park Christian  
 303 17th St N  
 Moorhead, MN 56560

This year, 150 students representing 11 high schools from around the community participated in PaY. They made over 70 grants totaling \$60,000.

The support from the local nonprofit community has been wonderful, with many local organizations graciously opening their doors to students, answering their questions and often helping to open their eyes to the needs of our community.

We would like to extend our thanks to you for the role you have played in the success of the program.

Sincerely,



Marty J. Hoffmann  
 Executive Director  
 The Barry Foundation

Encl/  
 cc: Karen Olson

a program of  
 The Barry Foundation  
 Box 2112  
 Fargo, ND 58107  
 701.356.7810



May 27, 2009

Dilworth-Glyndon-Felton  
 Fargo North  
 Fargo South  
 Moorhead  
 Oak Grove  
 Park Christian  
 Red River ALC  
 Stanley  
 W.F. Community  
 West Fargo  
 Woodrow Wilson

# philanthropy

Through  
 Philanthropy and  
 Youth today's  
 students are making  
 a positive difference  
 in the community  
 by supporting local  
 organizations.  
 Each school's PaY  
 committee receives  
 \$5,000 to distribute  
 to nonprofit  
 organizations in  
 the community.  
 As a member of PaY,  
 students decide how  
 to spend that money  
 and how to make  
 the community  
 a better place.

Ms. Jan Eliassen  
 Gladys Ray Shelter  
 1519 1st Ave S.  
 Fargo, ND 58103

Dear Jan:

On behalf of Philanthropy and Youth (PaY), The Barry Foundation is pleased to provide the enclosed check for the grant made to Gladys Ray Shelter by Woodrow Wilson's Philanthropy and Youth committee. The grant, in the amount of \$500, is to be used for supplies.

As you know, the Philanthropy and Youth program is a valuable tool for young people to learn about local nonprofit organizations and how they can have an impact as philanthropists. The students who participate in the program and their PaY advisors are keen to ensure that the money granted to each organization is used to their identified specifications. To that end, we ask you to follow up with Woodrow Wilson by sending them appropriate documentation (a copy of receipts for purchases, a photo of any renovations, or a letter outlining how the funds were used). Please forward the documentation to the following address:

Philanthropy and Youth  
 c/o Cindy Bullis and Allen Peterson  
 Woodrow Wilson  
 315 University Dr. North  
 Fargo, ND 58102

This year, 150 students representing 11 high schools from around the community participated in PaY. They made over 70 grants totaling \$60,000.

The support from the local nonprofit community has been wonderful, with many local organizations graciously opening their doors to students, answering their questions and often helping to open their eyes to the needs of our community.

We would like to extend our thanks to you for the role you have played in the success of the program.

Sincerely,



Marty J. Hoffmann  
 Executive Director  
 The Barry Foundation

Encl/  
 cc: Cindy Bullis and Allen Peterson

a program of  
 The Barry Foundation  
 Box 2112  
 Fargo, ND 58107  
 701.356.7810





**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](http://www.cityoffargo.com/health)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JUNE 2, 2009**

**RE: CONTRACT WITH NORTH DAKOTA DEPARTMENT OF  
HEALTH FOR EPIDEMIOLOGY AND LABORATORY CAPACITY  
PROGRAM (WEST NILE VIRUS)  
CONTRACT NO. 08-1028 CFDA NO. 93.283**

The attached contract with the North Dakota Department of Health is for West Nile Virus activities. There is no budget adjustment for this grant award.

**Suggested Motion:** Move to approve the North Dakota Department of Health contract for the West Nile Virus program.

RB/la  
Enclosure

<b>Contract No.</b> 08-1028		<b>CFDA No.</b> 93.283		North Dakota Department of Health 600 East Boulevard Ave.-Dept. 301 Bismarck, ND 58505-0200	
<b>Contract Period</b> From: May 13, 2009		Through: December 1, 2009		<b>Type:</b> NOTICE OF GRANT AWARD (SFN53771)	
<b>This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.</b>					
<b>Title of Project/Program:</b> Epidemiology and Laboratory Capacity				<b>Health Dept. Grant Code:</b> HLH242	
<b>Contractor Name and Address:</b>  Fargo Cass Public Health 401 - 3 <sup>rd</sup> Avenue North Fargo, ND 58102-4839  Contact Name: Ruth Bachmeier, Administrator Telephone: 701.241.1360			<b>North Dakota Department of Health Program Director:</b>  Tracy K. Miller, MPH Division of Disease Control 600 E. Boulevard Ave. Dept. 301 Bismarck, ND 58505-0200  Telephone: 701.328.2378		
<b>Financial Information</b>		<b>Dept of Health Cost Share</b>		<b>Contractor Cost Share</b>	
Amount of Financial Assistance		\$4,000		\$0	
Previous Funds Awarded		\$0		\$0	
Total Funds Awarded to Date		\$4,000		\$0	
<b>Scope of Service:</b> Expenditures for this contract may include: 1. Funding for West Nile virus surveillance, vector control and other West Nile virus activities. 2. Funding for temporary employee(s) to perform West Nile virus activities.					
<b>Reporting Requirements:</b> The expenditure report for the period May 13, 2009 and June 30, 2009 must be received by July 15, 2009. Final expenditure report for the period ending December 1, 2009 must be received by January 15, 2010. Reimbursement will be processed upon Department approval of expenditure reports.					
<b>Special Conditions:</b> Funding for this contract is restricted to \$2,000 until such time as the Federal Award is received and processed by the Health Department. During this restriction, contractor expenditures will be limited to scope of service details, any other expenditure will need to be approved by the North Dakota Department of Health Program Director. The Health Department will send notice to the contractor when the restriction has been lifted.					
<b>This contract is subject to the terms and conditions incorporated either directly or by reference in the following:</b> <b>(1)Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only <input type="checkbox"/> Requirements Received]; (2)Applicable Federal and State regulations.</b>					
<b>Evidence of Contractor's Acceptance</b>			<b>Evidence of Departmental Acceptance</b>		
		6/1/09			
Signature		Date	Signature		Date
<b>Typed Name and Title of Authorized Representative</b> Ruth Bachmeier, Administrator Fargo Cass Public Health			<b>Typed Name and Title of Authorized Representative</b> Arvy Smith, Deputy State Health Officer		
Signature		Date	Signature		Date
<b>Typed Name and Title of Authorized Representative</b> Dennis R. Walaker Mayor, City of Fargo			<b>Typed Name and Title of Authorized Representative</b> Kirby Kruger, Director Division of Disease Control		
<b>Health Department Use Only: Restriction Lifted: _____ Date _____ Initials _____</b>					

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



Office of the Chief of Police



June 10, 2009

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo, City of West Fargo, and Cass County  
Relative to Department of Justice Assistance Grant (JAG) - 2009-H0057-ND-DD  
CFDA # 16.738

Dear Commissioners:

The US Department of Justice has tentatively awarded the Fargo Police Department, West Fargo Police Department, and Cass County Sheriff's Department \$105,767 in grant funding through a Justice Assistance Grant (JAG). In order to receive the funding, the three governmental subdivisions must agree on how the funds are appropriated. As an aside, Cass County has agreed to be the fiscal agent and manage the grant.

The three law enforcement agencies identified have met and reached agreement on the specific allocations of the grant funds and how they might best be utilized. Enclosed for your review and approval is a draft of an inter-local agreement that will need to be signed at a later date in order for the JAG funds to be accepted. There is no local match funding required for this grant.

**Recommended Motion:**

*I recommend the City Commission accept the inter-local agreement with the City of West Fargo and Cass County.*

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

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

Keith A. Ternes  
Chief of Police

Enclosure: Agreement Draft

2009-H0057-ND-DD

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT  
BETWEEN THE CITIES OF FARGO, ND, WEST FARGO, ND AND THE COUNTY  
OF CASS, ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT (JAG) PROGRAM

This agreement is made and entered in to this 15 day of June, 2009 by and between the COUNTY of CASS, acting by and through its governing body, the County Commission , hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO, and the CITY OF WEST FARGO, acting by and through it governing body, the City Commission, hereinafter referred to as WEST FARGO, all of Cass County, State of North Dakota, witnesseth:

**WHEREAS**, this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of each parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the COUNTY agrees to provide FARGO \$92,829.00 from the JAG award for the Program: and

**WHEREAS**, COUNTY agrees to provide WEST FARGO \$12,938 from the JAG award for the Program: and

**WHEREAS**, COUNTY, FARGO, and WEST FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting all three parties.

**NOW THEREFORE, the COUNTY, FARGO, and WEST FARGO agree as follows:**

**Section 1.**

COUNTY agrees to transfer to FARGO the sum of \$92,829 for the Program on or before 30 September 2012.

COUNTY agrees to transfer to WEST FARGO the sum of \$12,938 for the Program on or before 30 September 2012.

**Section 2.**

Nothing in the performance of this agreement shall impose any liability for claims against FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

**Section 3.**

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY or WEST FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

**Section 4.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

**Section 5.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.



(K)

ASSESSMENT DEPARTMENT

June 4, 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 Home Builders Care of F-M Foundation Inc. 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 \$3,625 with the City of Fargo's share being \$475.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka", written over a light blue horizontal line.

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 Home Builders Care of F-M Foundation Inc. Phone No. 701-232-6846

2. Address of Property 923 5<sup>th</sup> Ave. S

City Fargo State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed Lot 7 Block 37  
Addition: Northern Pacific

4. Parcel Number 01-2140-00270-000

5. Mailing Address of Property Owner 1802 32<sup>nd</sup> Ave. S

City Fargo State ND Zip Code 58103

#### Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Replace interior finish, new siding, addition for entry & bath, construct detached garage

7. Building Permit No. #80057 & #81037 8. Year built if residential property 1907

9. Date of commencement of making the improvement 6/12/09

10. Estimated market value of property before improvement \$ \_\_\_\_\_

11. Cost of making the improvement (all labor, material and overhead) \$ 177,000

12. Estimated market value of property after improvement \$ \_\_\_\_\_

#### 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 Boye Johnson Date 6/31/09

#### Assessor's Determination

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

Assessor's Signature [Signature] Date 6/4/09

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



# HOME BUILDERS CARE

*of Fargo-Moorhead*

1802 32nd Ave. S. • Fargo, ND 58103 • 701-232-5846 • Fax 701-280-1108 • www.hbcfm.com

2009

**BOARD OF TRUSTEES**

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*Vice President*  
Toby Christensen

*Secretary*  
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Charlie Funfar  
Tyrone Leslie  
Pat McManus  
Chad Maloy  
Andy Nelson  
Dan Parrow

*Past President*  
Eric Rokke

*Foundation Administrator*  
Bryce Johnson

June 5, 2009

City of Fargo Assessment Department  
Ben Hushka  
404 4<sup>th</sup> Avenue North  
Fargo, ND 58102

Dear Ben,

Home Builders Care of Fargo-Moorhead Foundation currently owns 923 5<sup>th</sup> Avenue South and has remodeled the home. The home is currently pending sale and we plan to close on June 22, 2009. The Foundation would like to apply for a tax exemption for improvements we have made to the home on behalf of the future homeowners. Please find the application enclosed with this letter.

We appreciate your consideration. If you have any questions about the project or the nature of the Foundation, please do not hesitate to contact me at (701) 232-5846 or [jenny@hbafm.com](mailto:jenny@hbafm.com)

Sincerely,

Jenny Erickson  
Development & Project Coordinator

The Home Builders Care Foundation is a charitable organization created by the Home Builders Association of Fargo-Moorhead. The Foundation seeks to be a visible and positive influence in the community by supporting skill training, education and projects related to the housing industry. The organization strives to give back to the community because home builders care.

The foundation, created in 1993 by the Home Builders Association of Fargo-Moorhead, is a local 501 (c)(3) nonprofit charitable organization.

It was established with funds donated by HBA members, fundraising events and the HBA itself.

The purpose for its creation was to provide an outlet for the builder, remodeler, and companies related to the building industry to show the community that there is more to the building industry than demolition, construction, and remodeling. The HBA of F-M handles the administrative duties for the Foundation at no charge.

Any contribution designated to the Foundation goes directly to the Foundation and its charitable work.

(L)



218-287-7775 phone/fax  
PO Box 11  
Fargo, ND 58107  
fargobluesfest@yahoo.com  
fargobluesfest.com

June 1, 2009

**Fargo City Commission:**

The 14th annual Fargo Blues Festival is Friday July 31 and Saturday August 1, 2009.

We are again asking the city commission's approval to **extend the sound ordinance to 11:00pm** for both nights.

400 people travel over 500 miles to the blues fest, another 600 travel 100 to 500 miles many from Minneapolis, Canada and Western North Dakota. Due to this extended travel, it is vital we have the option to extend both nights to 11:00pm. The final headliner is scheduled to end at 10:30pm Friday night and 9:30pm Saturday night. The extra time is needed in case of an unexpected delay. Otherwise, it is possible we'll lose hundreds of out of town blues fans and lots of tourism dollars!

Also, consider that Newman Outdoor Field is located in a non residential area several blocks from the nearest home, and is an enclosed stadium. Since you approved this last year, and we had no complaints regarding the sound ordinance extention, your approval again would be appreciated!

Thank You, for your consideration  
Executive Director

*Dan Bredell*  
Dan Bredell



## Finance Office

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

### MEMORANDUM

---

TO: Board of City Commissioners  
FROM: Steven Sprague, City Auditor  
SUBJECT: MS Walk Skyway use request  
DATE: June 2, 2009

In April 2008 the Board of City Commissioners adopted the Skyway Use Policy. According to the policy, a request for skyway usage by outside parties must include the purpose of the request, the time and date of its proposed usage and a hold harmless pledge to the City from any accidents or destruction of property.

I have received the attached request from the Multiple Sclerosis Society requesting use of the skyway to hang banners promoting the Bike MS: Ride the Wind. The banners will be hung on the chains that run through the skyway and will be on display from June 16<sup>th</sup> until July 27<sup>th</sup>. The request meets all of the requirements listed in the Skyway Use Policy.

Please approve the request from the Multiple Sclerosis Society to use the skyway to promote the Bike MS: Ride the Wind, banners to hang in the skyway from June 16<sup>th</sup> until July 27<sup>th</sup>, 2009.

#### **Recommended Motion:**

Approve the request from the Multiple Sclerosis Society to use the skyway to promote the Bike MS: Ride the Wind, banners to hang in the skyway from June 16<sup>th</sup> until July 27<sup>th</sup>, 2009.





**National  
Multiple Sclerosis  
Society**  
North Central  
States Chapter

May 27, 2009

Steve Sprague & Fargo City Commission  
City Auditor's Office  
200 3rd St N  
Fargo, ND 58102

Dear Mr. Sprague and Fargo City Commission,

I am writing to request the use of the skyway that crosses downtown Broadway to promote our upcoming Bike MS: Ride the Wind event and increase awareness about multiple sclerosis. We plan to put up signage in the skyway related to Bike MS and the National MS Society. Ideally, we would like to have this up during June and July if possible, but we can be flexible on this timeframe and can certainly do a shorter period. The date of Bike MS: Ride the Wind is July 25-26, but we want to get the word out early to give participants time to train. We will adhere to all the rules and regulations regarding use of this skyway and hold a harmless pledge to the city from any accidents or destruction of property.

Bike MS: Ride the Wind is a two day, 150 mile cycling event that will go from Horace to Wahpeton and back. While riders take on this personal challenge, they are also helping those challenged daily by multiple sclerosis. This event also engages many volunteers throughout the weekend.

We hope you will support us in our efforts to promote Bike MS and create awareness for multiple sclerosis in Fargo-Moorhead. Please feel free to contact me with any questions or for more information at [amy.hinkemeyer@nmss.org](mailto:amy.hinkemeyer@nmss.org) or 701-235-2766.

Thank you for your consideration.

Gratefully,

Amy Hinkemeyer  
Development Manager  
National MS Society

**PUBLIC WORKS  
OPERATIONS**

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23rd STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1458  
FAX: (701) 241-8100

N

**TO: HONORABLE BOARD OF CITY COMMISSIONERS**  
**FROM: ALAN WEIGEL, DIRECTOR OF OPERATIONS**  
**RE: MOSQUITO CONTROL AGREEMENT**  
**DATE: JUNE 10, 2009**

Attached you will find the Fargo/Cass County Mosquito Control Agreement for 2009 which is renewed annually. This year's agreement has no additional seasonal employees and no increases in chemical funding. Funding for county operations is sustainable within the current budget.

A second attachment to this letter is the First Amendment to the Mosquito Spraying Agreement with Airborne Custom Spraying. The amendment increases the acreage to 21,101 acres which is an increase of 1,503 acres from the original contract signed in 2007. This increase is a result of residential areas that the City annexed between 45<sup>th</sup> Street South and 57<sup>th</sup> Street South, south of I-94. There were no other changes; cost per application remains at \$2.05 per acre. Per the original agreement, a retainer fee of \$10,043 was paid earlier this year to Airborne for the 2009 season.

**Recommendation:** Approve and sign the Mosquito Control Agreement with Cass County as attached for the 2009 season. Approve and sign First Amendment to Mosquito Spraying Agreement as attached with Airborne Custom Spraying.

June 1, 2009

Mr. Al Weigel  
Public Works Director  
402 North 23rd Street  
Fargo, ND 58102

SUBJECT: 2009 Fargo/Cass County Mosquito Control Agreement

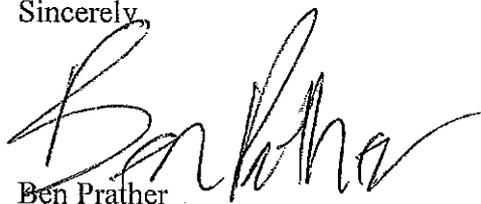
Dear Mr. Weigel:

Enclosed is a draft of the mosquito control agreement for the 2009 Mosquito Control Season.

As in the previous years, larviciding and barrier spraying applications will be conducted as necessary to protect public health. Adulticiding with truck mounted foggers will be administered based on factors such as high trap counts, resident requests, etc. Adult control services can be requested for additional or specific dates as well.

Please review the 2009 contract. If you have any questions or recommended changes, please feel free to call. If all modifications are acceptable, please sign and return the contract to Vector Control.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Prather", written over a horizontal line.

Ben Prather  
Vector Control Director

Enclosures (2)

cc: Keith Berndt, Cass County Engineer

2009 MOSQUITO CONTROL AGREEMENT  
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2009 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3<sup>rd</sup> Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2009 season, approximately \$435,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Fargo and in surrounding areas with the objective being to distribute funds commensurate with the source of revenue. This includes three full-time County employees and twelve seasonal County employees working within the City of Fargo. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to service provided in paragraph 1, COUNTY will employ nine seasonal employees to be used within the City of Fargo for various mosquito control activities, primarily in areas requiring the use of off-highway vehicles. The County Vector Director will provide technical direction and coordination of these employees. The Vector Director will also work in cooperation with City Public Works officials to provide other technical assistance as necessary.
- 3) CITY agrees to pay \$60,000 to support the nine seasonal employees referred to in paragraph 2. CITY agrees to provide necessary equipment, maintenance, and vehicles to fully equip the nine mosquito control employees.
- 4) CITY agrees to fund the estimated cost of the adult and larval mosquito control chemical and supplies used by the nine employees. These costs are estimated at approximately \$50,000. COUNTY will provide monthly statements to CITY, and invoice CITY monthly.
- 5) CITY agrees to pay \$50,000 to support the seven County employees, equipment, and supplies designated to work in the Fargo parks and schools. It is understood that any work specifically intended to control mosquitoes on the Fargo Park District Golf Courses should be funded by the Park District. Work on the perimeter of or parts of the golf course necessary to control mosquitoes in adjacent residential areas may be completed by County employees without cost participation from the Park District.
- 6) CITY agrees to fund the cost of City wide adult mosquito spraying at \$7,000 per application. Estimate between 5 and 15 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
- 7) CITY agrees to pay \$125,000 to help support the Larviciding and Barrier Spray efforts by County staff within the City.
- 8) CITY agrees to fund \$5,000 to help offset cost of spraying for miscellaneous activities including but not limited to the Red Hawks Stadium, The Street Fair, Trollwood, The Fargo Air Show and other similar large gatherings. If the estimated

County costs significantly exceed \$5,000, the County may request an additional funding in this area.

- 9) CITY agrees to fund all contract costs for aerial spraying within the City limits. The City will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 10) COUNTY will fund all contract costs for aerial spraying in unincorporated areas. County will coordinate spraying several populated unincorporated areas outside of the City limits to correspond with the City aerial spraying.
- 11) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 12) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date

\_\_\_\_\_

\_\_\_\_\_

Mayor, City of Fargo

Date

\_\_\_\_\_

\_\_\_\_\_

DENNIS WALAKER, MAYOR

**FIRST AMENDMENT TO MOSQUITO SPRAYING AGREEMENT**

**CITY OF FARGO - AIRBORNE CUSTOM SPRAYING, INC.**

**THIS FIRST AMENDMENT TO MOSQUITO SPRAYING AGREEMENT** ("First Amendment"), made effective the 15th day of April, 2009, by and between Airborne Custom Spraying, Inc. of Halstad, Minnesota ("Contractor"), and the City of Fargo, North Dakota, a municipal corporation ("City"), which agree as follows:

**RECITALS**

1. Contractor and City entered into a Mosquito Spraying Agreement in 2007, for the spraying of mosquitos within the City of Fargo by Contractor.
2. The parties desire to amend the Mosquito Spraying Agreement for the purpose of updating the number of acres subject to the Agreement.

**AGREEMENTS**

In consideration of the Recitals and the following mutual agreements, the parties wish to amend of the Mosquito Spraying Agreement so as to provide as follows:

\*\*\*\*\*

The number of acres subject to the Mosquito Spraying Agreement shall be 21,101 acres.

\*\*\*\*\*

Except as modified or amended in this First Amendment, all other terms and conditions set forth in the Mosquito Spraying Agreement shall remain the same.

In witness of its terms and conditions, the parties have executed this First Amendment.

AIRBORNE CUSTOM SPRAYING, INC.

By: Dean R. Solum  
Dean R. Solum, President

CITY OF FARGO

By: \_\_\_\_\_  
Dennis Walaker, Mayor of Fargo

\_\_\_\_\_  
Director of Fargo Public Health

ATTESTING:

By: \_\_\_\_\_  
Director of Finance

**FARGO, ND**  
Proposed Spray Area  
Summer 2009

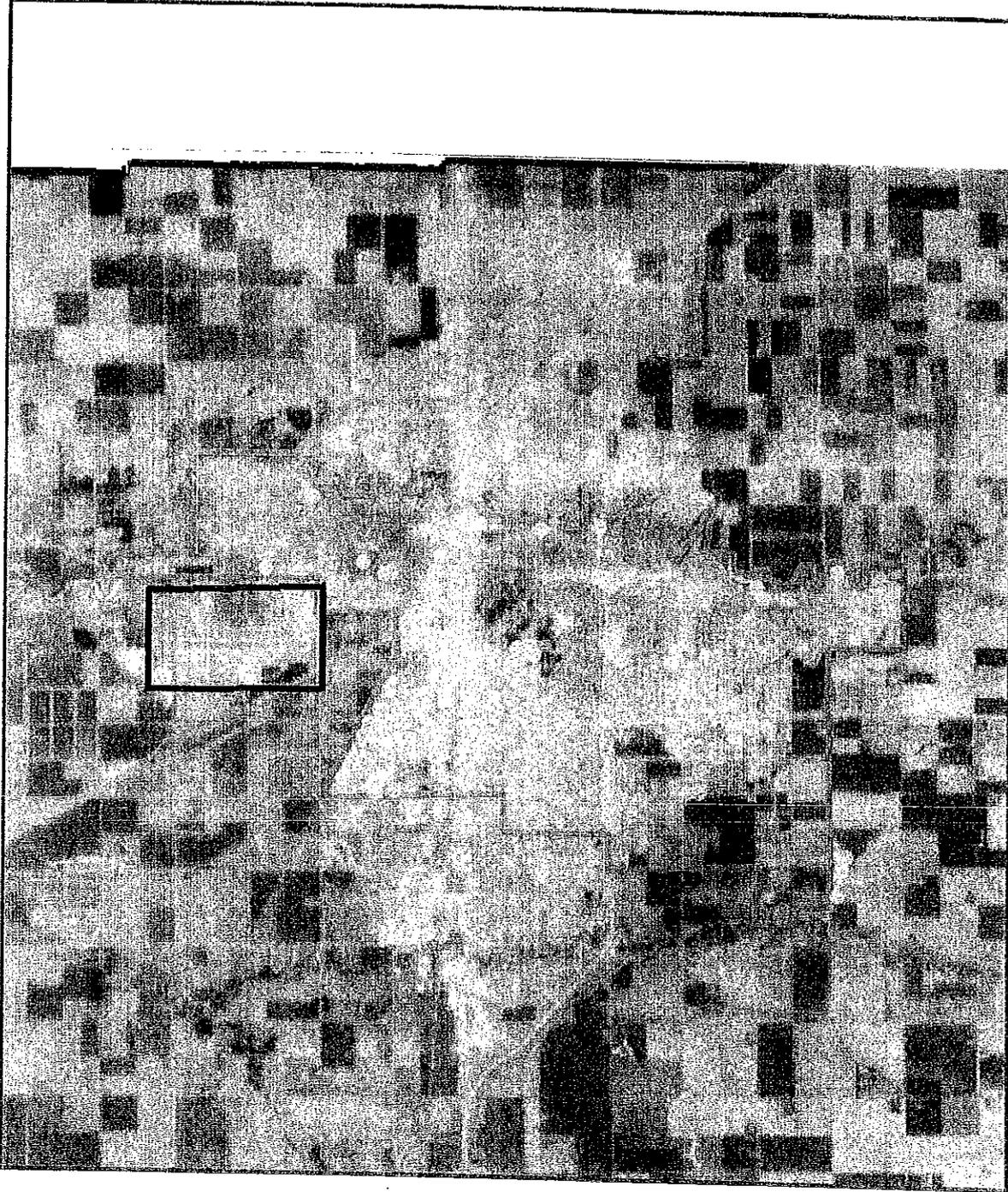
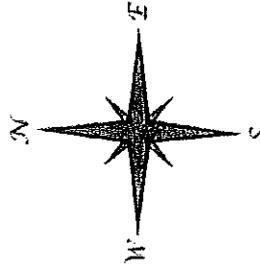
Please use a green highlighter to draw proposed spray area. Include the amount of acreage to be sprayed.

Mark any vertical obstructions with an asterisk \* and highlight with orange. Enter the height of the obstruction next to the \*.

Draw and label with a blue highlighter any agricultural fields which may be used for emergency landings and/or dump sites.

**Color Key**

- Green - Spray Area
- Blue - Emergency Landing
- Orange - High Obstruction





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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

02

ShareHouse, Inc.

(Full, Legal Name of Gaming Organization)

is hereby authorized to conduct games of

chance under the license granted by the Attorney General of the State of North Dakota at the following location: Prairie Rose Inn the address of which is:

1340 21st. Ave. S. Fargo 58103 Cass  
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/31/09 Ending 6/30/10

Specific location where games of chance will be conducted and played at the site (required): \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of City/County Auditor

June 15, 2009

Steven Sprague, City Auditor

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



Site License Number (Attorney General Use Only) SFN - 17996 52

NORTH DAKOTA GAMES OF CHANCE  
SITE AUTHORIZATION

The Arc Upper Valley Inc. is hereby authorized to conduct games of  
(Name of Organization)  
chance under the license granted by the Attorney General of the State of North  
Dakota at the location known as St Cigarros the address of  
which is: 4554 7th Aves Fargo ND 58103 CASS  
(Street) (City) (Zip Code) (County)  
Date(s) authorized: Beginning July 1 2009 Ending June 30 2010  
Specific location of gaming operations within facility:  
East wall, Tabaco shop, entire bar (upper level)  
Number of twenty-one tables: two

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

\_\_\_\_\_  
(Attorney General) Date (Signature of City/County Auditor) Date 06-15-2009  
Steven Sprague, City Auditor  
Routing: White & Canary - Attorney General Pink - To be retained by City/County

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RECEIVED

5/28/09

(6)

IMAGE Group  
Architecture & Interiors

May 27, 2009



Richard Moorhead  
AIA, NCARB

Pat Zavoral  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

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

Carter Sharff  
RA, NCARB

Dear Mr. Zavoral;

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

- 1. No. G-11 in the amount of \$ .00.
- 2. No. G-12 in the amount of \$29,782.00.
- 3. No. M-7 in the amount of \$ .00.
- 4. No. M-8 in the amount of \$3,104.00.
- 5. No. E-4 in the amount of \$ .00.
- 6. No. E-5 in the amount of \$913.56.

Marcia Pulczinski  
AIA, NCARB,  
LEED AP

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

403 Center Avenue  
Suite 300  
Moorhead  
Minnesota  
56560

Sincerely,

IMAGE GROUP, INC.

Richard A. Moorhead, NCARB, AIA

Telephone  
218.233.2062

IG: jrg

Facsimile  
218.233.2575

Enc.

CC: Tim Dirks



# AIA<sup>®</sup> Document G701<sup>™</sup> - 2001

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Fargo Public Library Main Library Fargo, North Dakota	<b>CHANGE ORDER NUMBER:</b> G-12	<b>OWNER</b> <input type="checkbox"/>
	<b>DATE:</b> May 11, 2009	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NUMBER:</b> 0505.04	<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Meinecke-Johnson Company 5 North Fourteenth Street P.O. Box 2643 Fargo, ND 58108-2643	<b>CONTRACT DATE:</b> July 20, 2007	<b>FIELD</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER</b> <input type="checkbox"/>

The Contract is changed as follows:

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

Custom ceramic tile mural.	ADD	\$25,837.00
Corner guards at ceramic tile mural.	ADD	\$296.00
Grab bars at 120, 121, 160, 161, 217 & 218.	ADD	\$405.00
Custom signs at book drops.	ADD	\$310.00
Handrail extension at Stair No. 1.	ADD	\$2,401.00
White vinyl strip at circulation desk.	ADD	\$533.00
	<b>TOTAL ADD</b>	<b>\$29,782.00</b>

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

The net change by previously authorized Change Orders \$ 195,012.00

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was \$ 6,045,712.00

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of \$ 29,782.00

The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be \$ 6,075,494.00

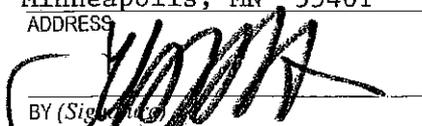
The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) by zero ( 0 ) days

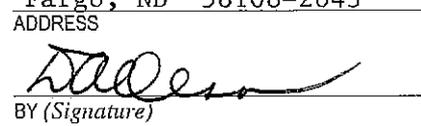
The date of Substantial Completion as of the date of this Change Order therefore is unchanged

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

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

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

BY (Signature)   
 (Typed name) Jeffrey K. Mandyk  
 DATE ZOMAY09

BY (Signature)   
 (Typed name) D. A. Olson  
 DATE May 13, 2009

BY (Signature) \_\_\_\_\_  
 (Typed name) \_\_\_\_\_  
 DATE \_\_\_\_\_

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

# AIA Document G701™ - 2001

## Change Order

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

CHANGE ORDER NUMBER: M-7

DATE: March 16, 2009 (Revised April 10, 2009)

ARCHITECT'S PROJECT NUMBER: 0505.04

OWNER

ARCHITECT

CONTRACTOR

TO CONTRACTOR: (Name and address)  
Robert Gibb & Sons, Inc.  
205 40th Street SW  
Fargo, ND 58102

CONTRACT DATE: July 20, 2007

FIELD

OTHER

CONTRACT FOR: Mechanical Construction

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Refer to Change Order M-7 and establish April 20, 2009 as the revised date of final completion at which time liquidated damages in the amount of \$1,500.00 per calendar day will be assessed for each and every calendar day that Contractor is in default after the original March 16, 2009 date stipulated for completing the work.

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was	\$	1,468,300.00
The net change by previously authorized Change Orders	\$	18,985.20
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was	\$	1,487,285.20
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be ( <del>increased/decreased</del> ) (unchanged)		
by this Change Order in the amount of	\$	.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be	\$	1,487,285.20
The Contract Time will be ( <del>increased/decreased/unchanged</del> ) by		XXXXXXXXXX
The date of <del>Final</del> Completion as of the date of this Change Order therefore is		April 20, 2009

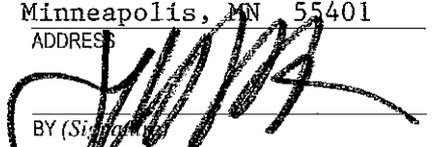
(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede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

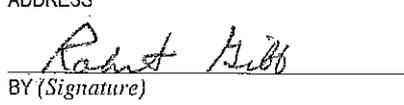
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

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

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

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

BY (Signature)   
Jeffrey K. Mandryk  
(Typed name)  
20MAY09  
DATE

BY (Signature)   
Robert Gibb  
(Typed name)  
4-15-09  
DATE

BY (Signature) \_\_\_\_\_  
(Typed name) \_\_\_\_\_  
DATE \_\_\_\_\_

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

# AIA Document G701™ - 2001

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Fargo Public Library Main Library Fargo, North Dakota	<b>CHANGE ORDER NUMBER:</b> M-8	<input type="checkbox"/> OWNER
	<b>DATE:</b> May 11, 2009	<input type="checkbox"/> ARCHITECT
	<b>ARCHITECT'S PROJECT NUMBER:</b> 0505.04	<input type="checkbox"/> CONTRACTOR
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Robert Gibb & Sons, Inc. 205 40th Street SW Fargo, ND 58102	<b>CONTRACT DATE:</b> July 20, 2007	<input type="checkbox"/> FIELD
	<b>CONTRACT FOR:</b> Mechanical Construction	<input type="checkbox"/> OTHER

The Contract is changed as follows:

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

1. Connect Wellspring drain & pump.	ADD	\$1,826.00
2. Provide DDC Elevator sump pump alarm.	ADD	\$1,278.00
	<b>TOTAL ADD</b>	<b>\$3,104.00</b>

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was \$ 1,468,300.00

The net change by previously authorized Change Orders \$ 18,985.20

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was \$ 1,487,285.20

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ (unchanged) by this Change Order in the amount of \$ 3,104.00

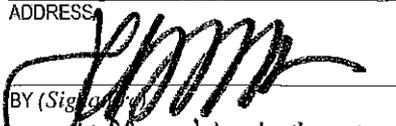
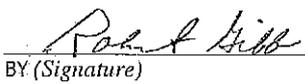
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be \$ 1,490,389.20

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

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

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

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

Meyer, Scherer & Rockcastle	Robert Gibb & Sons, Inc.	City of Fargo
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
710 South 2nd Street, 7th	205 40th Street SW	200 North Third Street
Minneapolis, MN 55401	Fargo, ND 58103	Fargo, ND 58102
ADDRESS	ADDRESS	ADDRESS
		
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
Jeffrey K. Mandryck	Robert T. Gibb	
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
20MAY09	5-12-09	
DATE	DATE	DATE

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

# AIA Document G701™ - 2001

## Change Order

<b>PROJECT:</b> (Name and address) Fargo Public Library Main Library Fargo, North Dakota	<b>CHANGE ORDER NUMBER:</b> E-4	<input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER
<b>TO CONTRACTOR:</b> (Name and address) Scott's Electric, Inc. 671 6th Street South P.O. Box 505 Wahpeton, ND 58074	<b>DATE:</b> March 16, 2009 (Revised April 10, 2009) <b>ARCHITECT'S PROJECT NUMBER:</b> 0505.04 <b>CONTRACT DATE:</b> July 20, 2007 <b>CONTRACT FOR:</b> Electrical Construction	

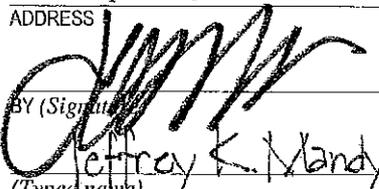
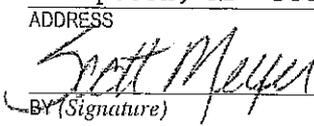
The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) Refer to Change Order E-1 and establish April 20, 2009 as the revised date of final completion at which time liquidated damages in the amount of \$1,500.00 per calendar day will be assessed for each and every calendar day that Contractor is in default after the original March 16, 2009 date stipulated for completing the work.

The original (Contract Sum) ~~XXXXXXX~~ was \$ 1,057,157.00  
 The net change by previously authorized Change Orders \$ 33,467.64  
 The (Contract Sum) ~~XXXXXXX~~ prior to this Change Order was \$ 1,090,624.64  
 The (Contract Sum) ~~XXXXXXX~~ will be ~~increased~~ ~~decreased~~ (unchanged) by this Change Order in the amount of \$ .00  
 The new (Contract Sum) ~~XXXXXXX~~ including this Change Order will be \$ 1,090,624.64  
 The Contract Time will be ~~increased~~ ~~decreased~~ (unchanged) by ~~XXXXXXX~~  
 The date of ~~Substantial~~ <sup>Final</sup> Completion as of the date of this Change Order therefore is April 20, 2009

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

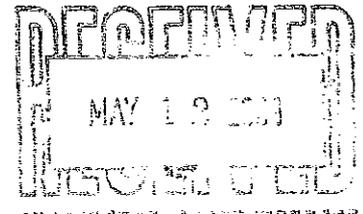
**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Meyer, Scherer &amp; Rockcastle</u> ARCHITECT (Firm name) 710 South 2nd Street, 7th Minneapolis, MN 55401 ADDRESS	<u>Scott's Electric, Inc.</u> CONTRACTOR (Firm name) 671 6th Street South Wahpeton, ND 58074 ADDRESS	<u>City of Fargo</u> OWNER (Firm name) 200 North Third Street Fargo, ND 58102 ADDRESS
 BY (Signature) <u>Jeffrey K. Mandzyk</u> (Typed name)	 BY (Signature) <u>Scott Meyer</u> (Typed name)	 BY (Signature)  (Typed name)
<u>20MAY09</u> DATE	<u>April 15, 2009</u> DATE	 DATE

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



# Document G701™ - 2001



## Change Order

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

CHANGE ORDER NUMBER: E-5  
DATE: May 11, 2009  
ARCHITECT'S PROJECT NUMBER: 0505.04

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

TO CONTRACTOR: (Name and address)  
Scott's Electric, Inc.  
671 6th Street South  
P.O. Box 505  
Wahpeton, ND 58074

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

The Contract is changed as follows:

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

- |  |     |          |
|--|-----|----------|
| 1. Add two (2) pedestal floor boxes at Children's Area Desk. | ADD | \$328.84 |
| 2. Raise outer Lobby fixtures.                               | ADD | \$319.15 |
| 3. Lower water closet flush valve sensors.                   | ADD | \$265.57 |

TOTAL ADD \$913.56

The original (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ was \$ 1,057,157.00

The net change by previously authorized Change Orders \$ 33,467.64

The (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ prior to this Change Order was \$ 1,090,624.64

The (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ will be (increased) ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of \$ 913.56

The new (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ including this Change Order will be \$ 1,091,538.20

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

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

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

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

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

Scott's Electric, Inc.  
CONTRACTOR (Firm name)  
671 6th Street South  
Wahpeton, ND 58074  
ADDRESS

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

BY (Signature)  
Jeffrey K. Mandyc  
(Typed name)

BY (Signature)  
Scott Meyer  
(Typed name)

BY (Signature)  
  
(Typed name)

DATE 20MAY09

DATE May 12, 2009

DATE \_\_\_\_\_

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

(r)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: PLANNING DIRECTOR JIM GILMOUR 

DATE: JUNE 11, 2009

SUBJECT: GREYHOUND LEASE

Greyhound Bus Lines has vacated the downtown depot and requested permission to assign this lease to Jefferson Bus Lines. The City Attorney and I have reviewed the assignment and it appears to be acceptable. The lease expires at the end of this month, and I am discussing options for a future lease with Jefferson Bus.

RECOMMENDED MOTION: Consent to the assignment and assumption of the lease between Greyhound Lines, Inc. and Jefferson Lines, Inc.

## ASSIGNMENT AND ASSUPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Agreement") is made to be effect the 29<sup>th</sup> day of April, 2009, by and between Greyhound Lines, Inc., a Delaware corporation ("Assignor"), and Jefferson Partners, L.P., d/b/a Jefferson Lines ("Assignee").

### Recitals:

WHEREAS, City of Fargo, North Dakota ("Landlord"), and Assignor entered into that certain Lease Agreement (the "Lease"), dated February 1, 1983, a copy of which, including any amendments or modifications thereto, is attached hereto as Exhibit A and made a part hereof for all purposes, covering the demised premises as more particularly described therein (the "Premises"); and

WHEREAS, Assignor now wishes to assign the Lease to Assignee, and Assignee wishes to accept the assignment of same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignor hereby sells, transfers, conveys, and assigns to Assignee all of its interest as tenant in, to, and under the Lease, effective as of this date. Assignee hereby accepts such assignment of the tenant's interest in the Lease and assumes and agrees to be bound by all the terms, covenants, provisions, and conditions of the Lease, including making all payments due to or payable by the tenant on behalf of Landlord when due and payable.
2. Assignor warrants and represents to Assignee that as of the date hereof, the Lease is in full force and effect, the Lease has not been modified or amended except as set forth on Exhibit A attached hereto, Assignor is not in default under the Lease, and all payments of rent under the Lease are current. Assignee acknowledges that Assignor has exercised the early termination provision under the terms of the Lease to be effective June 30, 2009. A copy of the termination notice is attached hereto as Exhibit B.
3. Assignee agrees to accept the Premises leased pursuant to the Lease in their "AS IS" condition and hereby waives and releases any and all claims, if any, it might have or acquire to require Landlord to repair, remodel, refurbish, or construct any improvements on the Premises in connection with this assignment.
4. Assignor hereby agrees to pay to Assignee, on or before the effective date, the sum of \$ 4,732.00 monthly in consideration of Assignee's acceptance of this assignment and its assumption of the tenant's obligations under the Lease.

5. This Agreement will bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

EXECUTED to be effective the day and year first above-written.

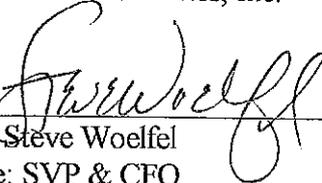
**ASSIGNOR:**

Greyhound Lines, Inc.

By:   
Title: Vice President—Real Estate/Facilities

**ASSIGNEE:**

Jefferson Partners, L. P.,  
d/b/a Jefferson Lines, Inc.

By:   
Mr. Steve Woelfel  
Title: SVP & CFO

**CONSENT OF LANDLORD**

Landlord hereby consents to assigning the Lease to Assignee and waives no rights under the Lease with respect to the tenant or the Assignee. Further, Landlord has and shall continue to have the right to consent to any future assignments of the Lease or the subletting of all or any portion of the Premises pursuant to the terms of the Lease.

**LANDLORD:**

**City of Fargo, North Dakota**

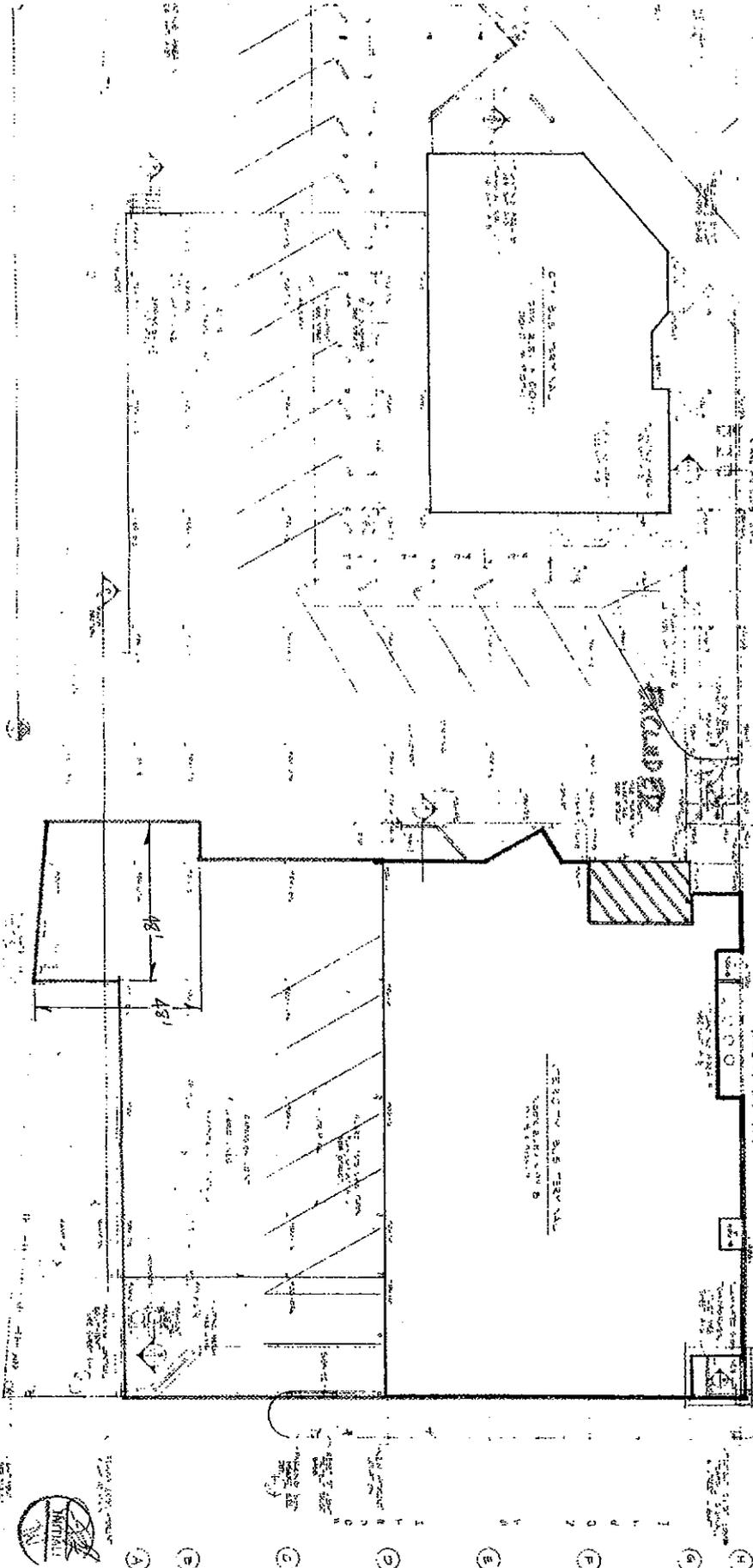
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**  
**ASSIGNMENT AND ASSUMPTION OF LEASE**

(Lease Agreement and Amendments thereto)

EXCLUSIVE USE OF GREENHOUSES



**South W. Twichell & Associates, P.C.**  
 architects and planners  
 220 1st Ave. S. Fargo, ND 58103  
 phone: 701.785.4444 fax: 701.785.4444  
 email: info@twichell.com website: www.twichell.com

**GROUND TRANSPORTATION TERMINAL**  
 FARGO, NORTH DAKOTA

SITE PLAN

A1

3



OFFICE OF THE CITY ADMINISTRATOR  
Pat Zavoral

**MEMORANDUM**

**TO:** BOARD OF CITY COMMISSIONERS  
**FROM:** CITY ADMINISTRATOR PAT ZAVORAL *patz*  
**DATE:** JUNE 11, 2009  
**SUBJECT:** LANDSCAPE ARCHITECTURAL SERVICES

Landscape Architectural services were sought to assist City staff in restoring properties damaged by the recent flood event. Three proposals from local firms were submitted expressing interest in the request for proposals. An ad hoc committee made up of Mark Bittner, Mark Williams and I reviewed the proposals.

It is recommended that T.L. Stroh Architects be awarded a contract to assist the City with the restoration project. Mr. Stroh has teamed with Ulteig Engineers and Hanson Design Associates, a local landscape architecture firm, to perform the work for the City. A contract for this work will be forthcoming at the next City Commission meeting. It is envisioned that most of the work will be done on an hourly basis, except for some unit work if specific landscape design assistance is needed. Payment for these services will come from the City's flood restoration account which will be funded from various revenue sources - Rainy Day fund.

**Recommended Motion**

Accept the recommendation to contract with T.L. Stroh Architects to provide assistance for flood damage restoration and direct appropriate staff to develop a contract for these services.

PZ:ck  
Attachment  
zzla





Proposal for Architectural /  
Landscape Architecture &  
Engineering Services

City of Fargo

Flood Restoration

**T.L. STROH**  
**ARCHITECTS**  
**AND INTERIORS**



June 05, 2009

Mr. Steven Sprague, City Auditor  
City of Fargo  
200 North 3<sup>rd</sup> Street  
Fargo, North Dakota 58102

Re: Request for Proposals  
Architectural/Engineering/Landscape Architecture Services  
City of Fargo

Dear Mr. Sprague:

T.L. Stroh Architects & Interiors proposes to team with Hanson Design Associates and Ulteig Engineers to provide architectural, landscape architectural, and engineering support services to assist in the City's restoration efforts.

We believe our TLISA staff's organizational skills and cost estimating experience, teamed up with Jim Hanson's landscape design experience, and Ulteig's site work support personnel, would provide the City of Fargo with the necessary qualifications and experience to assist with the neighborhood homeowner's site restorations.

Three of our staff personally experienced the sand bag walls around their homes; while others volunteered in neighborhoods and sand bag filling locations throughout the community during the flood of spring 2009. Our staff is very familiar with the damage created during the flood fight.

We would appreciate the opportunity to assist the City staff with this worthy restoration project.

Respectfully submitted,

T.L. Stroh Architects & Interiors, Ltd.

A handwritten signature in black ink, appearing to read "Terry Stroh". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Terry Stroh, AIA

*"Great relationships produce Great buildings"*

**FIRM & INDIVIDUAL PROFILES:**

We feel our “people skills” and experience with contractors will be valuable in working with the homeowners during the restoration of their individual properties.

**T.L. Stroh Architects & Interiors, established in 1990**, has built a reputation as a firm that creates strong relationships, innovative designs, and a long line of satisfied clients.

Terry L. Stroh, AIA – Principal Architect

As the principal and founder, Terry has been instrumental in developing the T.L. Stroh Architect’s mission of providing the highest quality of service to the client.

By developing strong relationships with clients, contractors, and his staff, Terry has established himself as one of the most prominent members of the architectural landscape in the region.

Mark W. Shaul, AIA - Architect

Over 30 years of architectural experience, with a resume that includes building restorations, historic architectural surveys, and custom single family residences.

Mark Granberg – Construction Manager, Cost Estimator

Over 30 years of construction, construction management, and estimating experience.

**Hanson Design Associates**, a sole proprietorship company established in 1997, providing landscape architectural services for better than 18 years; with over 10 years in the F/M area.

Jim Hanson, Registered Landscape Architect

Experienced landscape designer working with homeowners, contractors and the City of Fargo. (Over 18 years of landscape architectural experience; see relevant project experience)

John Wesolowski Sr., Urban Forestry Consultant

Urban Forestry Consultant since 1998, is an experienced appraiser in instances where the loss of trees and other vegetation has occurred and requires dollar value compensation determinations.

**Ulteig Engineers**, founded in 1944, is a local multi-disciplined firm that will provide support staff as needed for your restoration project.

AJ Wallevand, ASLA - Landscape Architect

Craig Wald, EIT – Civil Engineer-in-Training

Justin Knopf, EIT – Civil Engineer

Engineering Intern – Tech 1

Kristi Iverson – Staff Support

As the scope and schedule is more defined, the amount of participation and their responsibilities of each team member can be determined.

*“Great relationships produce Great buildings”*

**LANDSCAPING EXPERIENCE:**

The following represent projects where T.L. Stroh Architects, Hanson Design Associates, and Ulteig Engineers teamed up to provide architectural, landscape architectural, and civil engineering services.

**CURRENT PROJECTS:**

N.D.S.U. President's Residence North Dakota State University, Fargo, N.D.	T.L.S.A. / H.D.A / Ulteig	Under Construction
N.D.S.U. Bison Sports Arena North Dakota State University, Fargo, N.D.	T.L.S.A. / H.D.A / Ulteig	Construction Document Phase

**RECENT PAST PROJECTS:**

N.D.S.U. Memorial Union North Dakota State University, Fargo, N.D.	T.L.S.A. / H.D.A / Ulteig	Completed
AgCountry Corporate Offices West Acres Office Park, Fargo, N.D.	T.L.S.A. / H.D.A / Ulteig	Completed
Cass Co. Electric Corporate Offices Fargo, N.D.	T.L.S.A. / H.D.A / Ulteig	Completed

The following represent relevant project experience by Hanson Design Associates.

Residential Xeriscape Program, A joint project between the City of Fargo and US Bureau of Reclamation to promote water conservation in the residential landscape.

River Drive Homes Levy and Landscape Integration; working with the City of Fargo to integrate 2 homes' landscaping with the placement of a new levy.

Syverson and Bird Residences Levy and Landscape Integration.

Hentges Residence Original Landscape Plan and Coordination of 2009 Flood Restoration Work.

Regan Residence Timberline Bike Path Buffer and currently assisting with recommending tree replacements damaged by the placement of Hesco Barriers during the recent flood.

Ulliman Residence Levy and Landscape Integration.

**ESTIMATE OF COST - HOURLY RATES:**T.L. Stroh Architects:

Terry L. Stroh	\$175 / Hour
Mark W. Shaul	\$ 95 / Hour
Mark Granberg	\$100 / Hour
Intern Architect	\$ 55 / Hour
Clerical	\$ 45 / Hour

Ulteig Engineers:

AJ Wallevand	\$110 / Hour
Craig Wald	\$ 90 / Hour
Justin Knopf	\$ 90 / Hour
Engineer'g Intern	\$ 60 / Hour
Kristi Iverson	\$ 75 / Hour

Hanson Design Associates:

Jim Hanson	\$ 95 / Hour
John Wesolowski	\$ 70 / Hour

With Mileage Reimbursement

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## UNDERSTANDING OF THE SCOPE OF WORK:

The approach this team would like to encourage is based on Option 1 listed in the Request for Proposals. We feel that while Option 2 can be utilized, it should only be done so on a very limited basis. Because of the vast number of damaged properties and the resources that would be required to implement Option 2, this option could potentially become overwhelming.

We are proposing that Option 1 be developed further to include the following:

Develop a simple standard format spreadsheet with categories of repair items. This list can then be sent to each of the affected property owners with a cover letter instructing them to have their contractor fill in the quantities of damaged items along with their unit prices and sum totals. The items that may be included are the following:

- Finish Grading
- Sod / Seed Replacement
- Tree & Shrub Replacement
- Perennial Replacement
- Wood Mulch Replacement
- Rock Mulch Replacement
- PVC Edging Replacement
- Precast Concrete Edging Replacement
- Poured Concrete Edging Replacement
- Concrete Flatwork Repair
- Paver Patio Repair
- Landscape Planter Wall Repair
- Modular Block Wall Repair
- Irrigation Repair
- Landscape Lighting Repair
- Wood Fence Repair
- Metal Fence Repair
- Composite Fence Repair
- Other Items

Additional items can be added to allow for the diversity of materials that could potentially be utilized and would be investigated on a case by case basis. The above mentioned items would be the most commonly utilized in the landscape.

By soliciting fair prices from various commercial contractors in the area we would derive average prices to repair or replace each of these items. This would give us average prices that would become the maximum fair amount the City of Fargo would pay for each claim. This treats each property the same. If any of the dollar amounts or quantities of work exceed what would be allowed for, the property owner would become responsible for the difference.

When the initial claim is received, the quantity of damages would be verified. When the work is completed, the property would be inspected again to verify the work had been satisfactorily completed. In both instances, the spreadsheet submitted by the homeowner would become the checklist with which the inspector can use to verify the damage and then again verify the completion of the repair work.

With the quantity of properties that could potentially file with the city for reimbursement, a streamlined approach to evaluating the damage and costs should be developed.

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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: PLANNING DIRECTOR JIM GILMOUR** *JG*

**DATE: JUNE 11, 2009**

**SUBJECT: APPRAISALS OF FLOOD BUYOUT PROPERTIES**

The City of Fargo requested proposals for appraisal services for the flood buyout program. Two proposals were received. The selection criteria were qualifications, experience, fees, and the time needed to complete the work. Based on these criteria I am recommending that RM Hoefs & Associates, Inc. be hired for the appraisal work. A copy of the proposal is attached.

**RECOMMENDED MOTION:** Select the appraiser of RM Hoefs & Associates, Inc. to prepare appraisals for the flood property acquisition program.

RM HOEFS & ASSOCIATES, INC.  
 PO Box 3102  
 Fargo, North Dakota 58108

6/9/2009

**PREPARED FOR**

Butch McConn  
 Assistant City Attorney  
 City of Fargo  
 505 N Broadway Suite 606  
 Fargo, North Dakota 58102

**Bid Proposal**

**Terms and Conditions**

The appraisals will be prepared according to

- (1) The Uniform Act, (49 CFR 24.104), with the Uniform Appraisal Standards for Federal Land Acquisition serving as a guide for appraisal reporting and development.
- (2) The appraisals will also be prepared according to the Uniform Standards of Professional Appraisal Practice; 2008 - 2009 Edition
- (3) The development and reporting of the appraisal will also be consistent with the Appraisal Institute's Code of Professional Ethics
- (4) The preparation of the appraisal report will be consistent with FEMA instruction, utilizing the URAR form report with appropriate and pertinent addenda, under the Uniform Appraisal Standards for Federal Land Acquisitions.
- (5) Each property owner will be contacted and allowed the right of inspection with the appraiser.
- (6) Federal Government Central Contractor Registrant; minority owned business; DUNS available upon request.

Estimated appraisal completion time is one working day per property; allowing 1.5 months completion time, including unforeseen delays. The above fees do not include court fees, deposition fees or litigation preparation time. Those fees are billed separately. Three copies of each appraisal will be provided.

Address	No. Properties	Fee	Estimated Appraisal Fee
1 Oak Grove / Oak Grove Area	6	\$ 600.00	\$ 3,600.00
2 River Road South / Belmont Park	7	\$ 600.00	\$ 4,200.00
3 Southwood Drive	4	\$ 700.00	\$ 2,800.00
4 Harwood Groves	1	\$ 1,000.00	\$ 1,000.00
5 Lemke Area	5	\$ 700.00	\$ 3,500.00
6 South Acres	4	\$ 600.00	\$ 2,400.00
			\$ 2,800.00
<b>TOTAL ESTIMATED FEES</b>			<b>\$ 20,300.00</b>

Thank you!

4

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. 5683

Type: Scope of Work  
Cost Proposal for Engineering Services

Location: FM Metro Flood Study

Date of Hearing: 06/09/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>06/15/09</u>
PWPEC File	<u>X</u>
Project File	<u>April Walker</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>                    </u>

To keep the FM Metro Flood Protection study on an accelerated schedule, the US Army Corps of Engineers (USACE) has requested the Cities of Fargo and Moorhead assist in the completion of a number of technical tasks. The Cities, in turn, would retain the services of engineering consultants to complete the work. The Cities would receive work-in-kind credits for the full metro study costs.

The three technical tasks to be completed are summarized as follows:

	<u>Project</u>	<u>Lead Consultant</u>	<u>Contracting Agency</u>	<u>Cost</u>
5683-03	Unsteady Modeling	Houston Engineering	City of Moorhead	\$165,000
5683-04	Storm Sewer Modeling	Houston Engineering	Moorhead & Fargo	\$300,000
5683-05	Diversion Analysis	Moore Engineering	Fargo	\$330,000

Due to the accelerated schedule, Mark Bittner recommended approval of the Scope of Work and consultant assignments as listed above.

On a motion by Pat Zavoral, seconded by Al Weigel, the Committee voted to recommend approval of Engineering Services Cost Proposals.

**RECOMMENDED MOTION**

Approve Scope of Work and Cost Proposal from Moore Engineering for Project 5683-05 for analyzing Red River Diversion alternatives.

**PROJECT FINANCING INFORMATION:**

Recommended source of funding for project: Storm Sewer Utility

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

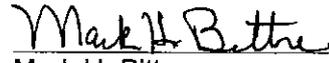
Yes	No
<u>          </u>	<u>          </u>
<u>N/A</u>	<u>          </u>
<u>          </u>	<u>N/A</u>
<u>          </u>	<u>          </u>

COMMITTEE

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

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

ATTEST:

  
Mark H. Bittner  
City Engineer

**From:** Snyder, Aaron M MVP [Aaron.M.Snyder@usace.army.mil]  
**Sent:** Monday, June 08, 2009 12:41 PM  
**To:** Mark Bittner; Bob Zimmerman  
**Cc:** April Walker; Evans, Craig O MVP  
**Subject:** Diversion Channel Alternative SOW - For Work in-Kind  
**Attachments:** FMMFS\_I\_Hydraulics\_SOW\_4\_Alignments\_FINAL.doc;  
FMMFS\_K\_Gov\_furnished\_SOW.doc; FMMFS\_N\_cadd\_SOW.doc;  
FMMFS\_T\_Econ\_SOW.doc; 090516\_SCOPE\_MAIN.doc; 090527  
\_FMMFS\_Attach\_B\_Geotech.doc; FMMFS\_A\_Civil\_SOW.doc; FMMFS\_C  
Structure\_SOW.doc; FMMFS\_F\_quan\_SOW.doc; FMMFS\_H\_Costs\_SOW.doc

**Importance:** High

Mark and Bob -

Attached is the Scope of Work for the Diversion channel alternative we would like to have considered. There would be 2 MN alignments with 3 sizes for each, 2 ND alignments one with 2 sizes and the other (Sheyenne diversion included with 1 size). The work should be completed No Later Than August 31st and we expect the contractor to work closely with the Corps staff. We estimate this work to cost ~\$330,000.

How are things coming on the contract for the unsteady modeling?

Please let me know if you have any questions.

Thanks,  
Aaron

Aaron M. Snyder  
USACE Planner and Project Manager, PMP  
MVD Plan Formulation Regional Technical Specialist  
651-290-5489  
612-518-0355 (Cell)  
[Aaron.M.Snyder@usace.army.mil](mailto:Aaron.M.Snyder@usace.army.mil)

## **Attachment I**

# **Fargo-Moorhead Metro Feasibility Study, Phase 2 Preliminary Hydraulic Design of Diversion Channel Alternatives In-Kind Services Scope of Work**

### **GENERAL**

1. The contractor shall perform the preliminary hydraulic design of diversion channel alternatives to convey a portion of the flow in the Red River of the North (RRN) around Fargo ND and Moorhead, MN. This work will include analyzing four alternative diversion alignments, two on the Minnesota side and two on the North Dakota side. The work will include, but is not limited to the following items.

- analyze alternative channel sections and profiles to minimize excavation,
- determine the preliminary size, configuration and location for road and railroad bridges over the alternative diversion channels,
- develop a preliminary design of the diversion inlet structures,
- develop a preliminary design for control structures on the RRN or other rivers, if they are needed,
- determine what structures are required at the downstream end of the diversion channel alternatives,
- determine the extent of upstream tie-back levees, if they are required,
- estimate side drainage facilities required for major and minor side channels,
- develop an appendix summarizing the preliminary hydraulic design work.

### **FURNISHED DATA**

2. The criteria, manuals, reports, computer programs, models, etc. in the following list can be obtained at the links provided. If a link is not provided, either a PDF file or a printed copy will be provided. The following list is not intended to be all inclusive, but lists specific criteria and reports that will be provided. Other sources such as handbooks, texts, and publications shall be used as standards for design where applicable.

#### **Criteria and Design Manuals**

ER 1110-2-1405, "Hydraulic Design for Local Flood Protection Projects," U.S. Army

Corps of Engineers, 30 September 1982. <http://140.194.76.129/publications/eng-regs/er1110-2-1405/toc.htm>

EM 1110-2-1601, "Hydraulic Design of Flood Control Channels," U.S. Army Corps of Engineers, 1 July 1991, Change 1 – 30 June 1994. <http://140.194.76.129/publications/eng-manuals/em1110-2-1601/toc.htm>

EM 1110-2-1603, "Hydraulic Design of Spillways," U.S. Army Corps of Engineers, 16 January 1990, errata #1 - 31 August 1992. <http://140.194.76.129/publications/eng-manuals/em1110-2-1603/toc.htm>

EM 1110-2-1605, "Hydraulic Design of Navigation Dams," U.S. Army Corps of Engineers, 12 May 1987. <http://140.194.76.129/publications/eng-manuals/em1110-2-1605/toc.htm>

Hydraulic Design Criteria, Volumes 1 and 2. <http://chl.erdc.usace.army.mil/hdc>

U.S. Geological Survey, 1992, "Techniques for Estimating Peak-Flow Frequency Relationships for North Dakota Streams" <http://water.usgs.gov/software/NFF/manual/nd/index.html>

Technical Report No 2-650, "Stability of Riprap and Discharge Characteristics, Overflow Embankments, Arkansas River, Hydraulic Model Investigations," June 1964, U.S. Army Corps of Engineers Waterways Experiment Station, (PDF file provided).

Technical Report H-74-9, "Practical Guidance for Design of Lined Channel Expansions at Culvert Outlets," October 1974, U.S. Army Corps of Engineers Waterways Experiment Station, (PDF File provided).

Technical Report HL-81-3, "Channel Control Structures for Souris River at Minot, North Dakota," April 1981, U.S. Army Corps of Engineers Waterways Experiment Station, (PDF File provided).

St. Paul District, Standard Riprap Gradation Memorandum and Table 3-1A, 6 October 1993, (PDF File provided).

## Reports

"Grand Forks Red River Floodway Pre-Feasibility Study," Acres International Limited, July 1997 (printed copy provided and must be returned).

"Split Flow Diversion Channel Evaluation," Main Report, In Support of General Reevaluation Report, East Grand Forks, Minnesota, Grand Forks, North Dakota, Short

Elliot Hendrickson, Inc., January 1998 (printed copy provided and must be returned).

“Split Flow Diversion Channel Evaluation,” Appendices A-D Supporting Documentation, In Support of General Reevaluation Report, East Grand Forks, Minnesota, Grand Forks, North Dakota, Short Elliot Hendrickson, Inc., January 1998 (printed copy provided and must be returned).

### **Computer Programs**

HEC-RAS 4.0, Hydrologic Engineering Centers River Analysis System, March 2008. <http://www.hec.usace.army.mil/software/hecras/hecras-download.html>

HEC-GeoRAS 4.1.1 for ArcGIS 9.1, GIS tools for support of HEC-RAS using ArcGIS, January 2006. [http://www.hec.usace.army.mil/software/hecras/hec-georas\\_downloads.html](http://www.hec.usace.army.mil/software/hecras/hec-georas_downloads.html)

### **Discharge Data**

Discharge-Frequency Data for RRN in the Fargo Moorhead Metro Area updated to include the Spring 2009 event. This will include discharges upstream and downstream of significant tributaries with the coincidental flow for the tributaries being the difference between the two discharges (PDF file and printed copy provided).

## **HYDRAULIC DESIGN STUDY ITEMS**

### **General**

3.1 Hydraulic analysis of the alternatives should incorporate, but is not limited to, the following guidance. Three of the preliminary diversion channel alignments will be those developed by Moore Engineering shown on the attached map. These alignments shall be used as a starting point; however, the alignments may be revised as necessary. An additional North Dakota alignment incorporating the Sheyenne River diversions will also be developed. Three capacities will be considered for the short Minnesota alignment, three capacities for the long Minnesota alignment, two capacities for the North Dakota alignment and one capacity for the North Dakota alignment incorporating the Sheyenne River diversion. The capacities to be analyzed will be agreed upon by the Contractor, the Cities of Fargo and Moorhead, and the U.S. Army Corps of Engineers. For each alternative diversion alignment that is considered, a corresponding georeferenced HEC-RAS model will be developed; however, the geo-referencing does not need to be exact. The HEC-RAS models will be well documented. Significant Manning’s “n” value research was performed for the “Split Flow Diversion Channel Evaluation for East Grand Forks, MN and Grand Forks, ND.” This information should be considered when selecting the Manning’s “n” values for the diversion channel alternatives. The preliminary hydraulic analysis and design of the diversion channel alternatives will be in sufficient detail that

screening level cost estimates can be developed from the results.

### **Alternative Channel Sections and Profiles**

3.2 The Contractor shall analyze alternative channel sections and bottom profiles for each alignment and capacity with the intent being to develop the most cost effective configuration. The channel section shall include a low flow channel and spoil areas for the excavated material adjacent to the channel. Hydraulic design of channel riprap should be based on guidance provided in EM 1110-2-1601 and should be based on low Manning's "n" values for the channel alternatives. The alternatives considered should incorporate geotechnical considerations such as the maximum allowable depth of excavation and recommended channel side slopes.

### **Road and Railroad Bridge Configurations**

3.3 The contractor shall determine a preliminary configuration for the road and railroad bridges for each diversion channel alternative. Considerations in sizing the bridges should include geotechnical considerations, head loss through the bridges, and riprap requirements. The width and number of bridge crossings should be minimized to the degree possible. The bridge sizing effort should be in sufficient detail that preliminary bridge cost estimates can be prepared. The contractor shall provide a summary table listing the bridge locations and dimensions for each alignment and capacity that can be used in developing the cost estimates.

### **Diversion Inlet Structures**

3.4 If flow into the diversion will occur very frequently based on the maximum allowable depth of excavation, the Contractor shall perform a preliminary design of a diversion inlet control structure (probably a weir structure) to limit the frequency of flow into the diversion channel. Flow should not occur into the diversion channel alternatives until an event larger than the 5-year event at a minimum and preferably not until an event larger than the 10-year event. The preliminary design of the alternative diversion inlet structures should include required energy dissipation facilities such as stilling basins, blocks, end sills, and riprap. Alternatives to a concrete weir structure, such as a rock fill "dam" with a sheet pile cutoff, should also be examined. The safety of these alternatives should be part of the preliminary design.

### **Control Structures**

3.5 The Contractor shall perform a preliminary design of RRN control structures, if required, and control structures on any other rivers required for the North Dakota side alignment. Hydraulic Design Criteria, Volumes 1 and 2 should be used in design of the control structures. Tainter gates, roller gates, and vertical lift gates should be considered. The preliminary design of the alternative structures should include required energy dissipation facilities such as stilling basins, blocks, end sills, and riprap.

### **Downstream End of Diversion Channel Structures**

3.6 The contractor shall evaluate whether downstream drop structures are required for the alternative diversion channels. It should be noted that the RRN may back up into the downstream end of the diversion channel alternatives before the diversion inlet structure is overtopped and the RRN starts to flow into the diversion channel. Therefore, a drop structure the entire width of the diversion channel may not be required. If drop structures the width of the diversion channel are required, the Contractor shall perform a preliminary design of the structures. If drop structures the width of the diversion channel are not required, the Contractor shall determine if a "low flow" drop structure is required for flow from legal drains, ditches, creeks, etc. The preliminary design of the structures should include required energy dissipation facilities such as stilling basins, blocks, end sills, and riprap.

### **Upstream Tieback Levees**

3.7 The contractor shall perform a preliminary design of the tie-back levees at the upstream end of the diversion channels, if they are required. The preliminary design shall include the alignment, top-of-levee profile and section of the levees.

### **Side Drainage Facilities**

3.8 The Contractor shall perform a preliminary design of typical facilities required for drainage of major and minor side channels into the diversion. This will include typical facilities for major side channels such as legal drains, large highway ditches and creeks as well as typical facilities for minor drains such as small road ditches and field drains. Designs for two typical major facilities and two typical minor facilities will be developed. The preliminary design of these structures should include required energy dissipation and riprap. A table summarizing how many of each typical facility are required should be developed for each diversion channel alternative for use in preparing cost estimates.

### **Hydraulic Design Appendix**

3.9 The Contractor will write a Hydraulics Appendix that summarizes the hydraulic analysis and design, alternatives considered and the selected plan for each diversion alignment and capacity. Items to be described should include, but are not limited to, the alternative diversion channel alignments, sections and profiles, road and railroad bridges, diversion inlet structures, control structures, structures required at the downstream end of the diversion channels, tie-back levees and side drainage facilities. The appendix narrative shall support the selected alternative designs and shall describe reasoning used to eliminate alternatives and justify the selected plan. The appendix narrative, tables and plates shall be sufficient to permit reviews by technical people with only a general knowledge of the project.

## **DATA TO BE SUPPLIED**

4.1 In addition to the Hydraulic Appendix, all study computations, working drawings, and supporting data will be provided and will be bound, indexed, legible, and in good order. A printed listing of all HEC-RAS input and output for all alternatives considered will be provided. This same information will also be delivered either on a computer disk or electronically. A base map showing a plan view of the study reach showing all diversion alignment alternatives considered will be prepared. More detailed base maps of the selected alternative for each alignment will also be prepared. This map should show the centerline as well as the location of cross sections used in the HEC-RAS models.

**ATTACHMENT K**

**Government Furnished Information**

1. The Government shall furnish all previous work conducted by the Government this includes but is not limited to: Hydraulic and Hydrologic models, Digital Elevation Models for the entire project area, Aerial Mapping- Images (\*.tif, \*.txt, and \*.TFW), Digital Terrain Models (\*.dtm) Microstation Inroads, Topography (\*.dgn) Microstation, initial designs and performance, initial assumptions, and initial cost estimates.
2. Any information developed as part of this contract will be delivered to the government upon completion of the contract and will be used in future development of the project.

ATTACHMENT N

DRAFTING AND CAD REQUIREMENTS

1. GENERAL. The preparation of drawings as defined herein shall conform in detail and scope to references. All design work, surveys, drawings, maps, and details to be provided under this contract shall be accomplished and developed using computer-aided design and drafting (CAD) software and procedures conforming to the following criteria. Drawings shall be neat and accurate, carefully laid out to avoid overcrowding and confusion. Make proper use of symbols as specified in the Drafting Standard. CADD files shall plot to appropriate scales, line weights, with complete titles.

1.1 POINT OF CONTACT. Questions regarding CADD system should be referred to:

Questions regarding CADD standards should be referred to:

Mr. Jan Lassen at (651)290-5564

jan.i.lassen@usace.army.mil

U.S. Army Corps of Engineers

St. Paul District

CEMVP-ED-D

Design Branch

Civil Section

Questions regarding CADD system should be referred to:

Ms. Chris Afdahl at (651)290-5712

Christine.A.Afdahl@usace.army.mil

U.S. Army Corps of Engineers

St. Paul District

CEMVP-ED-D

Design Branch

Civil Section

1. CADD GRAPHIC FORMAT. All CADD data shall be supplied in Bentley Systems MicroStation native three-dimensional electronic digital format (i.e., .dgn, .cel), and compatible with Windows XP, the Governments target system. The contractor shall ensure that all digital files and data (e.g., base files, reference files, and cell libraries) adhere to the standards and requirements specified herein.

Digital terrain models and drawings utilized by the contractor in the design of the project shall also be compatible with Bentley Systems' Inroads SELECTCAD.

2. CADD STANDARDS. Drawings shall be prepared in accordance with the applicable provisions of the National CAD Standard, Architectural/Engineering/Construction (A/E/C) Computer-Aided Design and Drafting (CADD) Standards, MVD CAD Supplement to the A/E/C CADD Standard 3.0, and Standards Manual for the St. Paul District, chapters 6-16. The Government will provide the

Architectural/Engineering/Construction (A/E/C) Computer-Aided Design and Drafting (CADD) Standards, the MVD CAD Supplement to the A/E/C CADD Standard 3.0, and the Standards Manual for the St. Paul District. The National CAD Standard is available from:

National CAD Standard, c/o NIBS  
1090 Vermont Avenue, NW, Suite 700  
Washington, DC 20005-4905  
Phone: 202-289-7800 Fax: 202-289-1092

Approximate Prices: \$410.00 each, \$290.00 for members.

The electronic seed/prototype files, the plotter configuration files, the electronic detail library, the electronic symbol library, the electronic text and font library, and the electronic line style/type library will be provided by the Government. Standard drawing size shall be D. English Working Units and the Government's standard file-naming convention shall be used. The Contractor shall submit a written request for approval of any deviations from the Government's established CADD standards. No deviations from the Government's established CADD standards will be permitted unless prior written approval of such deviation has been received from the Government.

4. DELIVERY MEDIA AND FORMAT. A copy of all (CAD and non-CAD) data and files developed under this contract shall be delivered to the Government on electronic digital media at submittals noted in appendix SUBMITTALS. The SUBMITTALS shall be delivered in accordance with Chapter 7 Deliverables and Data Exchange of the St. Paul and A/E/C CADD Standards. The preferred deliverable media is CD-ROM with no compression.

The external label for each electronic digital media shall contain, as a minimum, the following information:

- (1) The Contract Number (and Delivery Order Number if applicable), project name, type of submittal, and date.
- (2) The sequence number of the digital media.

Before a CAD file is placed on the delivery electronic digital media, the following procedures shall be performed:

- (1) Remove all extraneous graphics outside the border area and set the active parameters to a standard setting or those in the Government-furnished seed file.
- (2) Make sure all reference files are attached without device or directory specifications.
- (3) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, etc.) necessary for a complete project.
- (4) All files submitted conform to the electronic drawing file

naming convention outlined in Chapter 2 of the Standards Manual for St. Paul District.

5. DRAWING DEVELOPMENT DOCUMENTATION. Complete documentation concerning the development of each finished drawing shall be included on level {Discipline}-ANNO-NPLT of the drawing as described in the A/E/C CADD Standards. The following additional information for each finished drawing shall also be included:

(1) A metadata file(s) compliant with the Federal Geographic Data Committee (FGDC) Content Standards for the Digital Geospatial Metadata shall be submitted for all geospatially located data. The COE will provide a FGDC compliant Metadata package to generate these files upon request by the Contractor.

6. HARD COPY TRANSMITTALS. A transmittal letter containing, as a minimum, the following information shall accompany each electronic digital media submittal to the Government. The transmittal letter shall be dated and signed by the appropriate Contractor's representative. The transmittal letter shall be provided to the Government on standard letter size paper. An electronic copy of the transmittal letter in a Microsoft Word, or ASCII format shall also be provided on the electronic digital media submitted to the Government.

(1) The information included on the external label of each media unit (e.g., disk,)), along with the total number being delivered, and a list of the names of the files on each one.

(2) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version, which has detected the latest known viruses at the time of delivery of the digital media.

In addition, the Contractor shall provide the following "Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal. The "Project Documentation Information" shall be provided to the Government on standard letter size paper. An electronic copy of this information in a Microsoft Word, or ASCII format shall also be provided on the electronic digital media submitted to the Government.

(1) List of any deviations from the Government's standard layer/level scheme and file-naming conventions. The Contractor is not required to make layer/level corrections to Government furnished base information.

(2) List of all database files associated with each drawing. A description and documentation of the database format and schema

design.

The Contractor shall also provide hard copies, as specified elsewhere in this Scope of Work, of each finished drawing with each electronic digital media submittal to the Government.

7. ELECTRONIC BID SETS (EBS).

(1) Survey Contracts will not be advertised using EBS and will not be required to generate CAL files.

(2) This project may be advertised using electronic bid sets via compact disks. The AE shall provide the specifications and drawings in suitable format to accomplish this.

(3) The ready-to-advertise specifications shall be furnished in Adobe Portable Document Format (PDF). One PDF file shall be furnished for each specifications section.

(4) The drawings shall be furnished as full-size electronic raster CALS, group 4 files, rotated such that orientation is landscape on the screen in either 200, 300 or 400 dpi (whichever resolution is required to produce the required level of detail) including reference files. One CALS file shall be provided for each drawing. A generic ASCII index file (tab delimited) named TITLESV.TXT shall also be furnished. The file shall contain one line for each drawing with the sheet number, desired electronic filename, plate number, and drawing title. A sample titlesv.txt file will be furnished.

8. OWNERSHIP. The Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the Government and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All text, electronic digital files, data, and other products generated under this contract shall become the property of the Government.

9. GOVERNMENT-FURNISHED MATERIALS. CAD specific Government furnished materials as noted in appendix GOVERNMENT FURNISHED INFORMATION.

10. PROJECT DRAWING FILE DEVELOPMENT. The project name shall be Fargo Moorhead Metro Feasibility Study.

## FARGO-MOORHEAD METRO DIVERSION ALTERNATIVES

## H&amp;H Input for Economic Analysis

The HEC-FDA (Flood Damage Analysis) model is used by the study economist to estimate flood damages for the various conditions to be evaluated as part of the feasibility study. These conditions typically include the without-project condition and the various with-project conditions that correspond with alternatives to be evaluated. A key input to the FDA model is a set of water surface profiles, 8 in number ranging in frequency from the 2-year event to the 500-year event, which will be unique for the condition evaluated. The format for this input is shown in the example below including the flood frequencies to be considered and the river mile stationing for which elevations are required. Note that flow discharges are not required as input variables. A separate set of profiles are to be developed for each condition evaluated.

This information will be provided to the Corps economist during the plan development so that benefits of the plan can be completed. The contractor is expected to work closely with the Corps economist on this effort.

WSP\_Name  
 WSP\_Probability  
 WSP\_Probability

Description  
 Imported from HEC-RAS

Plan  
 Without

Year  
 2010

Stream  
 RRN

Type  
 STAGE-FREQUENCY

Notes

WSP_Station	Invert	0.5 Stage	0.2 Stage	0.1 Stage	0.05 Stage	0.02 Stage	0.01 Stage	0.005 Stage	0.002 Stage
403.65	832.3	860.74	869.44	873.39	875.62	876.83	877.81	878.81	879.59
404.98	836.6	861.63	870.26	873.78	875.99	877.22	878.09	879.03	879.8
406.51	834.9	862.92	871.34	874.75	876.75	878	878.56	879.31	880.1
410.21	838	864.61	872.89	876.04	877.8	879.08	879.47	880.1	880.66
413.23	837.6	866.55	874.94	877.79	879.2	880.07	880.69	880.85	881.33
414.98	842.7	867.59	876.21	879.18	880.5	880.96	881.62	882.03	882.3
415.38	841.4	867.69	876.29	879.27	880.59	881.08	881.76	882.21	882.51
415.84	843	867.79	876.35	879.31	880.67	881.22	881.94	882.44	882.84
415.9	844.1	867.81	876.36	879.34	880.7	881.26	882	882.51	882.94
415.91	844.1	867.82	876.38	879.36	880.75	881.4	882.2	882.77	883.27
415.93	837.5	867.83	876.39	879.38	880.78	881.45	882.25	882.81	883.32
417.1	840.8	868.14	876.75	879.87	881.4	882.23	882.99	883.62	884.26
418.18	844.4	868.54	877.22	880.37	881.83	882.71	883.46	884.13	884.86
419.92	844.7	869.62	878.15	881.08	882.46	883.28	884.02	884.73	885.54
420.32	843.8	869.83	878.36	881.31	882.76	883.61	884.37	885.11	885.95
421.93	845.3	870.41	878.97	881.98	883.37	884.2	884.95	885.7	886.55
422.69	847.4	870.56	879.14	882.18	883.6	884.46	885.23	886	886.88
423.95	849.5	870.84	879.47	882.64	884.24	885.26	886.15	887.04	888.04
425.51	848.7	871.35	879.95	883.2	884.88	885.94	886.87	887.79	888.84
426.87	851.1	871.87	880.41	883.73	885.49	886.61	887.59	888.54	889.61
428.06	849.6	872.21	880.78	884.19	886.07	887.21	888.22	889.22	890.37
428.74	850.3	872.53	881.03	884.5	886.56	887.77	888.87	889.97	891.19
430.23	852	873.37	881.63	885.21	887.56	888.85	890.09	891.37	892.71
431.94	853.5	874.58	882.66	886.38	888.89	890.09	891.27	892.56	893.95
432.07	853.42	874.61	882.67	886.4	888.91	890.09	891.21	892.47	893.86
432.1	853.46	874.63	882.69	886.42	888.94	890.12	891.28	892.57	893.98
432.84	855.5	874.82	882.91	886.68	889.25	890.49	891.82	893.1	894.52
433.26	854.4	874.94	883.03	886.83	889.4	890.63	891.95	893.18	894.58
433.35	855	874.97	883.06	886.87	889.45	890.69	892.01	893.2	894.6
433.37	855	874.98	883.07	886.87	889.46	890.7	892.04	893.26	894.66
433.83	854.5	875.07	883.16	886.98	889.6	890.87	892.23	893.38	894.78
434.61	852.8	875.23	883.29	887.13	889.78	891.08	892.45	893.57	894.97
435.7	855	875.47	883.54	887.41	890.11	891.45	892.9	894.05	895.42
436.34	855	875.63	883.71	887.62	890.38	891.74	893.25	894.41	895.7
437.05	863.83	875.91	883.94	887.89	890.72	892.09	893.66	894.85	896.22
437.95	856	876.33	884.27	888.27	891.16	892.51	894.14	895.43	896.91
438.78	857	876.54	884.51	888.56	891.51	892.88	894.63	896.03	897.66
439.05	856	876.6	884.59	888.66	891.63	893.03	894.83	896.31	898.04
439.46	855.1	876.71	884.74	888.85	891.86	893.28	895.17	896.75	898.63
439.47	855.1	876.71	884.74	888.85	891.86	893.28	895.16	896.77	898.69
439.5	857	876.72	884.77	888.89	891.91	893.33	895.23	896.84	898.77
439.66	856	876.77	884.83	888.95	891.98	893.41	895.33	896.95	898.88
440.31	858	876.91	884.98	889.13	892.2	893.65	895.63	897.23	899.05
440.32	858.1	876.91	884.98	889.14	892.21	893.66	895.65	897.26	899.06
440.33	858.1	876.93	885.09	889.23	892.28	893.72	895.71	897.3	899.09
440.34	857	876.92	885.09	889.23	892.28	893.72	895.71	897.3	899.1
440.54	858	876.96	885.13	889.28	892.34	893.78	895.79	897.39	899.11
441.53	859	877.24	885.33	889.44	892.49	893.94	895.99	897.58	899.19
442.14	858	877.47	885.47	889.56	892.61	894.07	896.15	897.73	899.32
442.45	857	877.57	885.52	889.6	892.65	894.1	896.18	897.77	899.37
442.93	858.06	877.72	885.66	889.73	892.76	894.23	896.32	897.95	899.47
443.69	858	877.98	885.91	889.97	892.99	894.49	896.6	898.31	899.68
443.99	859	878.07	885.99	890.06	893.1	894.62	896.76	898.52	899.78
444.33	856	878.14	886.03	890.11	893.15	894.68	896.84	898.57	899.84
444.92	859	878.29	886.12	890.19	893.25	894.79	896.95	898.65	899.94
445.18	860	878.38	886.21	890.28	893.34	894.91	897.1	898.82	900.1
445.31	860	878.43	886.26	890.35	893.43	895.04	897.28	899.08	900.21
445.36	859	878.44	886.27	890.37	893.46	895.06	897.31	899.09	900.23
445.76	857.69	878.48	886.3	890.39	893.48	895.09	897.35	899.14	900.28
446.09	860	878.54	886.32	890.4	893.49	895.11	897.36	899.16	900.3

446.29	861	878.61	886.37	890.44	893.53	895.15	897.41	899.22	900.38
446.7	860.9	878.77	886.53	890.59	893.69	895.34	897.66	899.54	900.65
446.76	861	878.79	886.55	890.6	893.7	895.35	897.67	899.57	900.69
447.04	860	878.89	886.65	890.73	893.86	895.55	897.94	899.92	901.01
447.24	859	878.99	886.73	890.8	893.92	895.62	898.01	900.03	901.11
447.42	861	879.11	886.82	890.88	894	895.72	898.12	900.15	901.27
447.78	856.99	879.28	886.95	891.01	894.15	895.9	898.36	900.36	901.56
448.13	861	879.41	887.06	891.12	894.27	896.04	898.52	900.58	901.81
448.36	859	879.55	887.19	891.27	894.44	896.25	898.8	900.87	902.16
448.89	865.3	879.91	887.44	891.5	894.66	896.49	899.05	901.17	902.48
448.9	864.3	879.92	887.45	891.51	894.66	896.5	899.06	901.19	902.51
448.9	864.3	879.99	887.49	891.56	894.71	896.54	899.11	901.22	902.54
448.91	861	880	887.49	891.57	894.72	896.56	899.12	901.24	902.56
449.06	861	880.09	887.6	891.69	894.87	896.73	899.33	901.46	902.84
449.07	861	880.09	887.64	891.8	894.96	896.81	899.4	901.51	902.91
449.09	862	880.1	887.64	891.8	894.96	896.82	899.4	901.52	902.92
449.28	863	880.19	887.74	891.91	895.09	896.97	899.6	901.75	903.2
449.61	860.13	880.36	887.88	892.04	895.21	897.11	899.75	901.92	903.42
449.97	864	880.59	888.06	892.24	895.41	897.33	899.97	902.15	903.69
450.19	862	880.74	888.19	892.36	895.56	897.51	900.17	902.36	903.91
450.84	858	881.12	888.5	892.64	895.83	897.81	900.49	902.7	904.31
450.86	863.4	881.13	888.51	892.64	895.83	897.81	900.49	902.69	904.28
450.87	863.4	881.16	888.54	892.67	895.85	897.86	900.59	902.84	904.34
451.2	865	881.29	888.66	892.8	895.99	898.02	900.78	903.1	904.73
451.37	865.2	881.43	888.8	892.95	896.16	898.21	900.99	903.36	905.07
451.39	865.2	881.47	888.85	893	896.21	898.27	901.14	903.5	905.23
451.41	861	881.5	888.88	893.02	896.23	898.29	901.16	903.51	905.25
451.57	867	880.59	889.02	893.18	896.44	898.56	901.48	903.84	905.58
451.61	866.8	881.62	889.04	893.21	896.47	898.59	901.52	903.89	905.63
451.63	866.8	881.63	889.04	893.21	896.47	898.6	901.56	903.97	905.67
451.65	859	881.65	889.05	893.21	896.47	898.59	901.55	903.96	905.65
451.67	867.9	881.64	889.04	893.21	896.47	898.59	901.56	903.97	905.64
451.68	867.9	881.69	889.09	893.25	896.51	898.63	901.58	903.98	905.61
451.69	864	881.7	889.09	893.25	896.51	898.63	901.59	904.04	905.79
451.71	865.9	881.71	889.12	893.29	896.56	898.69	901.67	904.14	905.88
451.72	865.9	881.73	889.14	893.33	896.59	898.73	901.71	904.2	905.97
451.73	864	881.78	889.18	893.35	896.62	898.76	901.73	904.24	906.02
451.85	864	881.79	889.2	893.42	896.69	898.83	901.81	904.34	906.12
452.03	863	881.9	889.33	893.57	896.85	899.01	901.99	904.44	906.25
452.04	863	881.9	889.33	893.58	896.85	899.01	902	904.45	906.25
452.05	867	881.97	889.34	893.58	896.87	899.02	902.01	904.46	906.26
452.06	867	881.98	889.35	893.59	896.88	899.03	902.01	904.47	906.27
452.25	867	882.14	889.45	893.68	896.97	899.14	902.13	904.6	906.42
452.46	869	882.37	889.6	893.82	897.13	899.32	902.36	904.81	906.65
452.7	866.08	882.64	889.79	894.01	897.33	899.54	902.61	905.13	906.98
452.94	867	882.76	889.91	894.12	897.45	899.67	902.76	905.29	907.17
453.16	867	882.91	890.04	894.25	897.59	899.84	902.94	905.5	907.4
453.39	865	883.04	890.15	894.36	897.71	899.98	903.1	905.67	907.57
454.02	866	883.42	890.46	894.64	897.97	900.24	903.35	905.91	907.84
454.1	865	883.46	890.51	894.69	898.02	900.29	903.4	905.96	907.9
454.75	864	883.77	890.8	894.97	898.32	900.61	903.7	906.25	908.21
455.16	866	883.95	891.01	895.18	898.53	900.83	903.91	906.44	908.4
455.2	866.6	883.98	891.03	895.2	898.55	900.85	903.93	906.46	908.41
455.23	866.6	884	891.04	895.2	898.56	900.86	903.93	906.48	908.44
455.28	865	884.01	891.05	895.22	898.57	900.88	903.96	906.54	908.56
455.52	864.58	884.09	891.14	895.31	898.67	900.98	904.06	906.65	908.68
455.59	866	884.12	891.18	895.35	898.72	901.03	904.13	906.7	908.72
455.92	865	884.24	891.3	895.48	898.87	901.21	904.33	906.85	908.86
456.65	865	884.52	891.57	895.74	899.13	901.49	904.6	907.1	909.11
457.09	866	884.7	891.74	895.91	899.31	901.67	904.78	907.25	909.26
457.27	861.18	884.76	891.79	895.95	899.34	901.7	904.81	907.28	909.29
457.8	864	884.89	891.98	896.18	899.6	901.99	905.11	907.55	909.56
457.95	855.9	884.93	892.04	896.23	899.65	902.02	905.14	907.57	909.59
457.97	855.9	884.93	892.04	896.23	899.65	902.03	905.14	907.58	909.59
457.98	855.9	885	892.08	896.28	899.7	902.06	905.17	907.59	909.6
457.99	855.9	885	892.08	896.28	899.7	902.06	905.17	907.59	909.6
458.32	869	885.01	892.11	896.33	899.77	902.15	905.27	907.7	909.72
458.75	866	885.22	892.35	896.57	900.02	902.42	905.56	907.89	909.89
459.64	864.81	885.56	892.73	896.92	900.35	902.75	905.83	908.09	910.07

460.28	868.74	885.91	893.14	897.32	900.76	903.19	906.13	908.29	910.24
460.72	869.04	886.4	893.47	897.65	901.12	903.58	906.5	908.52	910.42
461.3	868.04	886.89	893.94	898.12	901.63	904.09	906.86	908.77	910.61
462.03	864.16	887.51	894.76	898.83	902.24	904.64	907.25	909.07	910.82
462.04	869.5	887.58	894.83	898.87	902.27	904.66	907.26	909.08	910.82
462.06	869.5	887.59	894.84	898.88	902.28	904.7	907.3	909.15	910.89
462.07	871.5	887.64	894.88	898.92	902.34	904.72	907.31	909.17	910.9
462.7	862.82	888.01	895.24	899.3	902.71	905.07	907.59	909.39	911.09
463.7	864.71	888.35	895.7	899.84	903.3	905.68	908.09	909.79	911.41
464.2	869.2	888.6	896.02	900.23	903.71	906.1	908.42	909.99	911.55
464.6	865	888.81	896.25	900.47	903.97	906.35	908.6	910.09	911.64
465.1	862.9	888.98	896.5	900.79	904.33	906.71	908.87	910.24	911.76
465.89	865.6	889.25	896.85	901.21	904.77	907.12	909.16	910.35	911.82
465.9	865.6	889.26	896.86	901.22	904.78	907.13	909.17	910.45	911.88
465.91	865.6	889.26	896.87	901.23	904.79	907.14	909.18	910.59	911.96
466.5	864.9	889.49	897.18	901.59	905.19	907.53	909.48	910.72	912.03
467.4	864.8	889.81	897.62	902.1	905.72	908.04	909.85	910.97	912.21
468.2	862.6	890.04	897.92	902.45	906.02	908.3	910.03	911.14	912.33
468.9	861	890.38	898.43	903.01	906.37	908.53	910.18	911.26	912.45
469.69	870	890.91	899.08	903.59	906.78	908.79	910.36	911.34	912.52
469.7	870	890.93	899.09	903.61	906.8	908.8	910.36	911.41	912.58
469.71	870	890.94	899.11	903.62	906.81	908.82	910.38	911.43	912.61
470.09	870.9	891.07	899.25	903.76	906.95	908.94	910.46	911.51	912.65
470.1	870.9	891.08	899.26	903.77	906.96	908.95	910.47	911.52	912.66
470.11	870.9	891.09	899.28	903.79	906.98	908.97	910.48	911.54	912.68
470.6	869.4	891.24	899.43	903.92	907.13	909.11	910.57	911.64	912.73
471.4	867.5	891.49	899.63	904.08	907.32	909.25	910.66	911.76	912.74
472.18	869.9	891.74	899.79	904.21	907.46	909.37	910.75	911.9	912.74
472.2	870.8	891.74	899.79	904.21	907.46	909.37	910.75	911.9	912.74
472.22	870.8	891.75	899.8	904.22	907.47	909.38	910.77	911.93	912.74
473	871.8	892.01	900.11	904.45	907.72	909.58	910.91	912.13	912.75
473.8	869	892.3	900.46	904.74	908.04	909.87	911.25	912.56	913
474.08	873.5	892.4	900.53	904.81	908.12	909.96	911.4	912.75	913.33
474.09	873.5	892.4	900.54	904.81	908.12	909.96	911.4	912.75	913.33
474.11	874	892.4	900.54	904.81	908.13	909.96	911.43	912.97	913.71
474.12	874	892.42	900.55	904.82	908.15	909.99	911.48	912.98	913.74
474.6	873.4	892.63	900.68	904.94	908.3	910.15	911.75	913.29	914.16
475.3	872.2	892.89	900.89	905.12	908.54	910.4	912.15	913.76	914.82
475.7	871	893.02	901	905.23	908.69	910.55	912.37	914	915.11
476.4	873.7	893.3	901.18	905.39	908.86	910.72	912.59	914.23	915.34
477	874	893.57	901.36	905.55	909.04	910.9	912.81	914.41	915.57
477.6	870.2	893.88	901.67	905.82	909.31	911.14	913.1	914.6	915.81
478	873.4	894.28	902.31	906.3	909.69	911.49	913.45	914.95	916.2
478.8	874.8	894.61	902.67	906.64	910.03	911.83	913.84	915.24	916.51
479.2	875.7	894.71	902.75	906.72	910.12	911.92	913.95	915.34	916.62
479.7	871.5	894.94	902.97	906.92	910.32	912.12	914.19	915.61	916.94
480.5	874.7	895.3	903.35	907.26	910.64	912.42	914.54	915.98	917.35
481.8	875.3	895.66	903.67	907.59	910.97	912.76	915.01	916.49	917.92
482.3	874.2	895.85	903.83	907.75	911.16	912.95	915.26	916.77	918.2
482.698	869.74	895.99	903.97	907.88	911.32	913.12	915.49	917.05	918.47
482.7	887.04	895.93	903.95	907.87	911.3	913.12	915.49	917.05	918.47
482.702	878.54	896.02	903.98	907.89	911.32	913.13	915.5	917.06	918.48
483.1	879.2	896.45	904.49	908.41	911.97	913.82	916.08	917.57	918.85
483.9	873	897.27	905.49	909.17	912.66	914.47	916.63	918.12	919.38
485.08	880.5	897.87	905.74	909.34	912.8	914.61	916.82	918.35	919.64
485.09	880.5	897.87	905.74	909.33	912.8	914.61	916.82	918.35	919.64
485.11	879.4	897.88	905.75	909.37	912.84	914.63	916.84	918.37	919.67
485.12	879.4	897.88	905.76	909.4	912.84	914.63	916.84	918.38	919.68
485.6	878.62	898.04	905.84	909.46	912.9	914.69	916.93	918.5	919.84
485.9	879.5	898.17	905.93	909.56	913.01	914.81	917.11	918.76	920.14
486.3	872.1	898.34	906.09	909.72	913.22	915.05	917.45	919.23	920.73
487	871.3	898.8	906.51	910.16	913.71	915.56	918.08	919.98	921.57
487.5	878.8	899.24	907.06	910.73	914.2	916.02	918.6	920.62	922.26
488.68	878.24	900.02	908.11	911.86	915.37	917.12	919.84	922.08	924.07

WSP\_Name  
WoProjwsp1

Description

Plan  
Without

Year  
2010

Stream  
RRN

Type  
ASSIGN

Notes

**SCOPE OF WORK**

**FOR**

**SERVICES TO PREPARE  
FEASIBILITY ALTERNATIVES AND  
REPORT DOCUMENTATION**

**FOR**

**FARGO-MOORHEAD METROPOLITAN FEASIBILITY STUDY  
FARGO, ND AND MOORHEAD, MN**

**TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
I – PROJECT DESCRIPTION	1
II - DEFINITIONS	2
III –OBJECTIVE	2
A. General	
B. Alternative Report	
IV - COORDINATION	3
A. General	
B. Meetings and Site Visits	
C. Progress Reviews	
1. Initial Kick-off/Site Visit	
2. Alternative Formulation Meeting	
3. Final Formulation Meeting	
D. Local Interests	
E. Documentation	
F. Computations and Backup Data	
G. Other	
V - SUBMITTALS	5
VI - SCHEDULE	6
A. General	
B. Product Completion Schedule	
VII –DESCRIPTION OF WORK	6

**SCOPE OF WORK  
FOR  
SERVICES TO PREPARE  
FEASIBILITY ALTERNATIVES AND  
REPORT DOCUMENTATION  
FOR  
FARGO-MOORHEAD METROPOLITAN FEASIBILITY STUDY  
FARGO, ND AND MOORHEAD, MN**

**I - PROJECT DESCRIPTION**

The Fargo-Moorhead metropolitan area has a relatively high risk of flooding. The highest river stages usually occur as a result of spring snowmelt, but summer rainfall events have also caused significant flood damages. The Red River of the North has exceeded the National Weather Service flood stage of 17 feet in 51 of the past 107 years, and every year from 1993 through 2009. The study area is between the Wild Rice River, the Sheyenne River, and the Red River of the North; interbasin flows complicate the hydrology of the region and contribute to extensive flooding. Average annual flood damages in the Fargo-Moorhead metropolitan area are currently estimated at over \$64 million.

Fargo and Moorhead have become accustomed to dealing with flooding. Sufficient time is usually available to prepare for flood fighting because winter snowfall can be monitored to predict unusual spring runoff. Both communities have well documented standard operating procedures for flood fights. Both communities avoided major flood damages in the historic flood of 1997 by either raising existing levees or building temporary barriers. Since the 1997 flood, both communities have implemented mitigation measures, including acquisition of almost 100 floodplain homes, raising and stabilizing existing levees, installing permanent pump stations, and improving storm sewer lift stations and the sanitary sewer system. Although emergency measures have been very successful, they may also contribute to an unwarranted sense of security that does not reflect the true flood risk in the area.

The purpose of this study is to collect and evaluate pertinent engineering, economic, social, and environmental information in order to assess the potential for a federal flood risk management project in the Fargo-Moorhead Metropolitan Area. The study objective is to define a feasible and implementable project to reduce flood risk in the study area. To accomplish this purpose, an array of possible flood risk reduction plans will be considered and screened to define the costs, benefits, and impacts to the project area.

The work described in this Scope includes the formulation of diversion channel alternatives as

part of the Fargo-Moorhead Metropolitan Feasibility Study. The work is described in detail in the technical ATTACHMENTS.

## II - DEFINITIONS

**Feasibility Report** is the overall report being developed by the Corps of Engineers as part of this study.

**Alternatives** are the various possible solutions that will be developed as part of the feasibility study. For the purpose of this scope alternatives will only refer to the diversion channel alternatives.

**Documentation** shall consist of all civil, structural, or other drawings, estimated quantities, cost estimates, hydraulic and hydrologic modeling outputs, documentation of existing utilities and assumptions.

**Alternatives Report** will be the documentation provided by the Contractor for inclusion in the Feasibility Report. This report will contain the proper appendixes as specified in the ATTACHMENTS

**"Acceptable" or "accepted"** shall be construed as acceptable to, or accepted by the Government.

The terms **left** and **right** will be used with looking downstream as a point of reference.

## III - OBJECTIVE

**A. General.** The services to be performed under this contract consist of developing diversion channel alternatives for the Fargo-Moorhead Metropolitan Feasibility Study. This will consist of possible alignments in Minnesota and North Dakota. The alternatives to be analyzed include 1 west diversion in North Dakota with the Sheyenne Diversion, 1 additional west diversion in North Dakota (with two alternatives), long east diversion in Minnesota (3 levels of optimization), and the short east diversion (3 levels of optimization for) previously developed by the Government. The contractor will be expected to coordinate and work closely with the St. Paul District Project Delivery Team, this includes but is not limited to Project Management, Economics, Geotechnical, General Engineering, Structural Engineering, Cost Engineering and Hydrologic and Hydraulic Engineering. The contractor will be expected to identify means and methods for excavation of the channels in an attempt to properly account for excavation costs, provide cost estimates for each of the alternatives, provide acreages for the lands necessary for the project to the Corps Real Estate team member, provide modeling outputs to the Corps

economics staff for benefits calculations, and any other information necessary, as determined by the Corps, to complete the screening of alternatives. In total 9 separate plans will be developed.

The work will be accomplished as described below:

### **B. Alternatives Report**

The alternatives report will include information on all alternatives analyzed and shall be compiled in accordance with the ER guidance provided (ER 1105-2-100). As a minimum the Alternative Report will address, but not be limited to, the following issues:

- Narrative description of all alternatives.
- Documentation of any assumptions.
- Visual documentation (maps) of each of the alternatives considered.
- Document the design process and standards used for all features.
- Short narrative overall description of the quantity computations and costs.
- Documentation of unit costs for excavation.
- Cost estimates for each of the alternatives considered.
- Acres of land required for channel cut and acres of land required for spoil.
- Along with any requirements listed in the ATTACHMENTS.

The elements of design required for this project are described in the ATTACHMENTS.

## **IV - COORDINATION**

**A. General.** Only the Government's Contracting Officer (CO) has change authority and the Government is not bound by the representations of any other Government employee, thus all of the Contractor's official contact with the Government shall be conducted through the Contracting Officers Authorized Representative (COR) and the Government's Contracting Officer. Most day to day business/contact may be conducted between the Contractor's Project Manager and the Government's Project Manager for this project. The Contractor shall keep the Government informed of any problems or delays in a timely manner so that appropriate guidance can be given.

**B. Meetings and Site Visits.** Meetings and project site visits that are required throughout the contract period are specified below. If additional meetings become necessary (either at the Contractor's request or at the Government's discretion) to review progress or coordinate details, these meetings shall be held at the Government's office. The Contractor shall coordinate the times, and shall conduct each meeting. The requisite meetings, meeting locations, and site visits are as follows:

**C. Progress Reviews.** During the development of the alternatives there will be three progress reviews described as follows. The Contractor may request additional reviews of individual

elements of the plans and specifications, subject to availability of Government personnel. The purpose of these reviews is to ensure that the Contractor is preparing a quality product. Government review of the Contractor's information, in no way shall relieve the Contractor of its responsibility in producing an acceptable product. All review comments resulting from reviews of the work submitted under this task order shall be resolved and documented using Dr. Checks. The schedule for reviews is included under section VI SCHEDULE. Submittal requirements are listed below.

**1. Initial Kick-Off Meeting and Site Visit**

**Review Requirements.** This review occurs early in the contract to determine that the Contractor has a compatible understanding of the project requirements, is in agreement with the Government on the planning and technical approaches to be used in the development of the alternatives, and has identified conflicts. The Government and the Contractor will visit the site and go over all expectations for the alternative development. The following design issues will be expected to be addressed at the time of this review.

- Study Area
- Coordination with Corps Staff
- Overview of existing Corps work
- Expected Deliverables

**Meeting 1.** The Kick-off meeting will be held in Fargo-Moorhead. One day is anticipated for this meeting. The Contractor's General-Civil Engineers, Structural Engineer, Hydrologic/Hydraulic Engineer and the Project Manager are expected to attend.

**2. Alternatives Formulation Meeting.**

**Review Requirements.** This review is to ensure that all technical and quality requirements are being met, and the Contractor is incorporating information from the initial site visit. At this point the alternatives should be partially complete a draft layout of the alternatives is to be available for this review as well as an outline of the information which will be provided in the alternatives report. This will be the time for the Contractor to raise any possible issues and get additional clarification from the Government.

**Meeting 2.** A one-half day meeting will be held via teleconference with all disciplines represented.

**3. Final Formulation Meeting**

**Review Requirements.** This review is the Final Formulation Meeting. This review occurs when the Alternatives Report is complete. The review is to ensure that all of the

planning, technical and quality requirements have been met. All comments from previous reviews shall have been satisfied, all corrections have been incorporated into the documents. At this point all technical submittals should have been received by the Government.

**Meeting 3.** This meeting will be held via teleconference and will be a half day meeting, with all disciplines represented

D. **Local Interests.** The City of Fargo, North Dakota and the City of Moorhead, Minnesota are the Local Sponsors for this project and both are an integral part of the Design Team. Representatives from both agencies will participate in all reviews and provide comments. The Contractor may also coordinate directly with the sponsors on issues related to the alternatives, if this occurs the Contractor must inform the Governments Project Manager and provide a brief description of the discussion.

E. **Documentation.**

1. The Contractor shall record minutes of all meetings and field trips. The meeting minutes shall provide a record of attendance and all issues discussed at the meeting. The minutes shall address all open issues, and identify what action is needed by whom. The Contractor shall record summaries of pertinent telephone conversations with the Government or local interests. Legible handwritten records of phone conversations are acceptable in lieu of typed copies. The Contractor shall record summaries of meetings or contacts with local interests (concerning work involved in this contract). The Contractor shall make these records available to the Government's Project Manager, when requested.
2. The Contractor shall respond in writing to all review comments for each submittal. The written responses shall be submitted to the Government's Technical Manager within 10 working days of the Contractor receiving the comments.

F. **Computations and Backup Data.**

1. Computer programs used by the Contractor for this project shall be approved by the Government prior to use. The Contractor can be provided with any CORPS LIBRARY computer programs required to complete the project. All miscellaneous information required and/or generated herein shall be presented neatly, orderly, completely, and shall have each sheet titled and dated. The calculations and miscellaneous information submitted, including computer outputs, shall be presented in a logical sequence and bound with an Acco fastener with each page numbered. Each group of information shall be in separate tabbed sections, with each section numbered consecutively, and with an index page along with each section. The entire

binder shall have a table of contents.

**G. Other.**

1. The Contractor shall have some means of communication available during normal business hours (i.e. telephone, fax, voice messaging or E-mail) or designate an available point of contact. The Contractor shall respond promptly to all communications.

**V - SUBMITTALS**

**A. General.** Requirements related to the submittal of work shall be in accordance with the product completion schedule listed below.

**VI - SCHEDULE**

**A. General.** The following schedule is proposed for this project. This Schedule is based on the assumption that a Notice to Proceed for the Task Order is issued by 12 June 2009, however regardless of the Notice to Proceed the completion date for the tasks shall remain the same. Any concerns in meeting the schedule shall be brought to the COR or Project Manager's attention immediately for resolution. If any items are completed ahead of schedule the following items will be moved up accordingly, as the duration between submittals shall remain the same.

**B. Product Completion Schedule**

A/E NTP on Task Order	12 Jun 2009
Kick-off Meeting	16 Jun 2009
Alternatives Formulation Meeting	
Information Submitted to Government	6 Jul 2009
Meeting	9 Jul 2009
Final Formulation Meeting	
Final Draft Submittal	17 Aug 2009
Meeting	21 Aug 2009
Final Submittal	
Final Submittal of all materials	31 Aug 2009

## VII - DESCRIPTION OF WORK

**General.** The specific work requirements according to discipline or task are described in the ATTACHMENTS identified below:

Civil Design	ATTACHMENT A
Geotechnical and Materials Design	ATTACHMENT B
Structures	ATTACHMENT C
Not Used	ATTACHMENT D
Not Used	ATTACHMENT E
Quantities	ATTACHMENT F
Not Used	ATTACHMENT G
Cost Estimate	ATTACHMENT H
Hydraulics	ATTACHMENT I
Not Used	ATTACHMENT J
Government Furnished Information	ATTACHMENT K
Not Used	ATTACHMENT L
Not Used	ATTACHMENT M
Drafting and CADD Requirements	ATTACHMENT N
Not Used	ATTACHMENT O
Economics	ATTACHMENT T

**FARGO-MOORHEAD METROPOLITAN FEASIBILITY STUDY**  
**DIVERSION ALTERNATIVE**

**ATTACHMENT B**

**GEOTECHNICAL ENGINEERING  
AND MATERIALS DESIGN**

**I. GENERAL.**

**A.** There is no anticipated Geotechnical Engineering and Materials Design portion of this Delivery Order. Instead, assumptions concerning the geometry and layout of the diversion channel, levees, and spoil piles have been made. The contractor will document these assumptions in the report.

**B.** The following are the assumptions concerning the geometry and layout of the diversion channel, levees, and spoil piles:

1. The diversion channel side slopes shall be 1V on 7H except at bridge locations where the side slopes shall be 1V on 5H.
2. There is no setback requirement for levees or spoil piles where the diversion channel side slopes are 1V on 7H. Spoil piles will not be allow within 250 feet of bridge locations.
3. The levees and spoil piles slope on the diversion side shall extend up from the diversion channel, maintaining the same side slope of 1V on 7H. The maximum height of the spoil piles shall be 15 feet. The top width of the spoil piles will vary and shall be adjusted to accommodate the excavated quantity. The landward slope of the spoil pile shall be 1V on 10H.

**ATTACHMENT A**

**CIVIL DESIGN**

**I. GENERAL**

- A. The Civil portion of this contract shall include all engineering layout, design, and drafting necessary to prepare the diversion channel alternatives for Fargo-Moorhead Metropolitan Feasibility Study.
- B. The major work items are as follows:
  - 1. Identify public utilities requiring relocation by others. Coordinate with the cities of Fargo and Moorhead on possible impacts.
  - 2. Use topographic mapping provided by USACE. Mapping was developed from 2008 lidar data.
  - 3. Develop civil designs and geometric layout of all project features (diversion channel, levee/spoil piles, inlet structure, culverts, and diversion channel outlet) as described in this scope of work and in the reference documents.
  - 4. Provide alignments of the diversion channel alternatives in Microstation Inroads (\*.alg) format.
  - 5. Prepare plan view drawings showing diversion alignments, spoil/levee alignments, locations of features included in the alternatives, utilities to be relocated and right-of-way lines.
  - 6. Calculate quantities of materials for civil items that are necessary for preparing the cost estimate for the alternatives.
  - 7. Develop contractor limits of work for each alternative.
  - 8. Review project drawings for conformance with current Corps English CADD standards
  - 9. The USACE will incorporate project drawings into one package for each alternative.
- C. Design shall be in accordance with the project description in this scope of work, and all Federal, State, and Local codes/requirements.

- D. The base mapping and the design shall be in Minnesota State Plane, North Zone NAD 83 and NAVD 88.

## II. FEASIBILITY DOCUMENTS

### A. Civil Design.

1. Identify and locate the utilities to be relocated by others on the feasibility drawings.
2. Show the geometric layout of the diversion channel alternatives. Coordinate layout work with the Corp portion of the feasibility study. Incorporate any new design changes as a result of the hydraulic modeling described in ATTACHMENT I and geotechnical design described in ATTACHMENT B.
3. Design the diversion channel inlet structure, and diversion channel outlet structure and any other structure as defined in ATTACHMENT I hydraulic design or ATTACHMENT C structural design.
4. Design spoil/levee areas as defined in ATTACHMENT B geotechnical design. Address drainage concerns as a result of the spoil areas.
5. Calculate quantities of materials other than structural that are necessary for preparation of the cost estimate. SEE ATTACHMENT F.
6. Develop the right-of way for each alternative.
  - a. Contractor limits of work shall be 45' from toe of spoil/levee or bridges.
  - b. Right-of-way requirements are as follows:
    - i. Permanent easement is 30' from toe of spoil/levee or bridges.
    - ii. Temporary easement is an additional 15'.
7. Calculate acreage of the right-of-way by type (permanent , temporary easements)
8. Review project drawings for conformance with current Corps English CADD standards. SEE ATTACHEMENT N.

B. Drawings.

1. General.

All drawings submitted shall be in accordance with the requirements of ATTACHMENT N, DRAFTING AND CADD REQUIREMENTS, and the paragraph below:

2. Base Plate Preparation.

- a. The Government will supply aerial photos based upon 2008 aerial photography and DTM's and topographic mapping based on 2008 lidar data.
- b. It is anticipated that the aerial photography will be adequate to serve as background for the plan view drawings.
- c. The DTM's provided will be used to generate diversion and spoil/levee models and cross sections, and compute earthwork quantities.

3. Feasibility Drawings.

At a minimum, the drawings shall include:

- a. Drawing index.
- b. General plan drawing.
  - i. Show the project alignments using symbols, label all features.
  - ii. Show frames outlying the project plan drawings and labeled with the project plan sheet identification numbers.
- c. Sheet layout shall be shall be coordinated with USACE plates.
- d. Project Plan drawings.
  - i. Each alternative shall be shown with Scale: 1 inch = 2000 feet.
  - ii. Show the final channel and levee alignments, locations of all project features including but not limited to inlet structure, culverts, diversion channel outlet and bridges and contractor limits of work.

- e. Typical Section drawings.  
Horizontal Scale: 1 inch = 100 feet  
Vertical Scale: 1 inch = 10 feet.

4. Drainage improvements will need to be shown on drawings.

### **III. REAL ESTATE DOCUMENTS**

#### **A. Drawings.**

- 1. No separate Real Estate Drawing are required, however, the contractor limits of work shall be shown on each project plan drawing.

### **IV. GOVERNMENT FURNISHED INFORMATION**

- A. All Government Furnished Information necessary for the completion of the plans and specifications are listed in ATTACHMENT K, GOVERNMENT FURNISHED INFORMATION. Information furnished includes design criteria and design manuals, standard drawings, and project specific reports and electronic files. All CADD files will be in Microstation (\*.dgn) format. Upon completion of the contract, all data furnished shall be returned to the Government.

ATTACHMENT C

**STRUCTURAL DESIGN**

**I. GENERAL**

**A.** The Contractor will conduct a feasibility study for the work items covered under this task order. The Contractor will develop preliminary designs and details based on appropriate design criteria. Any preliminary computations and other material supporting the development of the structural designs will be included in the Feasibility Study Report and organized and submitted to the Army Corps of Engineers. Any work that is not specifically described here or in the referenced background material but is part of a larger task described in this scope of work and is necessary to adequately design and detail the project feature, will be completed by the Contractor.

**II. DESCRIPTION OF STRUCTURES**

A brief description of the structural features to be studied under this contract, but not limited to these items, is listed below. Contractor will examine two diversion alternatives around each city.

**A. Road Bridges.** Bridges are required where the proposed diversion channel crosses the existing streets and highways.

All interstates and federal/state highways that intersect the diversion alignment must remain intact.

Any major arterials or paved roads that intersect the diversion alignment must remain intact.

In general, when there are sections where five to ten dirt/rock roads intersect the diversion alignment, then every third dirt/rock road shall have a bridge crossing. In the event that existing infrastructure is affected by the removal of a road, it may be advisable to have bridges closer together.

All road bridges (regardless of the preferred alignment) are of a similar length, based on the width of the channel. Therefore a drawing for each road bridge location should not be warranted. Structural engineer shall coordinate location of all bridges with General Engineering for inclusion on civil site plan drawings. During the course of the study, it may be beneficial to narrow the width of diversion at the bridges crossings.

The study shall present a preliminary design (plan and elevation,

sections if practical) for interstate/federal/state highway bridges, major arterials/paved road bridges, and dirt/rock bridges. Preliminary dimensions shall be coordinated through consultation with General Engineering and Hydraulic Engineering. Drawings shall be of sufficient detail so that a cost estimate can be prepared from the information provided.

There could potentially be 15-25 bridge crossings on either side of the river depending on the alignment of the diversion.

Preliminary design and drawings for each of the bridges shall be in accordance with all requirements of NDDOT and MNDOT.

Preliminary structural quantities for all road bridges shall also be included.

**B. Rail Bridges.** Bridges are required where the proposed diversion channel crosses the existing rail lines. There are four potential rail bridges (regardless of the preferred alignment) and they are of a similar length, based on the width of the channel. Therefore a drawing for each bridge location should not be warranted. Structural engineer shall coordinate location of all rail bridges with General Engineering for inclusion on civil site plan drawings.

The study shall present a preliminary design (plan and elevation, and sections if practical) of the rail bridges and rough dimensions shall be coordinated through consultation with General Engineering and Hydraulic Engineering. Drawings shall be of sufficient detail so that a cost estimate can be prepared from the information provided.

The preliminary design and drawings for each of the four bridges shall be in accordance with all requirements of the proper rail authorities.

Preliminary structural quantities for all rail bridges shall also be included.

**C. Restriction Structure.** A Restriction Structure is used to restrict the river's flow and to clean the debris from being trapped under the bridge. Located downstream of the inlet of the diversion, it will back up the river and force the flow over the weir inlet structure. It is composed of a bridge deck supported on girders. The upstream girder acts as a restriction structure and it is approximately 8 feet deep below the top of the deck. The deck is of reinforced concrete, the girders could be of reinforced concrete or precast concrete. The bridge is supported

on abutments. The abutments are of reinforced concrete and steel pilings.

A preliminary design (plan and elevation) of the restriction structure shall be coordinated through consultation with General Engineering and Hydraulic Engineering. Drawings shall be of sufficient detail so that a cost estimate can be prepared from the information provided.

Preliminary structural quantities for the restriction structure shall also be included.

**D. Inlet Structures.** The inlet structures shall consist of a sheet pile weir supported by rock riprap.

A preliminary design (plan and elevation) of the inlet structure shall be coordinated through consultation with General Engineering, Geotechnical, and Hydraulic Engineering. Drawings shall be of sufficient detail so that a cost estimate can be prepared from the information provided.

Preliminary sheetpile quantities for the inlet structure shall also be included.

**E. Outlet Structure (Drop Structure).** An outlet structure may be required on the downstream end of the diversion. Due to higher water elevations in the diversion, a drop structure may be required at the outlet of the diversion. The study shall determine whether such a structure is required.

If an outlet structure is necessary, a preliminary design (plan and elevation) of the structure shall be included. Drawings shall be of sufficient detail so that a cost estimate can be prepared from the information provided.

Preliminary quantities for the outlet/drop structure shall also be included.

**F. Culverts.** The proposed alignment will cross many existing major/minor ditches. At these locations a culvert with a flap valve and wing walls may be required to restrict flow back into the ditches. Flow could be conveyed into the diversion via a concrete chute or rock ramp. The study shall determine which alternative is the most appropriate solution to restrict flow back into the ditches.

If a structure is necessary, a preliminary design (plan and elevation) of the structure shall be included. Drawings shall be of sufficient detail so that a cost estimate can be prepared from the information provided.

The structure should be of a similar size, based on the width of the ditches.

Preliminary quantities for the structures shall also be included.

### **III. DESCRIPTION OF WORK**

**A. General.** The structural items of work for this project include:

- preliminary design of the structural features
- preparation of a structural appendix (including drawings and design assumptions) to be included in the feasibility study report
- preparation of preliminary construction drawings
- computing preliminary structural quantities for the cost estimate and bid schedule.

The final report will be reasonable for the proposed project and satisfy the needs of the customer (the Cities of Fargo and Moorhead and the St. Paul District, Corps of Engineers). The structural features are described in items A and F in the Description of Structures above.

**B. Drawings.** The preliminary structural drawings will be of sufficient detail and clarity document.

**C. Preliminary Quantities for Cost Estimate.** The Contractor will determine all preliminary quantities of materials for all structural items that are necessary for preparing a cost estimate.

## ATTACHMENT F

### QUANTITY TAKEOFFS (QUANTITIES)

#### I. GENERAL

1. Unit Pricing shall be used for those items of work where there is a reasonable chance for variance between their estimated quantities and the final in place quantities, excavation and fill are typical examples.
2. Lump Sum Pricing shall be utilized for work items comprised of numerous components such as buildings, structures, bridges, mechanical/ electrical systems, and for separable items such as manholes, catch basins, etc.

Items of work suitable for this type of measurement are those whose quantities can be accurately determined. Examples are concrete flood walls measured by the cubic yards, pipe measured by the linear feet, paving measured by the square foot, and riprap measured by the cubic yard.

#### II. SUBMITTALS

- A. Organize all back-up computations and data to the tabulated diversion channel alternative quantities for estimate schedules. This information shall be organized so that it is easy to go from the tabulated total quantity back to the first tier of calculations. Provide a brief written explanation of method for any quantities requiring creative determination methods.

**Final and Interim Submittals.** The final submittal shall include a complete package of quantities for each schedule item of work . All computations shall be shown, and referencing to previous submittals will not be permitted. Interim submittals, when required, will be assembled as for the final submittal except that in those instances when the quantity(ies) for a particular item of work have not been completed the item of work will be shown in the quantity submittal along with an explanation of the quantity status.

June 10, 2009

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

Dear Commissioners:

Please find enclosed for City Commission review and approval two Declaration Concerning Dedication documents of City property, as described on said documents enclosed, the dedication of property described there in for utility purposes needed in association with Improvement District #5656.

Two Declaration Concerning Dedication documents

RECOMMENDED MOTION:

Approve execution of enclosed Declaration Concerning Dedication in association with Improvement District #5656.

Please return signed originals.

Respectfully submitted,

Shawn G. Bullinger  
Engineering Specialist

SGB/jmg  
Enclosures

C: Gary Stewart  
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 laying, constructing, operating, maintaining and repairing all other public utilities, and together with the customary appurtenances including location of any and all utilities for the 45th Street Westside Sewer Corridor Improvement Project (Parcel No. 01-3503-00030-000) and dedicates the same for sanitary sewer uses in connection with said Project.

Said property is described as a tract of land located Cass County, North Dakota, Described as follows:

Permanent Easement: The South Twenty-two Feet (22.00') of the North Fifty-five Feet (55.00') of the Northwest Quarter (NW¼) of Section Eleven (11), Township One Hundred Forty (140) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota. Said tract of land contains 1.343 acres, more or less.

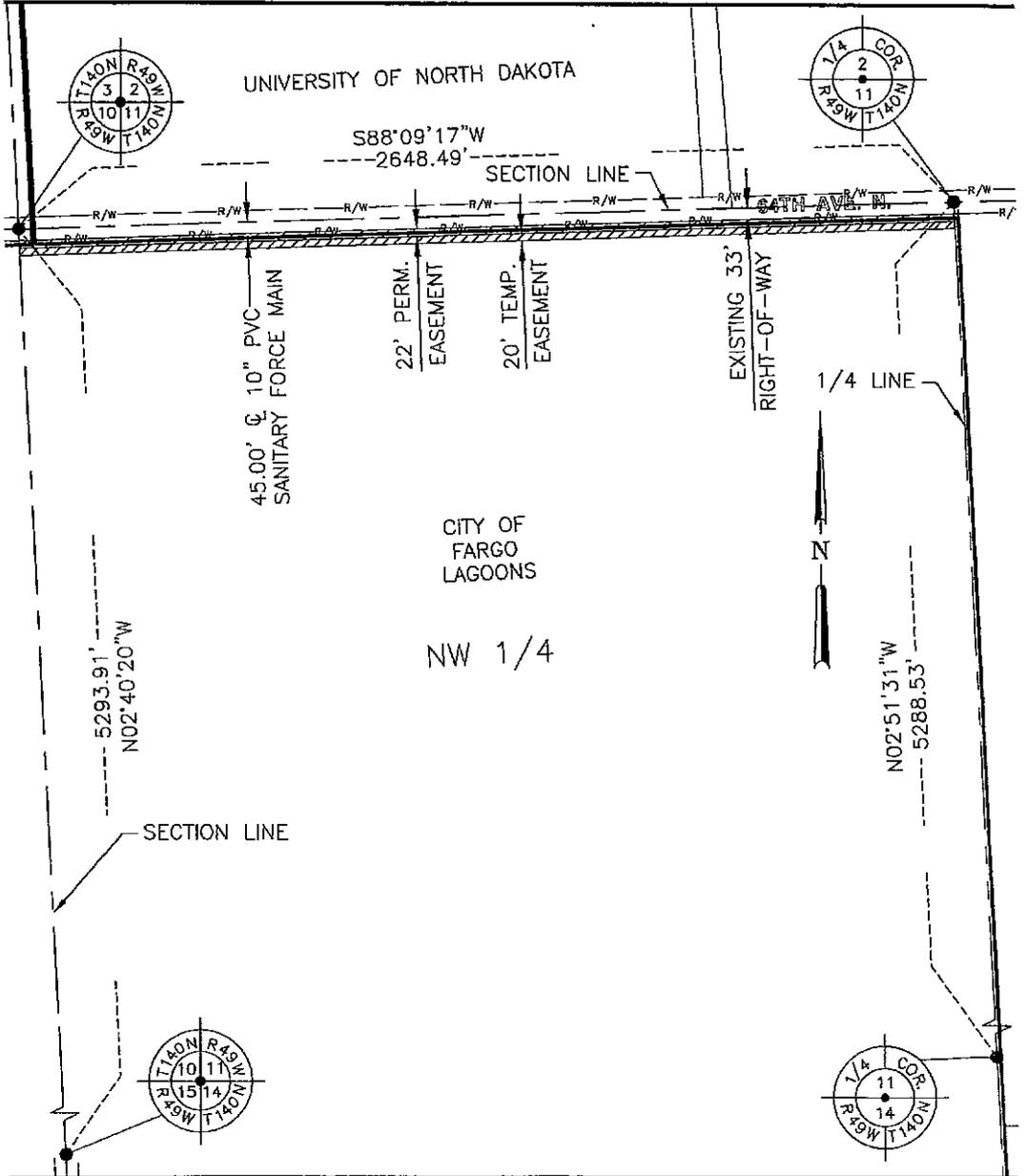
Temporary Easement: An additional easement for construction purposes over a strip of land Twenty Feet (20.00') wide being coincident with and lying Southerly of the above described permanent easement. Said tract of land contains 1.211 acres, more or less.

The property address of said property is 3450 64th Avenue North, Fargo, ND, 58102 and the mailing address is City of Fargo, 200 Third Street North, Fargo, ND 58102.



EXHIBIT G  
 PARCEL NO. 01-3503-00030-000  
 SECTION 11, T140N, R49W  
 CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: CITY OF FARGO



Z:\5500\5530\00\_5530\_006\CAD\EASEMENTS\BASE LEGAL.dwg-EXHIBIT G-5/6/2009 4:33 PM-(shanson)

**LEGEND**

- IRON MONUMENT FOUND
- IRON MONUMENT SET
- CENTERLINE OF PIPELINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- RIGHT-OF-WAY LINE

SCALE: 1" = 400'



**Houston Engineering, Inc.**

2505 NORTH UNIVERSITY DRIVE TEL: (701) 237-5065  
 FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5101

**PIPELINE EASEMENT PLAT**

HE PROJECT  
 NO. 5530-006

CITY OF FARGO PROJECT 5656  
 64th AVENUE N. SANITARY SEWER EXTENSION

SHEET  
 1 OF 2

REVISED 5-7-09

**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 laying, constructing, operating, maintaining and repairing all other public utilities, and together with the customary appurtenances including location of any and all utilities for the 45th Street Westside Sewer Corridor Improvement Project (Parcel Nos. 01-3503-0070-000 & 01-3503-0090-000) and dedicates the same for sanitary sewer uses in connection with said Project.

Said property is described as a tract of land located Cass County, North Dakota, Described as follows:

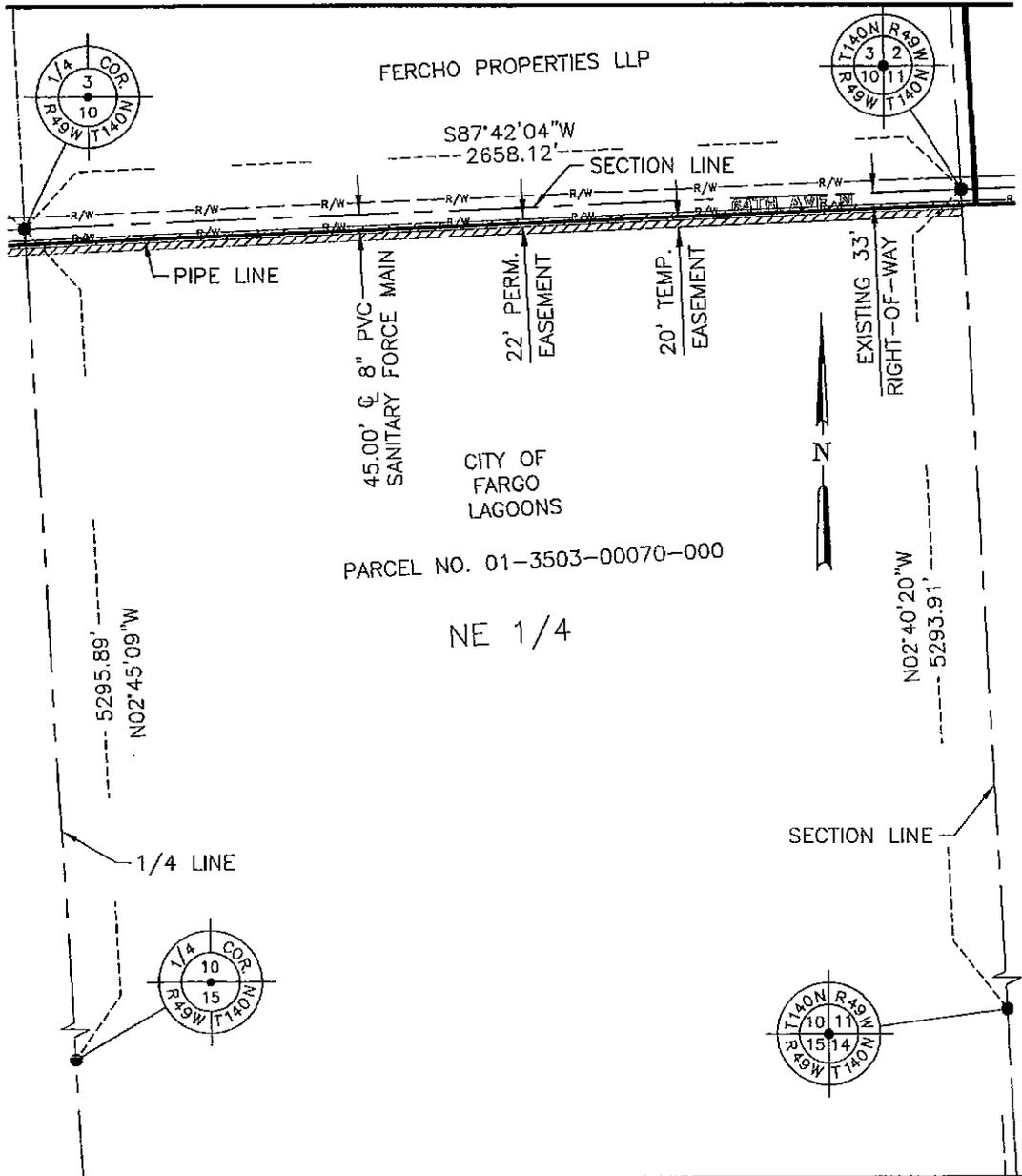
Permanent Easement: The South Twenty-two Feet (22.00') of the North Fifty-five Feet (55.00') of the Northeast Quarter (NE $\frac{1}{4}$ ) together with the South Twenty-two Feet (22.00') of the North Fifty-five Feet (55.00') of the Northwest Quarter (NW $\frac{1}{4}$ ), less the West Thirty-three Feet (33.00') thereof, all in Section Ten (10), Township One Hundred Forty (140) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota. Said tract of land contains 2.658 acres, more or less.

Temporary Easement: An additional easement for construction purposes over a strip of land Twenty Feet (20.00') wide being coincident with and lying Southerly of the above described permanent easement. Said tract of land contains 2.416 acres, more or less.

The property address of said property is 6081 41st Street North, Fargo, ND, 58102 and the mailing address is City of Fargo, 200 Third Street North, Fargo, ND 58102.



EXHIBIT H  
 OWNER: CITY OF FARGO  
 PARCEL NO. 01-3503-00070-000, 01-3503-00090-000  
 SECTION 10, T140N, R49W  
 CASS COUNTY  
 STATE OF NORTH DAKOTA



Z:\5500\5530\00\_5530\_006\CAD\EASEMENTS\BASE LEGAL.dwg-EXHIBIT H-5/6/2009 4:29 PM-(shanson)

LEGEND

- IRON MONUMENT FOUND ●
- IRON MONUMENT SET ○
- CENTERLINE OF PIPELINE —————
- PERMANENT EASEMENT // // //
- TEMPORARY EASEMENT / / / / /
- RIGHT-OF-WAY LINE —— R/W ——

SCALE: 1" = 400'



**Houston Engineering, Inc.**

2505 NORTH UNIVERSITY DRIVE TEL: (701) 237-5065  
 FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5101

**PIPELINE EASEMENT PLAT**

HE PROJECT  
 NO. 5530-006

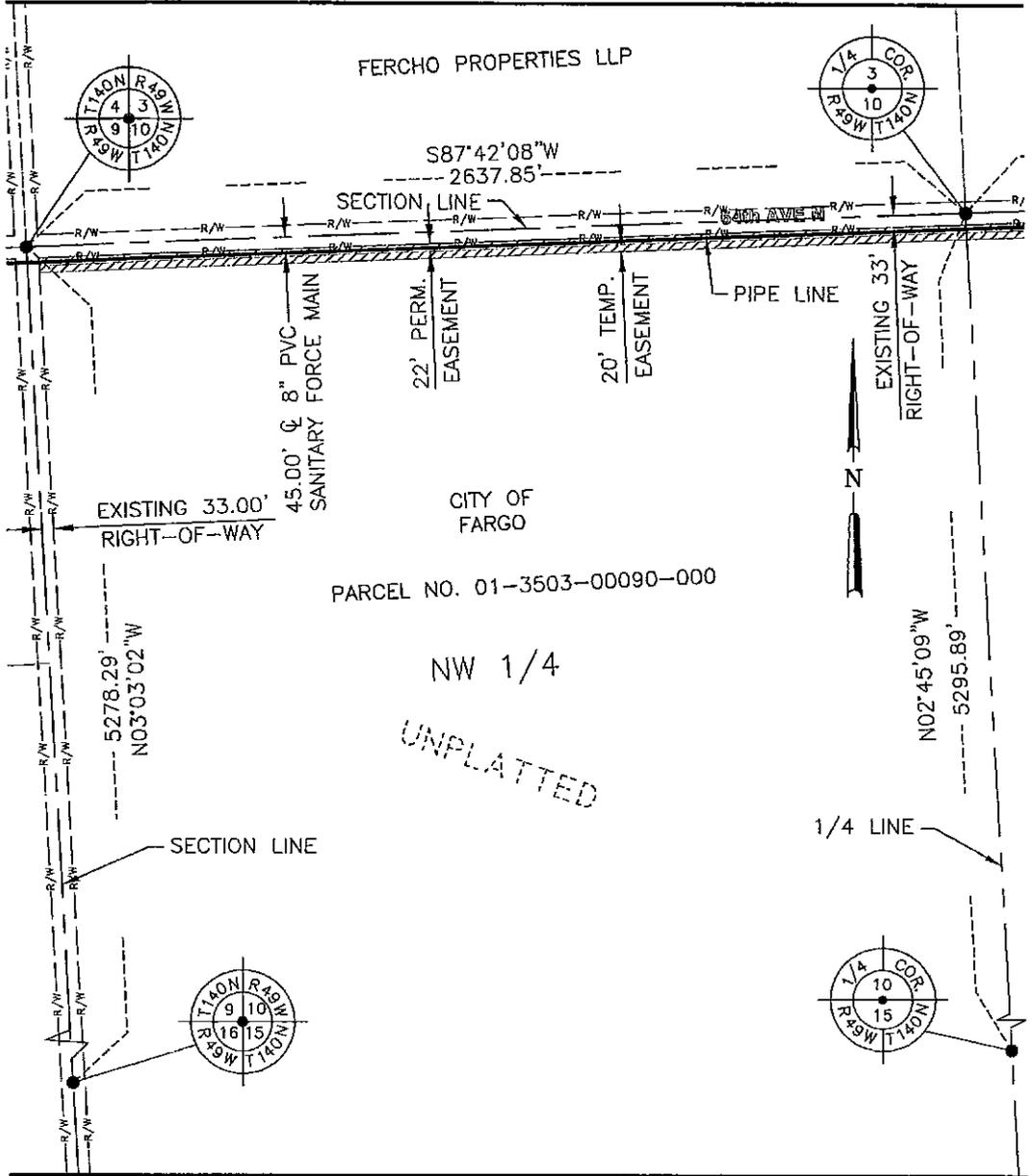
CITY OF FARGO PROJECT 5656  
 64th AVENUE N. SANITARY SEWER EXTENSION

SHEET  
 1 OF 3

REVISED 5-7-09

EXHIBIT H  
 PARCEL NO. 01-3503-00070-000, 01-3503-00090-000  
 SECTION 10, T140N, R49W  
 CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: CITY OF FARGO



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**LEGEND**

- IRON MONUMENT FOUND
- IRON MONUMENT SET
- CENTERLINE OF PIPELINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- RIGHT-OF-WAY LINE  R/W

SCALE: 1" = 400'



**Houston Engineering, Inc.**  
 2505 NORTH UNIVERSITY DRIVE TEL: (701) 237-5065  
 FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5101

**PIPELINE EASEMENT PLAT**

HE PROJECT  
 NO. 5530-006

CITY OF FARGO PROJECT 5656  
 64th AVENUE N. SANITARY SEWER EXTENSION

SHEET  
 2 OF 3

REVISED 5-7-09



a

OFFICE OF THE CITY ATTORNEY

June 10, 2009

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

**Re: 32nd Avenue South – Moorhead Public Service**  
*Transmission Line Relocation*

Dear Commissioners:

Enclosed for execution are three originals of a agreement for relocation of a power line easement owned by the Moorhead Public Service Commission (City of Moorhead) and located North of 32nd Avenue South. This is, of course, part of the 32nd Avenue South Improvement Project. We have already acquired several of the easements necessary for the relocation and this Agreement formalizes our understanding with Moorhead Public Service.

RECOMMENDED MOTION: I/we hereby move to approve the Agreement for Transmission Line Relocation between the Moorhead Public Service, a municipal utility, and the City of Fargo as it relates to Project No. 5803, and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Yours very truly,

OFFICE OF THE CITY ATTORNEY

Garrylle B. Stewart  
Assistant City Attorney

GBS/amc  
Enclosures

cc: Brenda Derrig

F:\US\GBS\CITY\Engineer (112)\32nd Ave S ROW - 4731473.004 - MPS Transmission Line Relocation (SID #5803)\ltr to commission w agt for transmission line relocation.doc



**AGREEMENT FOR TRANSMISSION LINE RELOCATION**  
**(32nd Avenue South, Fargo, North Dakota)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City," and **MOORHEAD PUBLIC SERVICE**, a municipal utility, whose address is P.O. Box 779, 500 Center Avenue, Second Floor, Moorhead, Minnesota 56560, hereinafter referred to as "Owner,"

**WITNESSETH:**

**WHEREAS**, the City is in the process of making street and utility improvements to 32nd Avenue South in Fargo, North Dakota; and

**WHEREAS**, such improvements include the relocation of approximately 1.25 miles of H-frame structures (presently supporting a 115kV transmission line) between 41st Street and 57th Street South in Fargo, North Dakota; and

**WHEREAS**, the City has retained the engineering firm of Ulteig Engineers, Inc., to obtain an estimate for engineering and construction; and

**WHEREAS**, said existing line is located pursuant to written easements hereinafter described northerly of the south section line of sections 21 and 22, township 139, range 49, Cass County, North Dakota; and

**WHEREAS**, the City has obtained through platting, a 50 foot easement devoted to the power line for the first one mile (south side of Urban Plains by Brandt First Addition) which will be confirmed by written easements and will be obtaining the easements in section 22 for the balance of the Transmission Line Relocation ; and

**WHEREAS**, the City will also be paying the cost of the line relocation (including engineering costs, legal costs, and Owner administrative costs); and

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

**NOW, THEREFORE**, it is hereby agreed as follows:

1. Scope of Project. The scope of this project involves shifting the existing 115kV transmission line northward locating the same on the dedicated 50 foot power line easement designated on the plat of Urban Plains by Brandt First Addition which is confirmed in written easements and similarly locating the same on the easements to be acquired in the balance of the project located between 45<sup>th</sup> Street and 41<sup>st</sup> Street South. The exact location of the line within the dedicated easement and the easements to be acquired by the City will be shown on the plans developed by Ulteig Engineers, Inc. In obtaining the remaining easements between 45<sup>th</sup> Street and 41<sup>st</sup> Street, City will obtain a 50-foot wide easement located northerly of the existing easement located with the alignment of the platted easement in the Urban Plains plat. Again, the exact location of the line within the easements to be acquired by the City will be shown on the plats developed by Ulteig Engineers, Inc.

2. Costs and Payment. An estimate of \$465,500.00 has been developed by Ulteig Engineers, Inc., which is only a preliminary estimate. The actual cost of this project may be more or less than this amount depending upon bids received for the project. The City will pay directly to the contractor pursuant to the contract between owner and the contractor and upon direction of owner.

3. Contracts for Transmission Line Relocation Project. The Owner agrees to advertise for and obtain bids for the relocation project in accordance with the Minnesota public bidding process. The Owner agrees to consult with the City concerning said bids and any contracts to be entered into pursuant to the bids. The Owner will direct the contractor to relocate its transmission line as quickly as possible subject to allowances for extra time for strikes or unforeseen delays in delivery of necessary materials or other unforeseen contingencies. The

Owner, as part of its contract with the selected contractor, will provide adequate and sufficient insurance and other coverage necessary to cover any claims, damages, liabilities, costs, and expenses that may arise in connection with the construction of the project. As foresaid, City will pay the entire cost of relocation including engineering costs, legal costs and administrative costs.

4. Acceptance of Easement Dedication. A Fifty Foot (50') City of Moorhead 115kV powerline easement has been dedicated in the plat of Urban Plains by Brandt First Addition. Fifty Foot (50') written easements will be obtained by City to confirm the dedicated easement. The written and dedicated easement are for the relocation of owner's line and will replace that certain easement granted to owner by document dated November 18, 1955 and filed for record June 22, 1956 at 1:36 p.m. in Book T-2 of Misc. at Page 645 in the Cass County Recorder's office. The written and dedicated easements cover the first mile of owner's transmission line and involves the South One-Half (S $\frac{1}{2}$ ) of Section Twenty-one (21), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota. By execution of this contract, Owner agrees to acceptance of easement dedication. The remaining portion of the line to be relocated involves the South One-Half (S $\frac{1}{2}$ ) (partial) of Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian which is already platted. City will obtain and pay for the easements necessary to relocate the transmission line to said South One-Half (S $\frac{1}{2}$ ) (partial) of Section Twenty-two (22). The written easements required will run directly to owner in the name designated.

5. Relinquishment of Present Easements. Following relocation of owner's transmission line, City will prepare relinquishments of the existing easements, obtain owner's signature, and attend to recording the same.

6. Access to Easement. City agrees that owner's shall have access to its easement area over the City right of way which adjoins owner's easement on the south side as well as access on any street that intersects 32<sup>nd</sup> Avenue South.

7. Taxability of Line. The State of North Dakota taxes utility lines. City has been in contact with the State Tax Department (Margie Dickenson – 701-328-3127) and has been told that so long as owner does not invest any money in the transmission line there would be no change in its basis for taxation purposes. It presently is valued as 49% depreciated. City and owner agree that owner will make its own investigation as to whether the transmission line should be valued for tax purposes as is or reflected as having an increased value due to the relocation.

8. Transmission Line Ownership and Upgrading.

a. Upon relocation and thus acceptance, Owner will have an easement in that portion of the Transmission Line located in Urban Plains by Brandt First Addition. As regards ownership of the easement area designated on Urban Plains by Brandt First Addition, City agrees to have the same confirmed by written easements executed by the original proprietor of the plat and subsequent purchasers, if any. The ownership of the easements obtained in section 22 will be as shown on the easements, which will be recorded by City.

b. The platted easement refers to a 115kV power line easement. The original surveyor preparing the plat has acknowledged that this is an error as the line was not limited to a 115kV line in the original written easement. City agrees to obtain and record a certificate from the original surveyor pursuant to North Dakota Century Code 40-50.1-14 reflecting the true facts concerning the easement rights to be relocated. On the easements to be obtained in section 22,

from 45<sup>th</sup> Street to 41<sup>st</sup> Street, the easement will contain no reference to the transmission lines capacity. City agrees to not protest any upgrading of the existing transmission line if Owner should apply to the Public Service Commission for upgrading.

9. Miscellaneous. After execution of this agreement, actual field construction will begin as soon as possible but not until the necessary easements have been obtained by the City. It is estimated that the minimum schedule for planning, engineering, material procurement, and construction for this project is nine months. Specific outage restraints may require additional time and planning and, accordingly, each of the parties hereto will work in good faith to allow such time as is necessary.

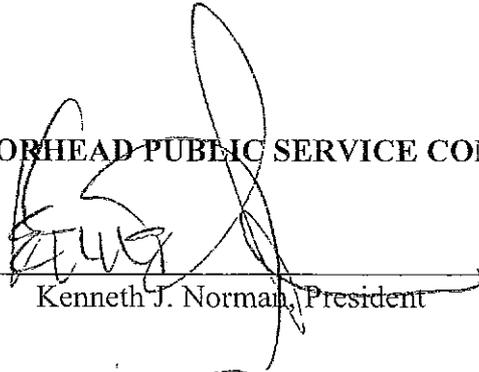
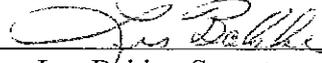
DATED the day and year as set forth above.

**THE CITY OF FARGO, NORTH DAKOTA,**  
a Municipal Corporation

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

ATTEST:

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

**MOORHEAD PUBLIC SERVICE COMMISSION**  
By  \_\_\_\_\_  
Kenneth J. Norman, President  
By  \_\_\_\_\_  
Les Bakke, Secretary



OFFICE OF THE CITY ATTORNEY

June 10, 2009

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

**Re: 45<sup>th</sup> Street South – Westside Corridor (SID #5656) – Luella Holmquist**  
*Relinquishment of Easement*

Dear Commissioners:

Enclosed please find a Relinquishment of Easement. This relinquishment is needed due to a legal description error now corrected by Houston Engineering. The landowner, Luella Holmquist is being presented with a Corrective Permanent Easement simultaneously. This acquisition has been previously approved.

RECOMMENDED MOTION: I/we hereby move to accept the Relinquishment of Easement for acquisition of an easement for sanitary sewer purposes for that property owned by Luella Holmquist as it relates to Project No. 5656 and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Yours very truly,

OFFICE OF THE CITY ATTORNEY

Garylle B. Stewart  
Assistant City Attorney

GBS/amc  
Enclosure

cc: Shawn Bullinger

F:\US\GBS\CITY\Engineer (112)\45th Str W-west side corridor (SID #5656) - 495\ltr to commission w holmquist relinq.doc



**RELINQUISHMENT OF EASEMENT**

**WHEREAS**, the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation was granted an easement by document dated March 19, 2009, (Document 1260286, recorded on 4/3/2009 at 8:00 a.m.) which included the hereinafter described property; and,

**WHEREAS**, the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation wishes to discharge the said easement of record and release the property to the present owner,

**NOW, THEREFORE**, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation does hereby release, terminate and relinquish the easement in the following described property:

The West Twenty-two Feet (22.00') of the East Fifty-five Feet (55.00') of the South Eight Hundred Thirty-five Feet (835.00') and the West Twenty-two Feet (22.00') of the East Fifty-five Feet (55.00') of the North One Thousand One Hundred Twenty-six and Forty-six Hundredths Feet (1126.46') of the Southeast Quarter (SE¼) together with the West Twenty-two Feet (22.00') of the East Fifty-five Feet (55.00') of the Northwest Quarter (NW¼), all in Section Fifteen (15), Township One Hundred Forty (140) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota. Said tract of land contains 2.329 acres, more or less.

It is the expressed intention of the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, relinquish and release any and all right it has in the above-described property as shown on the plat drawing attached to that certain permanent easement recorded as Document #1260286 on 4/3/2009 at 8:00 a.m.







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

MEMORANDUM

May 21, 2009

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To: Utility Committee

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

Re: Osgood Recycling Site Land Acquisition

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Due to the City's recent growth in the area south of 32nd Avenue South and west of I-29, we have been receiving numerous requests from homeowners to locate a recyclables/yard waste drop-site in that area. To that end, on July 27, 2007, the Solid Waste budget funded the acquisition of a site in the Osgood area at the northwest corner of 40th Avenue South and Village Lane. The site acquisition included a portion of Lot 5 and all of Lots 6 and 7 with the intent of accommodating a new Southside fire station and a new recycling/yard waste drop-site. A plat drawing of the site has been attached for your reference.

Since that time, the Fire Department has been working with an architect and concluded that the new station building footprint and site plan will require use of the entire site. Therefore, the Solid Waste Division began looking for a different site location within the same general area.

I was recently contacted by Jay Nelson, a real estate agent for Konrad Olson Commercial Real Estate, indicating that the adjacent lot (Lot 2, Block 1, Town Square Village Second Addition) was also available for purchase if the City was interested. The lot size is approximately 30,000 square feet with a sales price of \$139,474 (\$4.64 per square foot). From a Solid Waste perspective, the Osgood area remains a preferred location for a recyclables/yard waste drop-site. At this time, recycling containers have been set up on the northside of Hornbachers. However, the store manager has indicated a desire for the City to remove the containers in the near future. Therefore, the Town Square Village location would allow us to remove the Hornbachers containers and relocate them within close proximity. In addition, the Town Square Village location would provide some additional set back distances required by the new Southside fire station facilities.

The 2009 Solid Waste budget contains \$1.4 million for acquisition of variable rate residential garbage carts and curbside recycling bins. Bids for carts and bins were awarded in the amount of \$800,000. Thus, the Town Square Village site could be purchased without an adjustment to the 2009 Solid Waste budget.

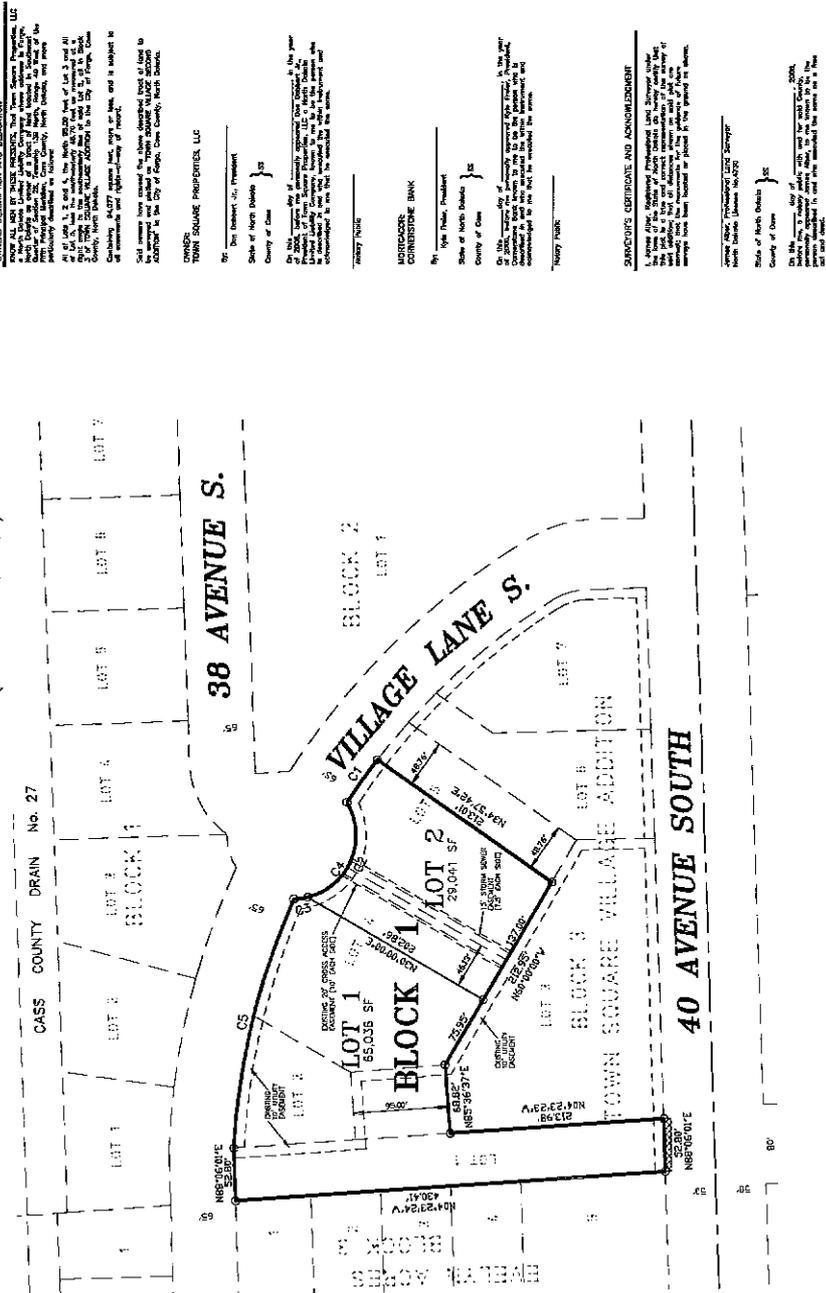
Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION:**

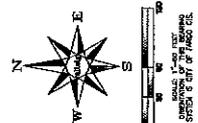
Approve the acquisition of Lot 2, Block 1, Town Square Village Second Addition in the amount of \$139,474 for establishing a new recyclables/yard waste drop-site with funding to come from the 2009 Solid Waste budget.

# TOWN SQUARE VILLAGE SECOND ADDITION

A REPEAT OF LOTS 1, 2, 4, AND PART OF LOTS 3 AND 5, BLOCK 3, OF TOWN SQUARE VILLAGE ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)



CURVE	LENGTH	RADIUS	ANGLE	CHORD	CHD BEARING
C1	29.34	726.00	15.5203°	28.24	N55°51'37"W
C2	14.10	64.50	12.2202°	13.27	N52°07'48"W
C3	134.31	64.50	118.7158°	111.26	N02°34'52"E
C4	238.23	726.00	2°10'45"	237.20	S02°44'27"W



**LEGEND**

- EXISTING PROPERTY
- EXISTING PROPERTY
- EXISTING PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING PROPERTY LINE

**NOTES:**  
 1. The proposed subdivision is shown as shown on this plan. It is assumed that the proposed subdivision is in accordance with the provisions of the North Dakota Subdivision Act, Chapter 47-02, NDCC, and the provisions of the City of Fargo Ordinance No. 100, which provides for the subdivision of lots in a block.

**CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL**  
 Approved by City Engineer: \_\_\_\_\_, 2008, City of Fargo

**TITLE BLOCK, CITY ENGINEER**  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

**CITY OF FARGO PLANNING COMMISSION APPROVAL**  
 Approved by the City of Fargo Planning Commission: \_\_\_\_\_, 2008.

**TOWN SQUARE PROPERTIES, LLC**  
 By: \_\_\_\_\_, Chairman, Cass County Planning Commission  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

**FARGO CITY COMMISSION APPROVAL**  
 Approved by the Board of City Commissioners and Ordained: \_\_\_\_\_, 2008.

**TOWN SQUARE PROPERTIES, LLC**  
 By: \_\_\_\_\_, Mayor  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

**MINNESOTA STATE BAR ASSOCIATION**  
 Approved by the Board of Directors: \_\_\_\_\_, 2008.

**MINNESOTA STATE BAR ASSOCIATION**  
 By: \_\_\_\_\_, President  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 Approved by the Board of Directors: \_\_\_\_\_, 2008.

**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 By: \_\_\_\_\_, President  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 Approved by the Board of Directors: \_\_\_\_\_, 2008.

**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 By: \_\_\_\_\_, President  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 Approved by the Board of Directors: \_\_\_\_\_, 2008.

**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 By: \_\_\_\_\_, President  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

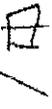
**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 Approved by the Board of Directors: \_\_\_\_\_, 2008.

**SHAWANO'S SUBDIVISION AND ACQUISITION**  
 By: \_\_\_\_\_, President  
 State of North Dakota }  
 County of Cass } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for the State of North Dakota, known to me to be the person whose name is subscribed to the foregoing instrument, he appeared in person and acknowledged to me that he executed the same as his free act and deed.

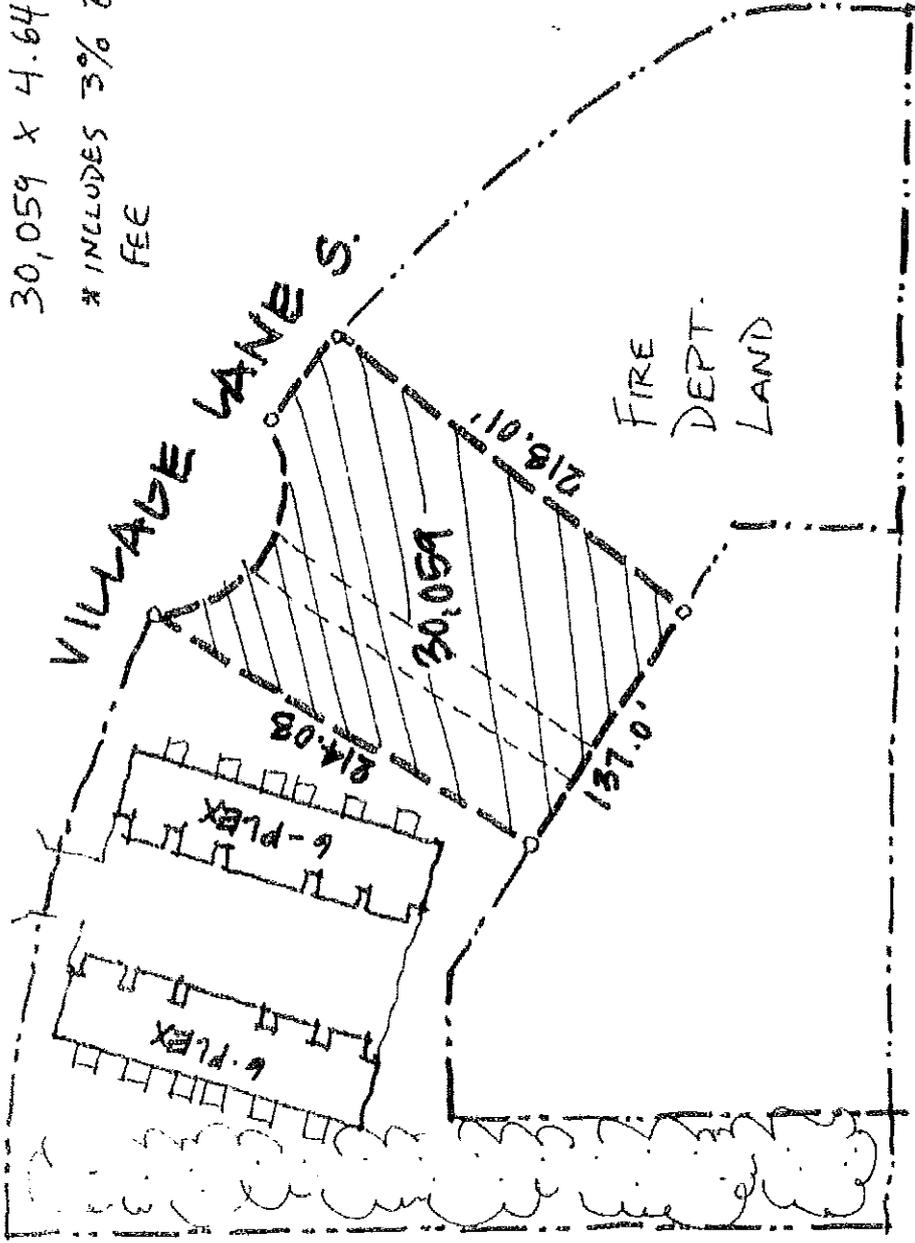
Notary Public: \_\_\_\_\_

**PRELIMINARY**

#4.64 / 

30,059 x 4.64 = \$139,473.76

\* INCLUDES 3% BROKERAGE FEE



1 PROPOSED LOT LAYOUT

NO SCALE

5.2.08

= EASEMENT; NO PERMANENT BUILDING OVER THE EASEMENT.



REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA Type: 2009 Renewable Energy Bonds (CREBs) Application - Wind Turbine Project

Location: SW 1/4 of the NW 1/4, Section 28, Township 140, Range 57

Date of Hearing: 6/03/09

Table with 2 columns: Routing, Date. Row 1: City Commission, 6/15/09. Row 2: Project File.

Bruce Grubb, Enterprise Director, presented the attached memo and application for bonding authority under the 2009 Clean Renewable Energy Bonds (CREBs) program. The application is for a project to construct a 1.5 mega watt wind turbine on City leased land along I-94 near Argusville.

In late 2006, the City received notification from the IRS that CREBs bonding authority had been approved to construct a 1.5 mega watt wind turbine in north Fargo near the City wastewater lagoons. However, the FAA determined the project would create a presumed hazard to air traffic at Hector International Airport. As a result, the City selected a new location along I-94 near Argusville and entered a Land Lease Agreement with the property owner.

The IRS was subsequently notified of the change in project location, but indicated the 2006 CREBs allocation could not be used for a wind turbine at the new location because it constituted a "substantial deviation" from the original project application. Therefore, a new application has been prepared for bonding allocation under the 2009 CREBs program to construct a wind turbine at the new location.

On a motion by Pat Zavoral, seconded by Mike Williams, the Utility Committee voted to approve the submittal of an application in bonding authority under the 2009 CREBs program for a wind turbine project.

Table with 5 columns: COMMITTEE:, Present, Yes, No, Unanimous. Lists committee members and their votes.

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

May 26, 2009

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To: Utility Committee

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

Re: 2009 CREBs Application – Wind Turbine Project

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As you may recall, in late 2006 the City received official notice from the Internal Revenue Service (IRS) that bonding authority for two City projects had been approved under the Clean Renewable Energy Bonds (CREBs) program. The two projects and respective allocation amounts are listed below:

1.	Landfill Gas Facility	\$1,500,000
2.	Wind Facility	\$2,437,050
	Total =	\$3,937,050

At this point, the Landfill Gas Facility CREBs have been issued and the project is complete and functional. However, the Wind Facility project location was determined by the FAA to create a presumed hazard to air traffic at Hector International Airport. Therefore, it was necessary to select a new site location for the project. The new location is approximately 55 miles from the original project location and was selected in an effort to take advantage of a preferable wind regime and maximize renewable energy production. On February 6, 2008, the City Commission approved a Land Lease Agreement with property owner of the new location. Unfortunately, the IRS determined that the change in project location constituted a "substantial deviation" to the original application. Thus, the above referenced Wind Facility CREBs could not be issued for a project at the new location.

The IRS recently announced that they are offering another round of allocations in 2009 with an application deadline of August 4, 2009. Since we are unable to issue our 2006 CREBs allocation for a wind project, I would like to submit a new application for the new site under the 2009 CREBs program.

To that end, attached please find a new CREBs application packet for your reference. I would like Utility Committee authorization to forward to the City Commission for approval to submit to the IRS.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve submittal of the attached application for a wind energy project to the IRS for bonding authority under the 2009 CREBs program.

CLEAN RENEWABLE ENERGY BONDS (CREBs)  
ALLOCATION APPLICATION

**City of Fargo Wind Turbine I**

June 15, 2009



CITY OF  
**Fargo**

## APPENDIX A

### APPLICATION FOR ALLOCATION OF NEW CLEAN RENEWABLE ENERGY BOND VOLUME CAP

Internal Revenue Service  
TEB CREBs Allocations  
1122 Town & Country Commons  
St. Louis, Missouri 63017

The following constitutes the application (“Application”) of (Name) (the “Applicant”) for allocation of new clean renewable energy bond (“New CREB”) volume cap under Section 54C(c) of the Internal Revenue Code (the “Code”) (unless otherwise noted, section references herein are to the Code) to finance the project described below. *(If a single Application is used to request New CREB volume cap for more than one project, then all of the required information in the Application must be provided separately for each project.)*

**1. Name of Applicant/Issuer: City of Fargo**

Street Address: 435 14<sup>th</sup> Avenue South

City: Fargo State: North Dakota Zip: 58103

Telephone Number: 701-241-1525 Fax Number: 701-241-8110

**2. Status of Issuer – (Select as appropriate)**

The Applicant/Issuer is a “qualified issuer” under section 54C(d)(6) because it is –

**(iii) a “governmental body”**

(i) a “clean renewable energy lender” that is a cooperative owned by, or has outstanding loans to, 100 or more cooperative electrical companies and was in existence on February 1, 2002, or is an affiliate that is owned by such a lender, as demonstrated by the attached documents included as Exhibit D.

(ii) a “cooperative electric company” that is a mutual or cooperative electric company described in section 501(c)(12) or section 1381(a)(2)(C), as demonstrated by the attached documents included as Exhibit D, including a copy of the determination letter previously obtained from the IRS, if any (or other relevant documents).

(iii) a “governmental body” that is a State, possession of the United States, District of Columbia, Indian tribal government, or any political subdivision of the foregoing, as demonstrated by the attached documents included as Exhibit D. *(Supporting documents are not required to be attached for governmental bodies that are general purpose governmental entities with substantial taxing, eminent domain, and police powers such as generally a county, city, municipality, township, or borough.)*

(iv) a “public power provider” that is a State utility with a service obligation, as such terms are defined in section 217 of the Federal Power Act (as in effect on October 3, 2008), as demonstrated by the attached documents included as Exhibit D.

(v) a “not-for-profit electric utility which has received a loan or loan guarantee under the rural Electrification Act,” as demonstrated by the attached documents included as Exhibit D. For this purpose, supporting documents should include copies of the articles of incorporation and bylaws of the not-for-profit electric utility, and of the loan or loan guarantee documents.

**3. Name of Qualified Renewable Energy Facility Owner: City of Fargo**

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Street Address: 435 14<sup>th</sup> Avenue South

City: Fargo State: North Dakota Zip: 58103

Telephone Number: 701-241-1525

Fax Number: 701-241-8110

**4. Status of Owner – (Select as appropriate) The Owner is a qualified entity under section 54C(d)(1) because it is -- (ii) a “governmental body”**

(i) a qualified owner under section 54C(d)(4) that is a mutual or cooperative electric company under section 501(c)(12) or section 1381(a)(2)(C), as demonstrated by the attached documents included as Exhibit D, including a copy of the determination letter previously obtained from the IRS, if any (or other relevant documents).

(ii) a qualified owner under section 54C(d)(3) that is a “governmental body” and is a State, possession of the United States, District of Columbia, Indian tribal government, or any political subdivision of the foregoing, as demonstrated by the attached documents included as Exhibit D. *(Supporting documents are not required to be attached for governmental bodies that are general purpose governmental entities with substantial taxing, eminent domain, and police powers such as generally a county, city, municipality, township, or borough.)*

- (iii) a qualified owner under section 54C(d)(2) that is a “public power provider” and is a State utility with a service obligation, as such terms are defined in section 217 of the Federal Power Act (as in effect on October, 3 2008), as demonstrated by the attached documents included as Exhibit D. For this purpose, supporting documents should include copies of the articles of incorporation and bylaws of the not-for-profit electric utility, and of the loan or loan guarantee documents.

**5. Name of Qualified Renewable Energy Facility.**

**City of Fargo Wind Turbine I**

- 6. Detailed Description of the Qualified Renewable Energy Facility.** A reasonably detailed description of the qualified renewable energy facility (the “Project”) is set forth below or in attached Exhibit A, including reasonably expected costs of components, such as land, site prep, equipment, installation, other dedicated facilities such as transmission, Project capacity and projected or expected use of the power produced at the Project:

- 7. Qualified Renewable Energy Facility.** The Project is a “qualified renewable energy facility” within the meaning of section 54C(d)(1) of the Code because it is a “qualified facility” (as determined under section 45(d) of the Code without regard to section 45(d)(8) and (10) and to any placed in service date) that is (*select as appropriate*)—

**(1) a wind facility**

(1) a wind facility – a facility using wind to produce electricity;

(2) a closed-loop biomass facility – a facility using closed-loop biomass (as defined in section 45(c)) to produce electricity or, if owned by the taxpayer prior to January 1, 2008, a facility using closed-loop biomass to produce electricity which is modified to use closed-loop biomass to co-fire with coal, with other biomass, or with both, but only if the modification is approved under the Biomass Power for Rural Development Programs or is part of a pilot project of the Commodity Credit Corporation;

(3) an open-loop biomass facility – a facility using open-loop biomass (as defined in section 45(c)) to produce electricity and in the case of a facility using agricultural livestock waste nutrients, the nameplate capacity rating of which is not less than 150 kilowatts;

(4) a geothermal or solar energy facility – a facility using geothermal energy (as defined in section 45(c)) or solar energy to produce electricity (not including a facility described in section 48(a)(3) the basis of which is taken into account by the taxpayer for purposes of determining the energy credit under section 48 of the Code);

(5) a small irrigation power facility – a facility using small irrigation power (as defined in section 45(c)) to produce electricity;

(6) a landfill gas facility – a facility producing electricity from gas derived from the biodegradation of municipal solid waste (as defined in section 45(c));

(7) a trash combustion facility – a facility that burns municipal solid waste (as defined in section 45(c)) to produce electricity;

(8) a qualified hydropower facility – a facility engaged in qualified hydropower production (as defined in section 45(c)); or

(9) a marine and hydrokinetic renewable energy facility – a facility producing electricity from marine and hydrokinetic renewable energy (as defined in section 45(c)) with a nameplate capacity of at least 150 kilowatts.

**8. Construction Commencement Date and Placed in Service Date.** The Borrower begun or expects to begin the construction, installation and equipping of the Project on **May 1, 2010**. The Borrower expects that the Project will be placed into service on or before **December 1, 2010**.

**9. Independent Engineer's Certificate:** *(If the Application is for more than one Project, a separate certificate must be included for each Project.)* Attached as Exhibit B hereto is a certification by an independent, licensed engineer to the effect that the Project will be a “qualified renewable energy facility” within the meaning of section 54C(d)(1) and a “qualified facility” within the meaning of section 45(d) of the Code (without regard to section 45(d)(8) and (10) of the Code and to any placed in service date), and that the project is technically viable and will produce electricity.

If the project is a **qualified hydropower facility** under section 45(d)(9)--

- a. producing incremental hydropower production, then the engineering certificate also must state that the project consists only of efficiency improvements or additions to capacity that produce additional production as described in section 45(c)(8)(B) based on a methodology that would meet Federal Energy Regulatory Commission (FERC) standards; or
- b. that is a nonhydroelectric dam under section 45(c)(8)(C), then the engineering certificate also must state that the facility, when constructed, (a) will meet FERC licensing requirements and other applicable environmental, licensing and regulatory requirements, and (b) will be operated so that the water surface elevation at any given location and time that would have occurred in the absence of the hydroelectric project is maintained, subject to any license requirements imposed under applicable law that change the water surface elevation for the purpose of improving environmental quality of the affected waterway.

**10. Location of the Project:**

Project address or physical location (do not include postal box numbers or mailing address) **SW1/4 of the NW1/4, Section 28, Township 140, Range 57**

City \_\_\_\_\_ State: **North Dakota** Zip \_\_\_\_\_

County where Project is located: **Barnes County**

**11. Individual to contact** for more information about the Project:

Individual Name **Bruce P. Grubb, Enterprise Director**

Company Name **City of Fargo**

Street Address **435 14<sup>th</sup> Avenue South**

City: **Fargo** State: **North Dakota** Zip: **58103**

Telephone Number: **701-241-1525**

Fax Number: **701-241-8110**

Email Address: **bgrubb@cityoffargo.com**

*(Include as appropriate)* The contact person is not an authorized official or officer of the Issuer and a properly executed Form 8821 is included with this Application that authorizes the disclosure by the IRS of information that relates to this Application and the Project(s) described above to the contact person.

**12. Regulatory Approvals.** Identify each regulatory body, the action that must be taken, status of any pending action and the remaining timeframe required to obtain each required approval such as a FERC approval, or siting permits. The plan of the Applicant for obtaining such approvals is as follows: *(or attach an Exhibit)*

**13. Plan of Financing.** Include a reasonably detailed description of the plan of financing for the Project, including all reasonably expected sources and uses of financing and other funds, the status of such financing, the anticipated date of bond issuance, the sources of security and repayment for the bonds, the aggregate face amount of bonds expected to be issued for the Project, and the issuer's reasonably expected schedule for spending proceeds of New CREBs. Attached as Exhibit C is a plan of financing for the Project.

**14. Reimbursements.** *(For reimbursements, include the following statement.)* The Issuer intends to use the proceeds of New CREBs to reimburse costs of the Project in

accordance with section 54A(d)(2)(D).] *(In addition, the Issuer must demonstrate that the requirements of § 54A(d)(2)(D) will be met.)*

**15. Dollar Amount of Allocation Requested for the Project.** To finance the Project, the Applicant hereby requests a New CREB allocation in the amount of \$ **2,500,000**.

**16. Prior Allocations for the Project or Related Project.** *(If the Project or any Related Project (as defined in section 3.f.(iii) of this notice) previously received an allocation of CREBs volume cap under section 54 of the Code, then this paragraph must include a statement to that effect.)*

*[If applicable, include the following statement: On (Insert date), the Project previously received a CREBs volume cap allocation in the amount of \$ \_\_\_\_\_. A copy of the IRS allocation letter for that allocation is attached.]*

*[If applicable, include the following statement: On (Insert date), a Related Project previously received a CREBs volume cap allocation in the amount of \$ **2,437,050**. A copy of the IRS allocation letter for that allocation is attached.]*

**On November 13, 2006, the City of Fargo received notification from the Internal Revenue Service (IRS) that it had received an allocation to issue up to \$3,937,050 of Clean Renewable Energy Bonds (CREBs) for the following two projects:**

- |                           |             |
|---------------------------|-------------|
| 1.) Landfill Gas Facility | \$1,500,000 |
| 2.) Wind Facility         | \$2,437,050 |

The Landfill Gas Facility CREBs have been issued and the project is complete and functional. However, the Wind Facility project location was determined by the FAA to create a presumed hazard to air navigation. Therefore, it was necessary to select a new site location for the project. The new project location was approximately 55 miles from the original project location which was selected in an effort to take advantage of a preferable wind regime and maximize renewable energy production. Although the new project location did not change the purpose and intent of the application, the IRS determined that the proposed change in project location constituted a substantial deviation to the original application. Thus, the above referenced Wind Facility CREBs allocation could not be issued for a project at the new location. As such, the City of Fargo was unable to utilize the allocation which has prompted this new CREBs application for a wind turbine at the new project location.

**17. Other Allocation Requests for Related Projects to the Project.** Included below are descriptions of other projects that are Related Projects (as defined in paragraph 16 above) to the Project for which the applicant or other entities are applying for a CREB volume cap allocation. With respect to an applicant on a Related Project other than the

**18. Pooled Financing Bonds.** *(If the issuer expects to use the requested allocation of New CREB volume cap as part of a pooled financing bond within the meaning of section 149(f), then the issuer should include the undertaking noted below.)*

[The Applicant Issuer expects to use the requested allocation for New CREBs volume cap in a pooled financing bond within the meaning of section 149(f), and the Issuer expressly agrees that it will obtain a written loan commitment for all borrowers from the issue of New CREBs to which the requested allocation relates before the issue date of that issue.]

I hereby certify that I am an authorized officer or official of the Applicant and am duly authorized to execute legal documents on behalf of the Applicant in connection with incurring debt and that I am duly authorized to execute legal documents on behalf of the Applicant in making this Application. Under penalties of perjury, I declare that (i) I have knowledge of the relevant facts and circumstances relating to this Application and the Project(s), (ii) I have examined this Application, and (iii) to the best of my knowledge and belief, all of the facts contained in this Application are true, correct and complete.

By: \_\_\_\_\_

Name and Title: **Dennis R. Walaker, Mayor**

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

**EXHIBIT A**

**DESCRIPTION OF THE PROJECT  
(RESPONSE TO QUESTION 6 OF THE APPLICATION)**

The proposed project consists of a 1.5MW wind turbine to be interconnected to the local utility company's electrical distribution system. The purpose of the project is to generate power for sale to the local utility company to offset the electrical consumption by City of Fargo owned facilities. The proposed wind turbine would be constructed on leased property within an ideal wind regime as shown on the attached Figure 1 and as legally described below.

The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-eight (28), in Township One Hundred Forty (140), Range Fifty-seven (57), Barnes County, North Dakota containing 40.00 acres, more or less.

The proposed project will assist the City of Fargo in lowering it's carbon footprint and further the City's efforts to become a "greener" community.

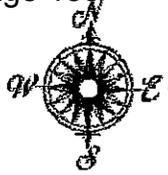
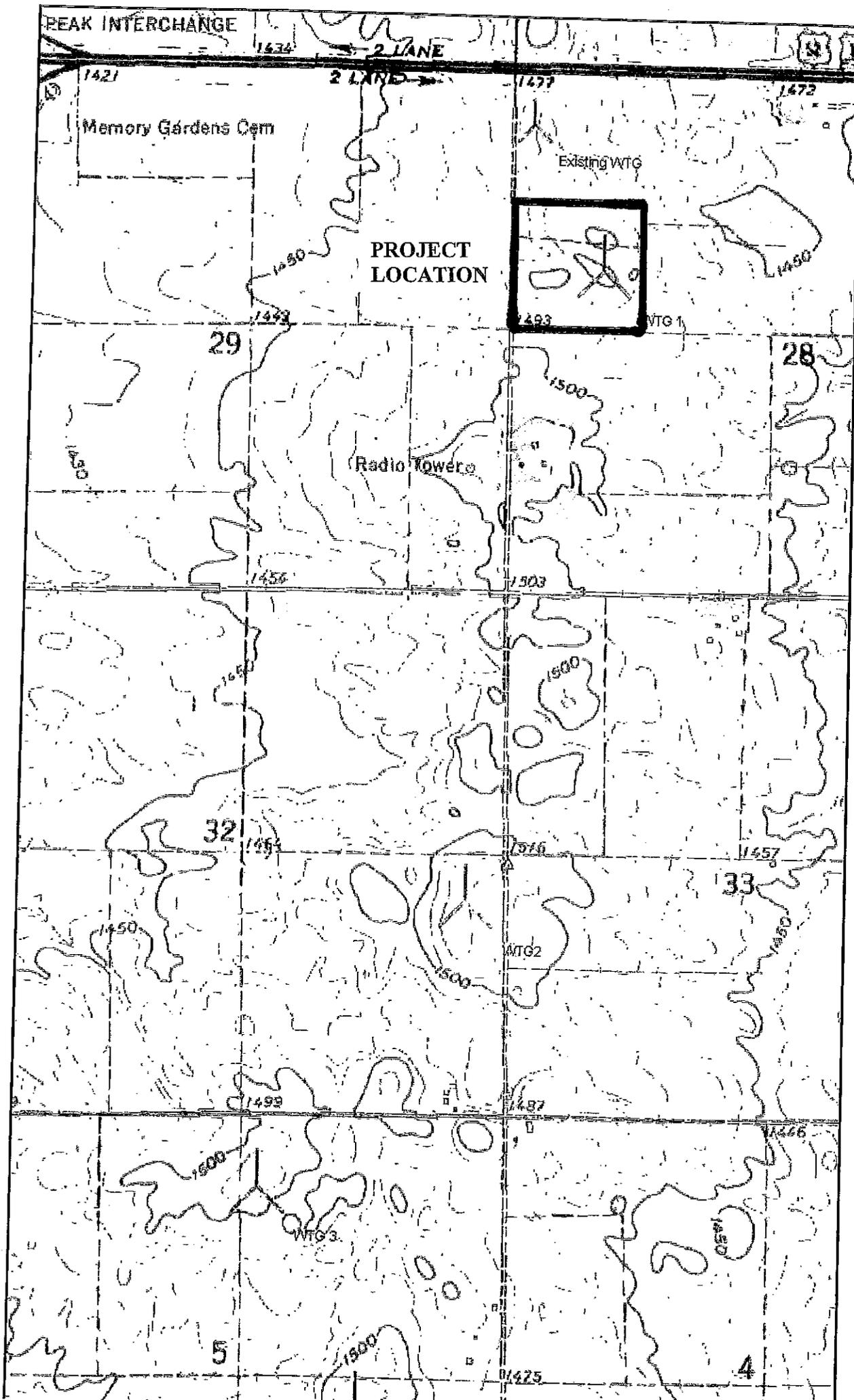


Figure 1



**EXHIBIT B**  
**ENGINEER'S CERTIFICATE**  
**(RESPONSE TO QUESTION 9 OF THE APPLICATION)**

(Attached hereto in substantially the form below)

Dated: \_\_\_\_\_, 2009

This certificate is being provided to the Internal Revenue Service ("IRS") in connection with an application (the "Application") by [*Name of Applicant Issuer: \_\_\_\_\_*] (the "Issuer") to the IRS requesting an allocation of volume cap authority to issue new clean renewable energy bonds ("New CREBs") under section 54C of the Internal Revenue Code, as amended (the "Code"). The New CREBs are being issued to make a loan to [*Name of the qualified renewable energy facility owner: \_\_\_\_\_*] (the "Owner"), to finance the costs of certain qualified renewable energy facility or facilities described more particularly in the Application (the "Project"). The undersigned hereby certifies as follows:

1. I am an independent, licensed engineer, duly qualified to practice the profession of engineering under the laws of the State of \_\_\_\_\_, and I am not an officer or employee of the Issuer or the Borrower.

2. I have reviewed the Application for a New CREBs volume cap allocation (including the exhibits thereto) of the Issuer of even date herewith describing the Project. To the best of my knowledge, information, and belief, the Project will meet the requirements to be a "qualified renewable energy facility" under section 54C(d)(1) of the Code and correspondingly a "qualified facility" under section 45(d) of the Code (determined without regard to section 45(d)(8) and (10) of the Code and without regard to any placed in service date).

[(*Include as applicable*) To the best of my knowledge, information, and belief, the Project is a qualified hydropower facility under section 45(d)(9)--

- a. producing incremental hydropower production consisting only of efficiency improvements or additions to capacity that produce additional production as described in section 45(c)(8)(B) based on a methodology that would meet Federal Energy Regulatory Commission (FERC) standards. *or*
- b. that is a nonhydroelectric dam under section 45(c)(8)(C) and the facility, when constructed, (a) will meet FERC licensing requirements and other applicable environmental, licensing and regulatory requirements, and (b) will be operated so that the water surface elevation at any given location and time that would have occurred in the absence of the hydroelectric project is maintained, subject to any license requirements imposed under applicable law that change the water surface

elevation for the purpose of improving environmental quality of the affected waterway.]

3. To the best of my knowledge, information and belief, the Project is technically viable and, when constructed, will produce electricity.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on the date of this Engineer's Certificate.

Seal and/or License number:

\_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

**EXHIBIT C**

**PLAN OF FINANCING  
(RESPONSE TO QUESTION 13 OF THE APPLICATION)**

The City of Fargo will own and operate the wind turbine and be responsible for the initial construction and ongoing maintenance/operation of the facilities. The City of Fargo intends to appropriate resources annually subject to operational budget planning to pay for the required debt service amortization payments. The source and security for payment of the CREBs issuance will be a power purchase agreement with Minnkota Power Cooperative. It is anticipated that energy sales will be approximately \$250,000 per year. There is no long term outstanding debt for which energy sales revenues have been pledged. The City of Fargo has the financial ability to adequately service the required debt repayment.

The expected place in service date of the project is December 1, 2010.

The bonds are expected to be issued prior to December 31, 2009.

The total amount of bonds issued would be \$2,500,000.

The total amount of CREB allocation requested is \$2,500,000.

## COSTS

DESCRIPTION	Quantity	Unit Cost	Total	Comments
<b>A. Wind Turbine</b>				
Turbine/Tower	1	\$ 2,000,000	\$ 2,000,000	1.5 MW, 90m hub height
FAA Lighting	1	\$ 5,000	\$ 5,000	
VAR Support	1	\$ -	\$ -	
<b>B. Balance of Plant</b>				
Foundation	1	\$ 100,000	\$ 100,000	
Transformer	1	\$ 20,000	\$ 20,000	
Erection Crane	1	\$ 100,000	\$ 100,000	
Erection Labor	1	\$ 20,000	\$ 20,000	
Electrical Labor	1	\$ 20,000	\$ 20,000	
Access Roads (feet)	1,000	\$ 50	\$ 50,000	
Transmission Lines (feet)	1,000	\$ 15	\$ 15,000	
<b>C. Interconnection</b>				
Facilities Study	1	\$ 50,000	\$ 50,000	
Transformer	1	\$ 75,000	\$ 75,000	
Interconnection	1	\$ 30,000	\$ 30,000	
<b>D. Other</b>				
Land Acquisition	1	\$ -	\$ -	
Professional Fees	1	\$ 15,000	\$ 15,000	
		<b>Subtotal</b>	<b>\$ 2,500,000</b>	
		<b>Contingency (10%)</b>	<b>\$ 250,000</b>	
		<b>Total</b>	<b>\$ 2,750,000</b>	

## ECONOMIC ANALYSIS

<u>DESCRIPTION</u>	<u>INPUT</u>	<u>COMMENTS</u>
<b><u>A. Financial</u></b>		
Total Cost	\$ 2,750,000	- 1.5 MW, 90 m Hub Height
Down payment	\$ -	- Not Required
Amount Financed	\$ 2,750,000	- CREBs Financing
Loan Rate	%	- Interest Free CREBs
Loan Term	Yrs 16	- CREBs Repayment Term
<b><u>B. Revenue</u></b>		
Annual Energy Output	kwh/yr. 5,520,000	- Estimated Energy Output
Capacity Factor	% 42.0	- Estimated Capacity Factor
Interest on Replacement Reserve	% 3.0	- Starting in year 11
Power Purchase Rate	\$/kwh 0.0525	- Based on Landfill Power Purchase Agreement
<b><u>C. Expenses</u></b>		
Landowner Payment	\$ 7,500	- Based on Property Owner Lease Agreement
Standard Warranty	Yrs 2	- Included with initial purchase
Additional Warranty	Yrs 3	- Total of 5 years recommended
Additional Warranty Cost/yr.	\$ 15,000	- Estimated (3 years)
Annual Service & Maintenance	\$ 15,000	- Estimated
Business Interruption Ins.	\$ 1,200	- Estimated
Property Ins.	\$ 10,000	- Estimated
Liability Ins.	\$ 3,000	- \$2 million coverage requirement
Replacement Reserve	\$ 5,000	- Starting in year 11
<b><u>D. Escalators</u></b>		
Energy Sales Rate	%	- Minnkota Power Cooperative (every 5 years)
Inflation Rate	%	- General Inflation Rate

**WIND TURBINE LIFE CYCLE**

	1	2	3	4	5	6	7	8	9
<b>A. INCOME</b>									
Revenue from Energy Sales	289,800	289,800	289,800	289,800	289,800	304,300	304,300	304,300	304,300
Interest Earned on RR									
<b>B. EXPENSES</b>									
Principle Payment on Debt	171,875	171,875	171,875	171,875	171,875	171,875	171,875	171,875	171,875
Landowner Payments	8,700	8,961	9,230	9,507	9,792	10,086	10,388	10,700	11,021
Additional Warranty			15,000	15,000	15,000				
Service and Maintenance	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,488	19,002
Liability Insurance	3,000	3,060	3,152	3,246	3,344	3,444	3,547	3,654	3,763
Property Insurance	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668
Business Interruption Insurance	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520
Replacement Reserve (RR)									
<b>C. NET</b>	80,025	78,918	62,747	61,543	60,300	88,522	87,205	85,808	84,451
<b>D. ACCUMULATED NET</b>	80,025	158,943	221,690	283,233	343,533	432,055	519,260	605,068	689,519

## WIND TURBINE LIFE CYCLE

	10	11	12	13	14	15	16	17	18
<b>A. INCOME</b>									
Revenue from Energy Sales	304,300	319,500	319,500	319,500	319,500	319,500	335,500	335,500	335,500
Interest Earned on RR			150	305	464	628	796	970	1,149
<b>B. EXPENSES</b>									
Principle Payment on Debt	171,875	171,875	171,875	171,875	171,875	171,875	171,875	13,961	14,380
Landowner Payments	11,352	11,692	12,043	12,404	12,776	13,160	13,554		
Additional Warranty									
Service and Maintenance	19,572	20,159	20,764	21,387	22,028	22,689	23,370	24,071	24,793
Liability Insurance	3,876	3,992	4,112	4,235	4,362	4,493	4,628	4,767	4,910
Property Insurance	13,048	13,439	13,843	14,258	14,686	15,126	15,580	16,048	16,529
Business Interruption Insurance	1,566	1,613	1,661	1,711	1,763	1,815	1,870	1,926	1,984
Replacement Reserve (RR)		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
<b>C. NET</b>	83,011	91,730	90,352	88,935	87,474	85,970	100,419	270,697	269,053
<b>D. ACCUMULATED NET</b>	772,530	864,260	954,612	1,043,547	1,131,021	1,216,991	1,317,410	1,588,107	1,857,160

**WIND TURBINE LIFE CYCLE**

	19	20	21	22	23	24	25
<b>A. INCOME</b>							
Revenue from Energy Sales	335,500	335,500	352,300	352,300	352,300	352,300	352,300
Interest Earned on RR	1,334	1,524	1,570	1,617	1,665	1,715	1,767
<b>B. EXPENSES</b>							
Principle Payment on Debt							
Landowner Payments	14,811	15,256	15,713	16,185	16,670	17,170	17,685
Additional Warranty							
Service and Maintenance	25,537	26,303	27,092	27,905	28,742	29,604	30,492
Liability Insurance	5,057	5,209	5,365	5,526	5,692	5,863	6,039
Property Insurance	17,025	17,535	18,061	18,603	19,161	19,736	20,328
Business Interruption Insurance	2,043	2,105	2,168	2,233	2,300	2,369	2,440
Replacement Reserve (RR)	5,000	5,000	5,000	5,000	5,000	5,000	5,000
<b>C. NET</b>	267,361	265,616	280,471	278,465	276,400	274,273	272,083
<b>D. ACCUMULATED NET</b>	2,124,521	2,390,137	2,670,608	2,949,073	3,225,473	3,499,746	3,771,829

**EXHIBIT D**

**DOCUMENTS REGARDING ISSUER OR BORROWER ORGANIZATIONAL STATUS  
(RESPONSE TO QUESTION 2 OR 4 OF THE APPLICATION, AS APPLICABLE)**

(Attached hereto)

**APPENDIX B**

**CONSENT TO PUBLIC DISCLOSURE  
OF CERTAIN CLEAN RENEWABLE ENERGY BOND  
APPLICATION INFORMATION**

In the event that the Application of the **City of Fargo** (the "Applicant") for an allocation of authority to issue new clean renewable energy bonds ("New CREBs") under section 54C of the Internal Revenue Code is approved, the undersigned authorized representative of the Applicant hereby consents to the disclosure by the Internal Revenue Service through publication of a Notice in the Internal Revenue Bulletin or a press release of the name of applicant (issuer), the name of the qualified renewable energy facility owner (if other than the issuer), the type and location of the facility that is the subject of the Application, and the amount of the allocation, if any, of volume cap authority to issue New CREBs for such facility. The undersigned understands that this information might be published, broadcast, discussed or otherwise disseminated in the public record.

This authorization shall become effective upon the execution thereof. Except to the extent disclosure is authorized herein, the returns and return information of the undersigned taxpayer are confidential and are protected by law under the Internal Revenue Code.

I certify that I have the authority to execute this consent to disclose on behalf of the taxpayer named below.

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

Signature: \_\_\_\_\_

Print name: **Dennis R. Walaker**

Title: **Mayor**

Name of Applicant-Taxpayer: **City of Fargo**

Taxpayer Identification Number: **45-6002069**

Taxpayer's Address: **200 3<sup>rd</sup> Street North  
Fargo, North Dakota 58102**

Note: Treasury Regulations require that the Internal Revenue Service must receive this consent within 60 days after it is signed and dated.

99

REPORT OF ACTION**UTILITY COMMITTEE**

Project No. NA Type: Intermediate Clarifier Improvement Project

Location: Wastewater Treatment Plant (WWTP)

Date of Hearing: 6/03/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/15/09</u>
Project File	<u>                    </u>

Bruce Grubb, Enterprise Director, presented the attached memorandum and Task Order related to an improvement project for the intermediate clarifiers. A recently completed WWTP process audit and subsequent BOD trickling filter pilot study concluded that the intermediate clarification process should be upgraded to improve the TSS removal efficiency. The project would involve retro fitting the two existing intermediate clarifiers with energy dissipating inlets and baffled effluent weirs to improve their TSS removal performance.

At the February 4, 2009, Utility Committee meeting, a list of wastewater infrastructure projects was approved for submittal to the North Dakota Department of Health (NDDH) under the federal American Recovery and Reinvestment Act (ARRA) of 2009. The list included 11 wastewater projects totaling \$51 M and was submitted to the NDDH Clean Water SRF program. The only project approved for funding under the ARRA was an intermediate clarifier improvement project as described above. The funding terms include a 1% loan for the total estimated project cost of \$800,000.

Therefore, a task order was requested from Ulteig Engineers under their General Engineering Services Agreement for the design and construction administration of an intermediate clarifier improvement project. Because Ulteigs more recent cost estimate for the intermediate clarifier improvements is approximately \$400,000, it was requested that the task order include improvements to Primary Clarifier No. 3 to take full advantage of the \$800,000 stimulus funding loan. Therefore, the total estimated cost breakdown is as follows:

- |   |                  |
|---|------------------|
| • Intermediate Clarifier No. 1 and No. 2 Improvements | \$405,000        |
| • Primary Clarifier No. 3 Improvements                | \$275,000        |
| • Engineering Professional Services                   | <u>\$108,000</u> |
| Total =   | <u>\$788,000</u> |

The attached Task Order from Ulteig Engineers is for engineering professional services associated with improvements to intermediate clarifiers No. 1 and No. 2 and primary clarifier No.3.

On a motion by Pat Zavoral, seconded by Pete Bilstad, the Utility Committee voted to approve a Task Order with Ulteig Engineers in the amount of \$108,150 for the design and construction administration of a project to upgrade intermediate clarifiers No. 1 and No. 2 and primary clarifier No. 3.

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

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

May 18, 2009

## MEMORANDUM

**To:** Utility Committee

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

**Re:** Intermediate Clarifier Improvement Project

### **Introduction**

As you may recall, on September 30, 2007, the Utility Committee approved a Task Order with Ulteig Engineers to perform a trickling filter pilot study and to evaluate the potential of increasing the EPA maximum allowable head works loading (MAHL) at the Wastewater Treatment Plant (WWTP). The reason for the study was to examine the plant influent loading which was approaching the design influent loading for the WWTP. Yet, the post-treatment effluent loading remained well below the design effluent loading numbers. Thus, a plant audit was conducted and revealed that the WWTP has not yet reached its "actual" organic loading capacity and a detailed pilot study of the BOD trickling filters was recommended. The pilot study was intended to determine the "actual" treatment capacity versus "design" treatment capacity which might lead to a new EPA MAHL.

### **Pilot Study**

The BOD trickling filter pilot study included four operational phases as shown below:

- Phase 1 – All three BOD trickling filters operating
- Phase 2 – One BOD trickling filter offline
- Phase 3 – One BOD trickling filter and one primary clarifier offline
- Phase 4 – One BOD trickling filter and two primary clarifiers offline

Results from the pilot study showed that the organic loading capacity of the BOD trickling filters is greater than the original design. The increased removal efficiency is attributed to the performance of synthetic media in the trickling filters, which was relatively new technology at the time of design.

In addition, the pilot study also recorded TSS removal efficiency across the secondary treatment process. It was noted that the TSS removal efficiency was reduced slightly due to intermediate clarifier performance. Thus, the pilot study confirmed the recommendation from the WWTP audit to upgrade the intermediate clarification process.

## **ARRA of 2009**

At the February 4, 2009, Utility Committee meeting, a list of water and wastewater infrastructure projects was approved for submittal to the North Dakota Department of Health (NDDH) for funding under the American Recovery and Reinvestment Act of 2009. The list included approximately \$40M in water projects and \$51M in wastewater projects which were submitted to the Drinking Water SRF and Clean Water SRF programs. We recently received notification from the NDDH that no water projects were selected for funding under the Drinking Water SRF stimulus program. However, one project was selected by the NDDH under the Clean Water SRF stimulus program. The wastewater project selected was an intermediate clarifier improvements project at an estimated project cost of \$800,000. The stimulus funding terms are for a 1% loan in the amount of \$800,000. The project would involve retrofitting the two intermediate clarifiers with energy dissipating inlets and baffled effluent weirs to improve TSS removal performance (as recommended in the WWTP Audit Report and BOD Trickling Filter Study). This project was originally scheduled to be funded directly with infrastructure sales tax. However, the opportunity to secure a 1% loan is available and would save approximately \$213,000 over the standard 3% SRF loan financing.

## **Task Order – Intermediate Clarifier Improvements**

Based on information presented in the previous sections, a Task Order was requested from Ulteig Engineers under their General Wastewater Engineering Services Agreement to complete an upgrade to the intermediate clarifiers No. 1 and 2. Because the project cost has been estimated at approximately \$400,000, we requested that the primary clarifier No. 3 equipment replacement be added to the project to take full advantage of the \$800,000 stimulus funding loan. As you may recall, the center distribution pipe, rotating scraper blades, skimmer arm and weirs are 1936 original equipment and in need of replacing due to wear and age. The costs for primary clarifier No. 3 are presently contained in the 2009 WWTP budget under the capital outlay line item.

The total estimated project breakdown is shown below:

• Intermediate Clarifier No. 1 and No. 2 Improvements	\$405,000
• Primary Clarifier No. 3 Improvements	\$275,000
• Engineering Professional Services	<u>\$108,000</u>
<b>TOTAL</b>	<b>\$788,000</b>

A copy of the Task Order is attached for your reference and includes the following work items:

1. Project Kickoff and Meetings	\$ 7,664
2. Contract Document Development	\$ 30,629
3. Contract Bidding	\$ 10,026
4. Construction Administration	\$ 46,274

5. Project Closeout	\$ 8,780
6. Reimbursables	<u>\$ 4,777</u>
<b>TOTAL</b>	<b>\$108,150</b>

**Suggested Motion**

Approve the attached Task Order with Ulteig Engineers in the amount of \$108,150 for upgrading intermediate clarifiers No. 1 & 2 and primary clarifier No. 3. In addition, approve the project to be funded with the North Dakota Department of Health CWSRF stimulus allocation loan (\$800,000 @ 1%).

This is Task Order No. 21-A,  
consisting of 9 pages

**Task Order**

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In accordance with paragraph 1.01 of the Master Agreement Between Owner and Engineer for Professional Services dated January 1, 2007 ("Agreement"), Owner and Engineer agree as follows:

**Specific Project Data**

- A. Title: Primary and Secondary Clarifier Improvements
- B. Description: Provide planning, design, bidding and construction administration services for:
- Replacement of Primary Clarifier No.3 equipment due to age and wear of equipment.
  - Optimization of intermediate clarifiers No.1 and No.2 for improved settling characteristics and solids capture.

**1. Services of Engineer**

- A. See Exhibit A of Agreement.

**2. Owner's Responsibilities**

- A. See Exhibit B of Agreement.

**3. Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>	<u>Cost</u>
1. Design, Bidding and Construction	April 15, 2010	\$108,150
<b>Total</b>		<b>\$108,150</b>

4. **Payments to Engineer**

**A. Method(s) of Payment by Tasks**

Owner shall pay Engineer for services within each task as follows

Work Task Description	Method of Payment	
	Basic Services	Additional Services
A. Contract Document Dev.	Lump Sum	Standard Hourly Rates
B. Bid Period Activities	Lump Sum	Standard Hourly Rates
C. Construction Administration	Standard Hourly Rates	Standard Hourly Rates

**B. For Method of Payment:**

1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 108,150 based on the following assumed distribution:

Phase	Estimated Compensation
A. Design and Bid Period Services	\$51,500
B. Construction Administration	\$56,650
<b>SUB TOTAL</b>	<b>\$108,150</b>

**C. For Method of Payment B, Unit Prices - N.A.**

**D. For Method of Payment C, Direct Labor Costs Times a Factor: N/A**

**TOTAL FOR ALL SERVICES** **\$108,150**

5. **Sub Consultants:** N.A.
6. **Other Modifications to Master Agreement:** N/A
7. **Attachments:** Detailed Scope of Services – Exhibit ‘B’  
Fee Estimate – Exhibit ‘C’
8. **Documents Incorporated By Reference:** N/A

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June 3rd, 2009.

Engineer

Owner

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Thomas J. Welle  
Name

Bruce Grubb  
Name

Vice President  
Title

Enterprise Director  
Title

Karla Olson  
Name

Jim Hausauer  
Name

Senior Project Manager  
Title

Wastewater Utility Manager  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Thomas J. Welle  
Name

Bruce P. Grubb  
Name

Vice President  
Title

Enterprise Director  
Title

3350 38<sup>th</sup> Avenue South, Fargo, ND 58104  
Address

435 14th Avenue, Fargo, ND 58103  
Address

tom.welle@ulteig.com  
E-Mail Address

bpgrubb@ci.fargo.nd.us  
E-Mail Address

701-280-8500  
Phone

701-241-1525  
Phone

701-237-3191  
Fax

701-241-8109  
Fax

*June 3<sup>rd</sup>, 2009*

City of Fargo, North Dakota

Task Order No. 21 – Primary and Secondary Clarifier  
Improvements

*Scope of Services*

Index:

<b>Engineering Service No.</b>	<b>Description</b>
1.	Contract Document Development
2.	Bid Period Activities
3.	Construction Administration

## **1. Contract Document Development**

### **Objective:**

The objective of this project is to produce a set of plans and specifications for primary and secondary clarifier improvements and process optimization at the Fargo Wastewater Treatment Facility.

### **Activities:**

1. Kickoff meeting and project objectives discussion.
2. Prepare a set of plans and specifications for the proposed project.
3. Review equipment manufacturers to be named in the specification. Must list two or more reputable manufacturers.
4. Meet with City Personnel at 90% and 100% stage of plan and specification development for review.

### **City of Fargo Responsibilities**

- Provide Ulteig Engineers with record drawings, equipment information and operational data.
- Attend 90% and 100% design review meetings.
- Provide comments at various design review stages.

### **Ulteig Engineers, Inc. Responsibilities**

- Provide the City with plan and specification sets at 90% and 100%.
- Incorporate City comments into each plan review set.

## **2. Bid Period Activities**

### **Objective:**

The objective of this task is to advertise and entice perspective equipment manufacturers and contractors to bid on the proposed clarifier improvements project.

### **Activities:**

1. Advertise for bids.
2. Answer all bid period activities.
3. Accept and evaluate bids.
4. Prepare bid tabulation.
5. Make recommendation for award of bid.
6. Issue notice of award.
7. Issue notice to proceed.

### **City of Fargo Responsibilities**

- Attend bid opening.
- Process partial pay requests.

### **Ulteig Engineers, Inc. Responsibilities**

- Advertise for bids.
- Conduct bid opening.
- Evaluate, prepare bid tabulation, and recommend award of bid.

### **3. Construction Administration**

#### **Objective:**

The objective of this task is to manage the construction project to ensure that the Contractor follows the provisions of the contract documents.

#### **Activities:**

1. Conduct pre-construction meeting.
2. Respond to all RFIs (requests for information).
3. Evaluate and process partial pay requests from Contractor.
4. Process any potential change orders.
5. Review shop drawings for approval.
6. Review preliminary and final operation and maintenance manual.
7. Conduct progress meetings as needed.
8. Provide construction observation as needed.

#### **City of Fargo Responsibilities**

- Attend meetings.
- Process partial pay requests.

#### **Ulteig Engineers, Inc. Responsibilities**

- Conduct pre-construction meeting.
- Conduct progress meetings.
- Project close out duties (record drawings, final O&Ms, etc.)

## Primary and Secondary Clarifier Improvements

### Fargo Wastewater Treatment Facility Fargo, North Dakota

#### Proposed Schedule

<b>Item</b>	<b>Schedule (week of)</b>
1. Project Kickoff	June 8, 2009
2. Final Plans & Specifications	July 6, 2009
3. Advertise for Bids	July 13, 2009
4. Open Bids	August 3, 2009
5. Notice to Proceed	August 31, 2009
6. Substantial Completion	March 15, 2010
7. Final Completion	April 15, 2010

Labor / Fee Estimate  
 Primary and Secondary Clarifier Improvements  
 Fargo WWTF  
 Fargo, North Dakota

Exhibit 'C'

ESTIMATED LEVEL OF STAFFING	Ulteig Engineers, Inc.						
	Principal	Project Manager	Project Engineer	Civil Technician	Total hours	Cost	
<b>FARGO WWTF - Primary and Secondary Clarifier Improvements</b>							
<b>TASK 1.0 - Project Kickoff &amp; Meetings</b>							<b>\$7,664</b>
1.1 Kickoff and Scoping Meeting with City Personnel	4	4	4		12	\$1,516	
1.2 Secure Existing Plans, Specifications and Operational Data as Needed		4	2	2	8	\$784	
1.3 General Progress Meetings	12	16	16		44	\$5,364	
<b>TASK 2.0 - Contract Document Development</b>							<b>\$30,629</b>
2.1 Develop Base Drawings		8	20	40	68	\$5,880	
2.2 Verify Tank Dimensions		2	12	12	26	\$2,284	
2.3 Evaluate Potential Equipment Manufacturers	2	8	16		26	\$2,734	
2.4 Evaluation of Materials and Design Details		20	32	12	64	\$6,144	
2.5 Develop 90% Design Documents	2	20	32	40	94	\$8,678	
2.6 Conduct 90% Design Review Meeting	2	4	4		10	\$1,166	
2.7 Incorporate Comments from 90% Design Review		4	8	16	28	\$2,440	
2.8 Develop Final Plans & Specifications for Bidding	1	4	4	4	13	\$1,303	
<b>TASK 3.0 - Bid Period Services</b>							<b>\$10,026</b>
3.1 Advertise for Bids	2	8	8		18	\$1,982	
3.2 Answer Bid Period Questions from Contractors		20	12		32	\$3,328	
3.3 Bid Opening	4	8	8		20	\$2,332	
3.4 Prepare Bid Tabulation and Make Recommendation for Award of Bid		4	8		12	\$1,192	
3.5 Issue Notice of Award		2	4		6	\$596	
3.6 Issue Notice to Proceed		2	4		6	\$596	
	29	136	190	126			
<b>TASK 4.0 - Construction Administration</b>							<b>\$46,274</b>
4.1 Conduct Preconstruction Meeting	2	4	4		10	\$1,166	
4.2 Answer Requests for Information (RFIs)		24	24		48	\$4,896	
4.3 Evaluate and Process Partial Pay Requests		24	32		56	\$5,648	
4.4 Process Potential Change Orders		12	12		24	\$2,448	
4.5 Review & Approve Shop Drawings		12	32		44	\$4,328	
4.6 Review & Approve Operations Manual		8	12		20	\$2,008	
4.7 Conduct Progress Meetings as Needed	8	40	40		88	\$9,560	
4.8 Construction Observation	12	60	80		152	\$16,220	
<b>TASK 5.0 - Project Closeout</b>							<b>\$8,780</b>
5.1 Record Drawings		4	12	30	46	\$3,908	
5.2 Start Up of Equipment and Final Testing		4	12		16	\$1,568	
5.3 Final Project Closeout	4	12	12	2	30	\$3,304	
<b>Subtotal</b>	84	478	656	284	1021	\$103,373	<b>\$103,373</b>
							<b>Reimbursables \$4,777</b>
							<b>Total \$108,150</b>

Reimbursables: Includes mileage, supplies & document printing.

*bb*

REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA Type: Change Order No. 2  
64th Avenue South Water Tower

Location: 64th Avenue South and 18th Street

Date of Hearing: 6/03/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/15/09</u>
Project File	<u>                    </u>

Bruce Grubb, Enterprise Director, presented Change Order No. 2 related to the 64th Avenue South Water Tower construction project. The change order includes the following contract modifications:

- Addition of Micrologix radio telemetry equipment \$23,615

The change order request is for the addition of Micrologix radio telemetry equipment as recommended in the WTP Controls System Needs Assessment report.

On a motion by Pat Zavoral, seconded by Mike Williams the Utility Committee voted to approve Change Order No. 2 for CB&I Constructors in the amount of \$23,615 for the addition of Micrologix radio telemetry equipment on the 64th Avenue South Water Tower project.

<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				
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	<u>X</u>			
Terry Ludlum, Solid Waste Utility Manager	<u>X</u>			
James Hausauer, Wastewater Util. Manager	<u>X</u>			
Al Weigel, Public Works Operations Manger				

ATTEST: *Bruce P. Grubb*  
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

May 21, 2009

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To: Utility Committee

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

Re: Change Order No. 2  
 64th Avenue South Water Tower

---

Attached, please find a copy of Change Order No. 2 from CB & I Constructors for the 64th Avenue South water tower project. The change order request is related to the addition of Micrologix telemetry equipment as recommended in the WTP Control Systems Needs Assessment. As you may recall, US Filter/Siemens Moccocat telemetry equipment was originally bid with the project, but later deleted under Change Order No. 1 pending completion of the WTP Control Systems Needs Assessment. The Assessment recommended that all water tower telemetry equipment be scheduled for a phased transition from the existing Moccocat equipment to Micrologix equipment for the following reasons:

1. Less Expensive
2. More Readily Available
3. Simpler Programming
4. Micrologix radios can accept more inputs.

The total amount of Change Order No. 2 is \$23,615 and affects the Water Tower project as shown below:

Original Contract Price		\$2,223,000
Change Order No. 1		\$ (8,087)
• Completion Date Change	52,313	
• Delete Exterior Vault Structure	(30,000)	
• Relocate Exterior Vault Piping Inside	9,600	
• Delete Telemetry Programming, Hardware & Wiring	(40,000)	
Change Order No. 2		\$ 23,615
Amended Contract Price		\$2,238,528

The amended contract price exceeds the original bid by \$15,528 or less than 1%. It is the recommendation of this office that Change Order No. 2 for CB & I Constructors be approved in the amount of \$23,615 for the addition of telemetry equipment and programming on the 64th Avenue South water tower project.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION:**

Approve the attached Change Order No. 2 for CB & I Constructors in the amount of \$23,615 for the addition of telemetry equipment and programming on the 64th Avenue South water tower project.

**CHANGE ORDER**

No. 2

DATE OF ISSUANCE April 21, 2009 EFFECTIVE DATE April 21, 2009

OWNER City of Fargo  
 CONTRACTOR CB&I Constructors, Inc.  
 Contract: Contract No. 4 – Combined General, Tower, and Electrical Construction  
 Project: 64<sup>th</sup> Avenue South Water Tower  
 OWNER's Contract No. 5584 ENGINEER's Contract No. P00803-0018-060  
 ENGINEER Advanced Engineering and Environmental Services, Inc.

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

Description:

This Change Order involves a change in the specified radio telemetry system for the water tower and water treatment plant.

Reason for Change Order:

The City of Fargo (Owner) is in the process of changing equipment used in their city-wide radio telemetry system and this change order will change the specified equipment for this project to match the equipment now planned for the Owner's new radio telemetry system. The change order includes radio telemetry equipment that is to be installed both at the water tower site and also the water treatment plant.

Attachments: (List documents supporting change)

Attached is a copy of documentation provided by the Contractor for the cost to complete the work to be performed and included in this Change Order.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>2,223,000.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>(8,087.00)</u>
Contract Price prior to this Change Order: \$ <u>2,214,913.00</u>
Net increase (decrease) of this Change Order: \$ <u>23,615.00</u>
Contract Price with all approved Change Orders: \$ <u>2,238,528.00</u>

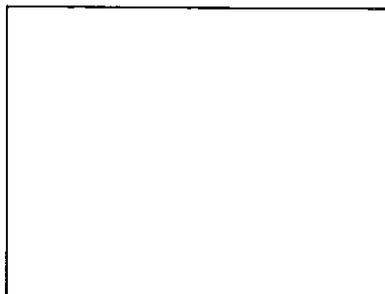
CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>November 1, 2008</u> Ready for final payment: <u>December 1, 2008</u> (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>334</u> Ready for final payment: <u>335</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>September 30, 2009</u> Ready for final payment: <u>October 31, 2009</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>September 30, 2009</u> Ready for final payment: <u>October 31, 2009</u> (days or dates)

RECOMMENDED:  
By: [Signature]  
ENGINEER (Authorized Signature)  
Date: 4-21-09

APPROVED:  
By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
CONTRACTOR (Authorized Signature)  
Date: 4/23/09

APPROVED:  
By: \_\_\_\_\_  
NDDH (Authorized Signature)  
Date: \_\_\_\_\_  
EJCDC 1910-8-B (1996 Edition)



**INSTRUCTIONS**

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**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.

**From:** Brian Beeson  
**To:** JEismann@CBI.com  
**Subject:** CB&I CO#2 request.doc  
**Date:** 04/10/2009 03:59 PM

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Fargo 64th Ave Water Tower

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April 10, 2009

From: JDP Electric, Inc.  
803 – 28<sup>th</sup> Street SW  
Fargo, ND 58103

To: CB&I Constructors  
9550 – Hickman Road  
Clive, IA 50325-5316

RE: Fargo 64<sup>th</sup> Ave. So. Water Tower

Attn: Mr. Jae Eismann

We are forwarding this communication to you as a request for a change order to the referenced project, a request which was initiated by the project engineering firm on behalf of the City of Fargo. The change involves an upgrade of the radio telemetry system for the tower and at the water plant, as the plant is in the process of changing radios city-wide. The scope of work and quotation has been reviewed and approved by Advanced Engineering of Moorhead, Mr. Jason Sanden, Instrumentation Engineer.

I am submitting to you our quotation of \$22,489.00 for incorporation into our subcontract with CB&I, and assume you will process this through the lead project engineer at AE2S per the prescribed terms in the specifications. Please let me know if you need any further information or documentation. I am faxing to you a copy of the letter of approval we received from AE2S regarding this matter.

As an update on construction progress, we have completed wiring inside the tower as far as we can go until the heated room is built; the outside lighting,

obstruction light, door opener, and misc. Site work and trenching will be done as soon as frost is out and the site is dried up a bit. Please let us know when your contractor is starting to build the room.

Yours truly,

Brian Beeson, Proj Mgr

**Kevin M. Johnson**

---

**From:** Jae A Eismann [JEismann@CBI.com]  
**Sent:** Thursday, April 16, 2009 4:46 PM  
**To:** Kevin M. Johnson  
**Subject:** Request For Change - Fargo, ND Water Tank - 120453

**Attachments:** CB&I CO#2 request.doc.pdf



CB&I CO#2  
request.doc.pdf (56

Kevin, our electrical subcontractor, JDP Electric, has notified us of discussions with your staff in regards to changes requested having to do with the tank controls. They have advised of the nature of this change and the cost in the attached document. To perform this work, we request a change order in the amount of \$23,615. Please advise if you wish for us to proceed with this change no later than May 5, 2009. (See attached file: CB&I CO#2 request.doc.pdf)

James (Jae) Eismann, P.E.  
Project Manager,  
CB&I Inc.  
1000 Remington Boulevard, Suite 105B  
Bolingbrook, IL 60440-4706  
Voice 630-378-7669  
Mobile 815-546-4792

JOB NAME <i>City of Fargo</i>	BASE/ALT. NO. <i>Water Tower #10</i>	ESTIMATE NO.
LOCATION <i>64th Ave So &amp; Univ. Dr.</i>	ARCHITECT	DATE <i>2-24-09</i>
ESTIMATOR	CHECKED BY	BID DATE

DESCRIPTION	MATERIAL			LABOR	
	QUANTITY	PRICE	EXTENSION	UNIT	EXTENSION
<i>(Water Tower)</i> Remove radio & PCB modules	3				2 -
Remove expansion boards & wiring	3				6 -
Micrologix Processor	1		444 -		3 -
Analog input modules	1		253 -		1 -
output	1		280 -		1 -
processor & module wiring #16 MTW			20 -		12 -
iNet dual Gateway radio	1		1750 -		3 -
5 Port Ethernet switch	1		450 -		1 -
Patch cables	2	14 -	28 -		1 -
GFI recept, box, cover	1 ea		17 -		2 -
<i>(Water Plant)</i>					
iNet dual Gateway radio	1		2400 -		3 -
5 Port Ethernet switch	1		450 -		1 -
Patch cables	2	14 -	28 -		1 -
Antenna, hardware, brackets	Lot		1695 -		
Tower, hardware, brackets	Lot		750 -		
Grounding conns, caulking, misc	Lot		20 -		2 -
Cable & conn - LA to radio	1		395 -		
30 x 24 Enclosure & backpanel	1 ea		417 -		3 -
Fiber patch cable to Comm. Panel			75 -		4 -
Tower & radios installation (m.w.)			2500 -		
System startup & testing					8 -
Procure & receive new materials					3 -
New documentation & CAD			15 -		16 -
UL inspection			400 -		2 -
O & M materials, design work			25 -		10 -
TOTALS THIS PAGE			12412 -		85 -

JOB NAME <i>City of Fargo</i>	BASE/ALT. NO. <i>Radio Base System</i>	ESTIMATE NO.
LOCATION <i>Water Treatment Plant</i>	ARCHITECT	DATE <i>2-25-09</i>
ESTIMATOR	CHECKED BY	BID DATE

DESCRIPTION	MATERIAL			LABOR	
	QUANTITY	PRICE	EXTENSION	UNIT	EXTENSION
<i>Fiber optic cable w/conn &amp; boot</i>	<i>125'</i>		<i>172 -</i>		<i>3 -</i>
<i>1/2" Rigid Conduit (Power)</i>	<i>100'</i>	<i>142</i>	<i>142 -</i>		<i>12 -</i>
<i>1/2" Union coupling</i>	<i>4</i>	<i>225</i>	<i>9 -</i>	<i>1/4</i>	<i>4/4</i>
<i>1/2" Cast strap, backplate, anchor</i>	<i>10</i>	<i>205</i>	<i>2050</i>	<i>1/4</i>	<i>1 -</i>
<i>1/2" LB &amp; ftgs.</i>	<i>3</i>	<i>870</i>	<i>2610</i>	<i>3/4</i>	<i>6/4</i>
<i>3/4" Rigid Conduit (Fiber)</i>	<i>120'</i>	<i>163</i>	<i>19560</i>		<i>16 -</i>
<i>3/4" Union coupling</i>	<i>4</i>	<i>284</i>	<i>1136</i>	<i>1/4</i>	<i>4/4</i>
<i>3/4" Cast strap, backplate, anchor</i>	<i>12</i>	<i>217</i>	<i>2604</i>	<i>1/4</i>	<i>13/4</i>
<i>3/4" LB &amp; ftgs.</i>	<i>3</i>	<i>995</i>	<i>2985</i>	<i>3/4</i>	<i>6/4</i>
<i>3/4" Meyer's hub &amp; KO's</i>	<i>2</i>	<i>417</i>	<i>834</i>	<i>3/4</i>	<i>6/4</i>
<i>#12 THHN Steel</i>	<i>320'</i>	<i>08</i>	<i>2560</i>	<i>70/m</i>	<i>23/4</i>
<i>Core drill slab 1" x 8"</i>	<i>2</i>	<i>5 -</i>	<i>10 -</i>	<i>15/4</i>	<i>3 -</i>
<i>Mid-States Wireless; Midstates Engineering</i>			<i>12412 -</i>		<i>85 -</i>
			<i>1310839</i>		<i>126 1/4</i>
<i>S. Tax 6 1/2%</i>			<i>85205</i>		
			<i>1396044</i>		
<i>OH on # 3,467.44 15%</i>			<i>52011</i>	<i>85 Hr @</i>	<i>65 -</i>
<i>OH on # 10,493.00 5%</i>			<i>52465</i>		<i>3525 -</i>
			<i>15,00520</i>	<i>41 Hr @</i>	<i>45 -</i>
					<i>1845 -</i>
					<i>#7370 -</i>
					<i>22375 -</i>
<i>ND APLid, fee on #11400 -</i>					<i>114 -</i>
					<i>#22489 -</i>
<b>TOTALS THIS PAGE</b> →					

call Floyd 10:35  
 @ Midstates  
 Wireless  
 701-219-5942



Prepared for:  
 JDP Electric attn Brian Beeson  
 New radio for waterplant  
 and 64 the ave tank

2/17/2009

Quote valid for 30 days

ITEM	QTY	PRICE	EXT PRICE
Rohn tower 30' with wall brackets	1	\$750.00	\$750.00 ✓
DB810 10 db gain 902-928 mhz antenna with brackets	1	\$1,695.00	\$1,695.00 ✓
1/2" ldf feedline with connectors and lightning protection	1	\$395.00	\$395.00 ✓
INet 2 dual gateway radio (MASTER)	1	\$2,400.00	\$2,400.00 ✓
Sixnet EtherTrac 5 port industrial switch	1	\$450.00	\$450.00 ✓
6' patch cables ethernet	2	\$14.00	\$28.00 ✓
64TH Ave tank below			
INet 2 dual gateway radio (RTU)	1	\$1,750.00	\$1,750.00 ✓
Sixnet Ethertrac 5 port industrial switch	1	\$450.00	\$450.00 ✓
100' fiber patch cables - sc connectors	1	\$75.00	\$75.00 ✓
<b>TOTAL EQUIPMENT</b>			<u>\$7,993.00</u>
<b>INSTALLATION</b>			\$2,500.00 ✓
<b>TAX</b>	6.00%		\$479.58
<b>TOTAL COST</b>			<u>\$10,972.58</u>

Prepared by Jon Wiser  
 800-279-9561

55 North 3rd Street, Fargo, ND, 58102  
 (701)293-9561 (800)279-9561

"Quality Products and Service Excellence"





June 9, 2009

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

Dear Commissioners:

I have attached Addendum #1 to a Transportation Planning Agreement that I received from the FM Metro COG. This project is a corridor study along the University Drive Corridor from 13<sup>th</sup> Avenue South to 25<sup>th</sup> Avenue South. This addendum will allow the City to be federally reimbursed for monies spent on the study at an 80/20 cost share. The fee for the University Drive Corridor study is \$117,000, of which Metro COG will reimburse us \$93,600.

Recommended Motion

Approve Addendum #1 to the Transportation Planning Agreement for the University Drive Corridor Study with the FM Metro COG.

Sincerely,

Jeremy Gorden, P.E.  
Senior Engineer - Transportation

JMG/jmg  
Attachments

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

**EXHIBIT B**

**Addendum No. 1 to  
Services Agreement  
University Drive Corridor Study from 13<sup>th</sup> Ave S to 25<sup>th</sup> Ave S**

This Addendum to the Agreement dated **December 12**, 2008 is made effective as of **April 1**, 2009, by and between the undersigned parties. The Addendum immediately preceding this Addendum was dated           n/a          , 200  .

1. Services to be provided:

Same as described in Attachment A.

2. Fees:

Amend the original contract amount from \$100,000 (\$80,000 Federal /\$20,000 local) to \$117,000 (\$93,600 Federal /\$23,400 Local).

3. Schedule:

Same as described in Attachment A.

**FARGO-MOORHEAD METROPOLITAN  
COUNCIL OF GOVERNMENTS**

By \_\_\_\_\_  
Wade E. Kline, AICP, Executive Director

Dated \_\_\_\_\_

**City of Fargo**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

**City of Fargo  
and the  
FARGO-MOORHEAD METROPOLITAN COG  
TRANSPORTATION PLANNING AGREEMENT (#009-01)**

This agreement is entered into by the Fargo-Moorhead Metropolitan Council of Governments, hereinafter referred to as the Metro COG; and the City of Fargo, hereinafter referred to as the Contractor.

WHEREAS, the Safe, Accountable, Flexible, and Efficient Transportation Equity Act, A Legacy for Users (SAFETEA-LU) has provided Metro COG federal funding for the purpose of transportation planning in urban areas, and

WHEREAS, the Metro COG wishes to expand local officials' transportation planning capacities in order to assist Metro COG address metropolitan planning responsibilities as identified by the SAFETEA-LU;

WHEREAS, under separate agreement the Metro COG has agreed to administer these federal planning funds in accordance with all applicable federal standards, and

WHEREAS, the Contractor has been approved by the NDDOT, MnDOT, FHWA or FTA as an eligible sub-recipient of Metro COGs federal planning funds, and

WHEREAS, the Contractor has agreed to complete specific work activities included in Metro COGs approved 2009 UPWP utilizing these federal funds, and

WHEREAS, the Contractor has agreed to complete these tasks and expend these funds in conformance with applicable state and federal regulations,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Metro COG and the Contractor agree as follows:

**Scope of Work:** The contractor shall perform those tasks and activities as outlined in the Scope of Work and approved by the Metro COG (a copy of which shall be attached hereto and made a part hereof).

**Duration of Agreement:** This agreement shall extend from January 1, 2009 to December 31, 2009.

**Costs:** The Metro COG, upon State and federal authorization, and after local approval of this contract, shall be prepared to reimburse the Contractor for all eligible costs up to a maximum amount of \$80,000 (eighty thousand dollars). The Contractor shall provide the remaining match, and all cost overruns or additional costs with nonfederal funds. See Attachment A for overall project budget for a breakdown of these reimbursable costs and matching funds. The Contractor shall provide to the Metro COG quarterly billings accompanied by project status reports. These billing and project status reports are due within the prescribed time schedule established by Metro COG. To be eligible, costs must be limited to those costs that are allowable under federal regulations (48 CFR, 31.6 and OMB Circular A-87). Allowable cost must be in conformance with the project description and the project budget, and all other provisions of this agreement. Additionally they must be: necessary in order to accomplish the project, reasonable in amount of the goods or services purchased, actual net costs to the Contractor (i.e., the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the cost actually incurred), incurred (and be for work performed) after the beginning date of this contract, unless specific authorization from Metro COG to the contrary is received, and treated uniformly and consistently under accounting principles and procedures approved or prescribed by the F-M COG for its contractors.

The Contractor shall comply with, and ensure that the requirements in 48 CFR Part 31, Cost Principles and Procedures, and 49 CFR Part 18 (Common Rule), Procurement Procedures, are included in all subcontracts/agreements that are funded wholly or in part utilizing federal funding.

All costs charged to the project including any approved services, contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail, the nature and propriety of the charges.

**Records:** The Contractor shall maintain accounting and project records as Metro COG may require. Such records shall be made available to Metro COG and the state/federal government for inspection and audit during the agreement term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of the three years, then the records shall be retained until such action is satisfied.

**Audits:** The Contractor, in accordance with the Single Audit Act of 1984, shall include this contract and its funds within its schedule of federal programs to be audited during the Contractor's fiscal year 2009 audit. Copies of this audit shall be provided to Metro COG for review and presentation to cognizant State and federal agencies. The responsibility to resolve any exceptions or questioned costs shall be the Contractor's, and if such arise a plan of resolution shall be forwarded to Metro COG with the audit.

The costs of the audit to be conducted in accordance with provisions of the Single Audit Act of 1984, and any ancillary costs shall be borne by the Contractor.

**Conflicts of Interest:** No official or employee of Metro COG, a state, or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for Metro COG, a state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by Metro COG, a state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by Metro COG, a state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the Metro COG, the NDDOT or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

**Ownership/Publications:** All work products of the Contractor which result from this contract are the exclusive property of Metro COG and its federal/state grantor agencies. With prior written approval, the Contractor may print or publish any documents, reports, records, data, software, resulting from this contract work.

**Subcontracting:** The Contractor may with prior approval from Metro COG subcontract, as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement and copies of the subcontract must be filed with Metro COG.

**Assignments:** The Contractor shall not assign nor transfer the contractor's interest in this agreement without the express written consent of Metro COG.

**Procurement-Property Management:** The Contractor shall adhere to 49 CFR 18.36 when procuring services, supplies, or equipment and to the applicable provisions of 49 CFR 18.32, and 23 CFR Part 1204, property management standards, which are incorporated into this agreement by reference, and are available from the NDDOT.

**Termination:** The right is reserved by either party to terminate this agreement with or without cause at any time upon 30-day written notice. Metro COG or its state/federal grantor agencies may withhold payment or terminate this agreement at any time if the Contractor does not comply with the provisions of this agreement or its attachments.

If Metro COG terminates this agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of Metro COG and its state/federal grantor agencies. Such action may include refusing to make any additional reimbursement of funds and requiring the return of all or part of any funds that have already been disbursed.

**Amendments:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

**Public Participation:** The Contractor will comply and assume all state and federal responsibilities on behalf of Metro COG regarding public participation. Further, the Contractor will maintain a data base on the level of public participation and documentation of the demographics of such participation (quantitative and qualitative) and will provide this information as requested by Metro COG in quarterly and annual reports.

**Civil Rights:** The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulations of the federal department of transportation, 49 CFR, Part 21, Executive Order 11246, and Executive Order 12898 Environmental Justice.

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, handicap, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Furthermore the Contractor agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**Civil Rights - Noncompliance:** If the Contractor fails to comply with the federal or state civil rights requirements of this contract, sanctions may be imposed by the FHWA or the NDDOT as may be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the contractor complies, or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

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

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

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

**Energy Efficiency:** The Contractor shall comply with the standards and policies relating to energy efficiency which are contained in the North Dakota Energy Conservation Plan issues in compliance with the Energy Policy and Conservation Act, Public Law 94-163, and Executive Order 11912.

**Handicapped:** The Contractor shall ensure that no qualified handicapped individual, as defined in 29 USC 706(7) and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

**EPA Clean Air and Clean Water Acts:** The Contractor shall comply with the Clean Air Act, 42 U.S.C. 1857; the Clean Water Act, 33 U.S. C. 1251; EPA regulations under 40 CFR Part 15, which prohibits the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities, and Executive Order 11738.

**Successors in Interest:** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereby, and their respective successors and assigns.

**Waivers:** The failure of the Metro COG or its state/federal grantors to enforce any provisions of this contract shall not constitute a waiver by Metro COG or its state/federal grantors of that or any other provision.

**Notice:** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Metro COG:

Robert L. Bright, Executive Director  
Metro COG  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102-4807

Jurisdiction:

Jeremy Gorden, Transportation Engineer  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

**Hold Harmless:** The Contractor shall save and hold harmless the Metro COG, its officers, agents, employees, and members, and the State of North Dakota and NDDOT, its officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of the Contractor, and all other persons employed by the Contractor in the performance of any of the services required or

provided for under this agreement shall not be considered employees of Metro COG or the NDDOT and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in any of the services to be rendered under this agreement by the Contractor shall in no way be the obligation or responsibility of Metro COG.

**Compliance with Federal Regulations:** The Contractor is advised that his or her signature on this contract certifies that its jurisdiction will comply with all provisions of this agreement as well as applicable federal and state laws, regulations, and procedures. Moreover, the Contractor affirms its compliance with the federal Debarment and Suspension Certification and the federal Restrictions on Lobbying.

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

IN WITNESS WHEREOF, this agreement has been executed this 12 day of December, 2008.

**WITNESS:**

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

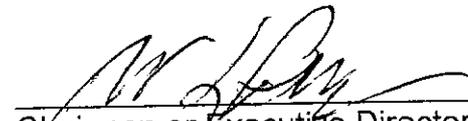
**JURISDICTION:**

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

**WITNESS:**

  
\_\_\_\_\_  
City Auditor

**Fargo-Moorhead Metropolitan Council  
of Governments**

  
\_\_\_\_\_  
Chairman or Executive Director

## Scope of Work for Agreement #009-01

### TASK #1:

#### PROJECT #1203 (City of Fargo Project # 5840)

A. Project Title: University Drive Corridor Study from 13<sup>th</sup> Ave S to 25<sup>th</sup> Ave S

B. Project Description:

- 1) Objective: Corridor Study for future street improvements
- 2) Activities:
  - (1) Inventory existing facilities and conditions
  - (2) Identify corridor issues and needs, including but not limited to
    - (a) Traffic operational analysis and level-of-service
    - (b) Safety improvements
    - (c) Access control
    - (d) Geometrics
    - (e) Pedestrian, bicycle, and ADA facilities
    - (f) Opportunities to improve aesthetics
    - (g) ROW preservation/acquisition
    - (h) Synchro model of corridor operations
    - (i) Turning movement counts for existing conditions
- 3) Develop Corridor Alternatives with Layouts considering:
  - (a) ROW alignment
  - (b) Traffic operations
  - (c) Safety
  - (d) Access
  - (e) Lane and turning movements
  - (f) Geometrics
  - (g) Bicycle/Pedestrian movements
  - (h) Transit opportunities and enhancements
  - (i) ITS opportunities
- 4) Measure Physical and Social Impacts of Alternatives
  - (a) Natural Resources
  - (b) Drainage
  - (c) Utilities
  - (d) Environmental Justice
  - (e) Neighborhood Disruption
  - (f) Disruption or displacement of businesses or dwellings
  - (g) Transit



June 10, 2009

*dd*

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

**Re: Prairie Grove Addition**  
Agreement Regarding Special Assessments

Dear Commissioners:

Enclosed for City Commission review and approval is a single Agreement Regarding Special Assessments pertaining to property owned by Prairie Groves, Inc. "Mr. Ole Rommesmo, Jr.". The aforesaid Agreement is being offered based on information collected from the report of action prepared following the 7/10/07 date of hearing by the Public Works Projects Evaluation Committee (PWPEC). Following the final preparation of said Agreement, the Finance Committee reviewed and granted approval on 12/2/08. As stated in the report of action, the Special Assessment Agreement will and does define future dedication/acquisition of right-of-way, storm water retention, development requests initiated by Maple Valley and benefitting properties assessable costs.

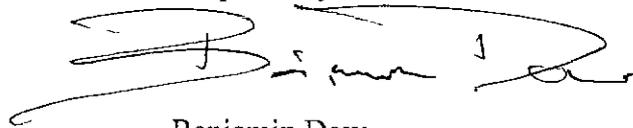
Agreement Regarding Special Assessments

RECOMMENDED MOTION:

Approve execution of Agreement Regarding Special Assessments for property owned by Prairie Grove, Inc.

Please return signed originals.

Respectfully submitted,



Benjamin Dow  
Public Works Services Manager

BJD/jmg  
Enclosure

C: Gary Stewart  
Mark Bittner

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

**AGREEMENT REGARDING SPECIAL ASSESSMENTS**  
**(Prairie Grove, Inc.)**

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of October, 2008, by and between **PRAIRIE GROVE, INC.**, hereinafter called "Owner", and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the undersigned is the owner of land referred to herein as described in Exhibit "A";

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

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

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

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

1. Prairie Grove, Inc. Parcel. That certain property situated in the County of Cass and State of North Dakota, more fully described as :

Exhibit "A" attached hereto.

2. Subject Property. The property described in Section 1 will be referred to as Prairie Grove, Inc. Parcel.

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

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

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

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

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

5.1.2 The date of installation of "Local Public Improvements" (local street utilities, paving, street lights, etc.) initiated by development request from Prairie Grove, Inc.

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

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

8. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns and shall run with the subject property. By the sale or other transfer, Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

9. 31<sup>st</sup> St. S.

a.) City Design Conceptual Layout – See Exhibit C-1, C-2

Plan 31<sup>st</sup> Street R/W for local collector street from 52<sup>nd</sup> Avenue South to Maple Valley Addition. The city suggested 31<sup>st</sup> Street layout as described in attached Exhibit C-3:

b) Right-of-Way Dedication/Acquisition

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

- 1) 80' in width from Maple Valley Addition to the south line of 52<sup>nd</sup> Ave. S.
- 2) An additional 60' (140' total) will be purchased by the City if requested by Owner. Owner agrees to accept special assessment of the entire cost of acquisition of the additional 60' of 31<sup>st</sup> St. S. Said special assessments shall be applied to 31<sup>st</sup> St. S. fronting property and deferred as provided for under the terms of this agreement.

c) Special Assessments and Deferral:

- 1) Over width street funding policies would apply to 31<sup>st</sup> Street construction cost. City would fund costs in excess of equivalent 32' Collector Street.
- 2) Provide special assessment deferrals for 31<sup>st</sup> Street South cost in Prairie Grove until platting occurs with 10 year Maximum deferral.

10. Storm Water Retention

a) Land Acquisition:

- 1) The City will purchase and maintain, for storm water storage purposes, the land between Drain 53 and the east rear yard line of lots fronting on 31<sup>st</sup> Street and from 52<sup>nd</sup> Avenue South to the southern pond limit as determined by owner recommendation and city engineer final approval.
- 2) Purchase price will be based on appraisal land values using land elevations as existed on 8/1/07.

- 3) Purchase costs paid by city for said storm water storage land will be assessed to all benefitting properties

b) Excavation/Fill

- 1) The city will excavate storm water retention basin and place fill on adjacent lots and street R/W to elevate to City Standards above Base Flood Elevation (100 year BFE). Any excess fill from said excavation will be placed on Prairie Grove Inc. Parcel in location as designated by Owner.
- 2) The cost to fill these lots will be special assessed to benefitting properties.
- 3) The owner shall be responsible for Letter of Map Revision (LOMR) Submittal to FEMA for Flood Plain revisions.

c) On-site Retention

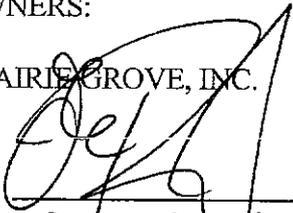
The storm water retention requirements of all land within the northeast quarter of Sec 2, TWP 138N, RGE 49W, lying east of the City of Frontier will be provided for and deemed to be satisfied by the storm water detention basin constructed between Drain 53 and 31<sup>st</sup> St. S.

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

DATED the day and year first above written.

OWNERS:

PRAIRIE GROVE, INC.

By: 

Its: President



**EXHIBIT A**

Unplatted, All of NE ¼ of Sec 2, TWP 138N, RGE 49W, less PT platted as Prairie Grove Addition; Subject to all road right-of-way's and easements.

**EXHIBIT B**

Public Improvements to be funded by Special Assessments:

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

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

1. Other local municipal infrastructure as may be specifically requested by Owner and their heirs, administrators, successors and assigns are not considered eligible for deferral benefit.
- \* Storm water retention/detention benefits of the foresaid Improvement Districts will be assessed against the Prairie Grove, Inc. Parcel.

**EXHIBIT C-1**

See Attached Large Scale City Concept Plan.

**EXHIBIT C-2**

See Attached Narrowed Overview of City Concept Plan

**EXHIBIT C-3**

City Conceptual 31<sup>st</sup> Street R/W local collector street from 52<sup>nd</sup> Avenue South to Maple Valley Addition Plan.

31<sup>st</sup> Street layout is summarized as follows:

- 1) 150' deep residential lots fronting on the west side of 31<sup>st</sup> Street

- backing onto the City of Frontier east line.
- 2) 140' 31<sup>st</sup> Street R/W to accommodate the following typical street section:
    - i) 24' mainline two way road (no parking) centered in R/W.
    - ii) 20' one way frontage (parking one side) on both sides of the mainline street. The frontage roads would be separated from the mainline collector by 20' wide medians. The frontage roads would provide access to the adjacent direct fronting residential lots while keeping through traffic separated from local access traffic.
    - iii) Standard boulevard with sidewalk outside the frontage roads.
  - 3) 150' deep residential lots fronting on the east side of 31<sup>st</sup> Street South.

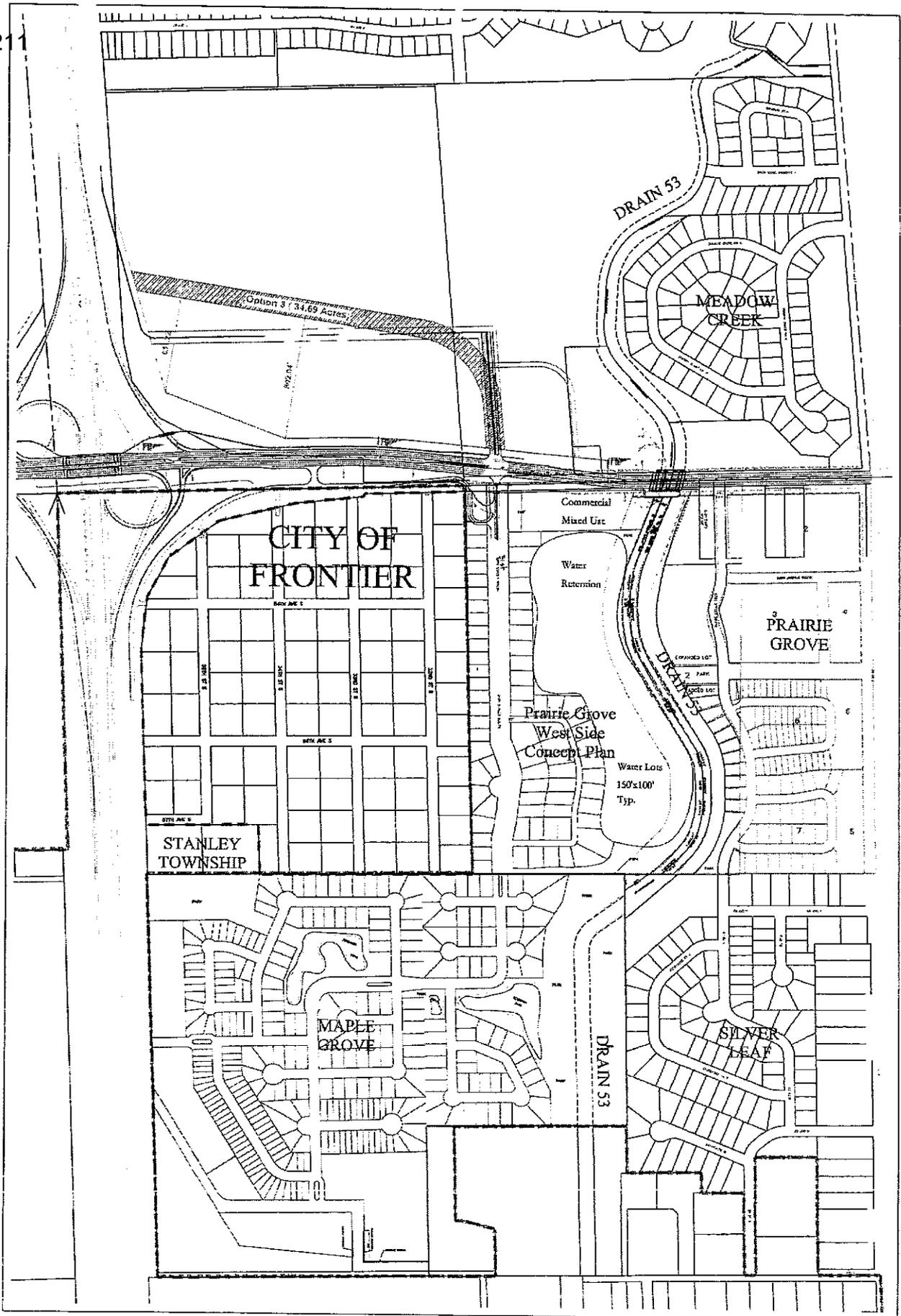


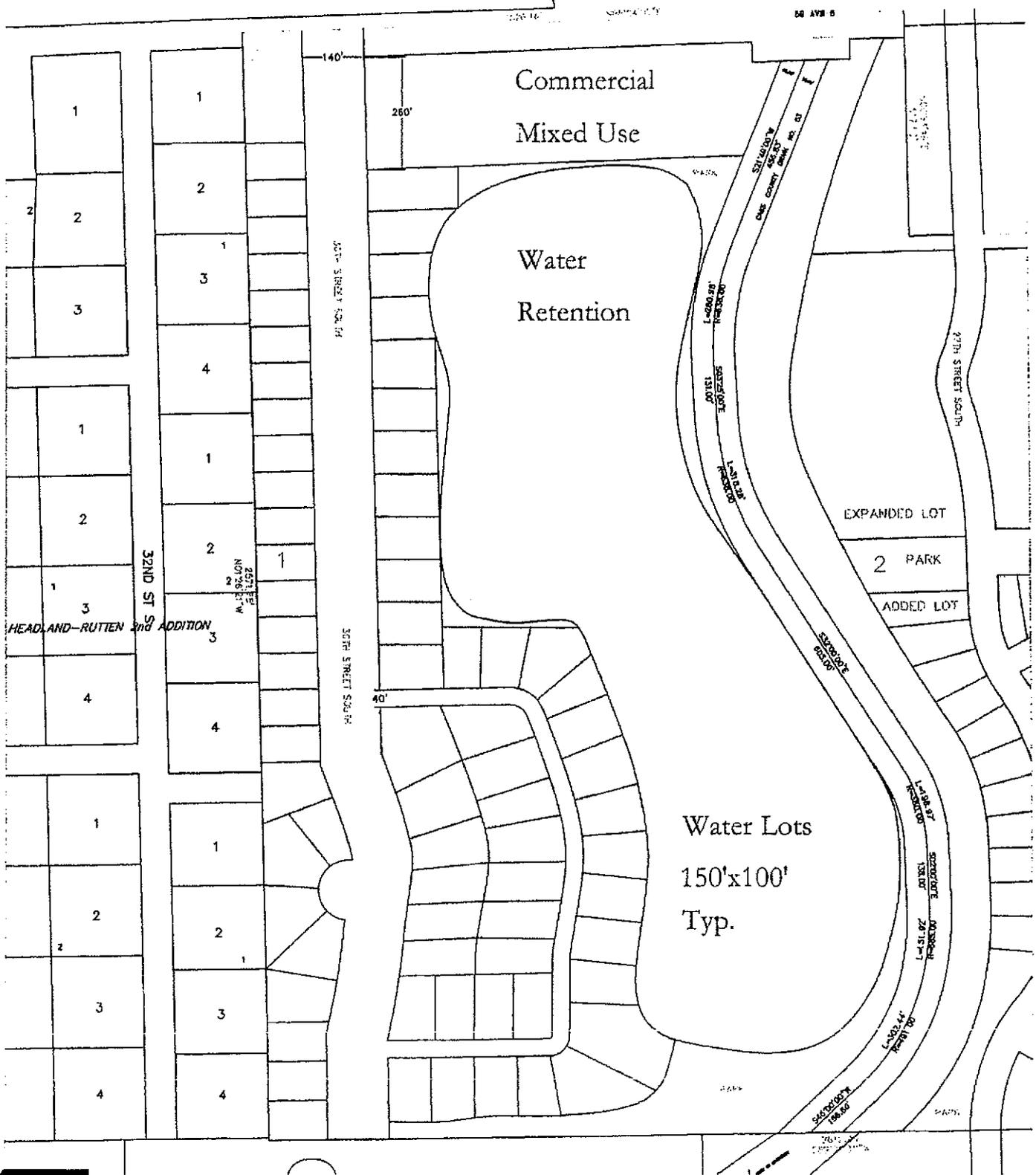
Exhibit 11



Scale: 1" = 550'

Section 2, T138N, R49W  
7/24/2007

**Fargo**  
Engineering Dept.



# Prairie Grove

West Side Concept Plan

Scale 1:300

6/21/07

Exhibit I



ENGINEERING DEPARTMENT

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

June 10, 2009

ee

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

Re: SKA Investments, LLP  
Purchase Agreement – Permanent Sanitary Sewer Easement &  
Temporary Construction Easement  
Improvement District #5726

Dear Commissioners:

Enclosed and delivered to the Commission office are two original Purchase Agreement documents for the acquisition of a permanent sanitary sewer easement and a temporary construction easement from SKA Investments, LLP in association with Improvement District #5726. Final purchase prices for the aforesaid easements have been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION:

I/we hereby move to approve and authorize purchase of a permanent sanitary sewer easement and a temporary construction easement from SKA Investments, LLP in association with Improvement District #5726 and to execute a Purchase Agreement relating to the same and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger  
Engineering Specialist

SGB/jmg  
Enclosures

C: Gary Stewart  
Mark Bittner

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between, **SKA INVESTMENTS, LLP**, hereinafter "Seller" and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City".

**WITNESSETH:**

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota, hereinafter "Property," as platted sanitary sewer easement within the replat of Adams Seventh Addition totaling 20,208.86 SF (0.463 acres) as indicated on the attached Exhibit "A"; and

**WHEREAS**, City desires to acquire a permanent sanitary sewer easement on the Property and pay Seller under the terms and conditions hereinafter stated.

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

1. Subject Matter. The subject matter of this agreement is the Property hereinbefore described, the same being undeveloped bare land.
2. Purchase Price. The purchase price for the easements will be Twenty-one Thousand Two Hundred Nineteen and no/100 Dollars (\$21,219.00).
3. Payment and Purchase Price. The entire purchase price shall be payable in cash at closing.
4. Abstract and Title Assurance. City shall assure itself as to title and Seller need not provide an abstract of title.
5. Closing Date and Transfer of Possession. Closing of this transaction shall take place as soon as possible. Possession of the property shall be on or about the date of closing.
6. Liens and Encumbrances. The easement on the Property shall be conveyed to City free and clear of all liens and encumbrances except special assessments, and subject, however, to all other easements or covenants of record, if any.

7. Title. City wishes to take title as follows:

The City of Fargo, North Dakota  
a municipal corporation

The City shall prepare the necessary permanent sanitary sewer easement to transfer said property interests to the City of Fargo, North Dakota, a municipal corporation. Conveyance of the subject property shall be by said easement(s) in the usual form used in North Dakota. The City will arrange preparation of said easement(s), and pay the cost of recording the same.

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

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

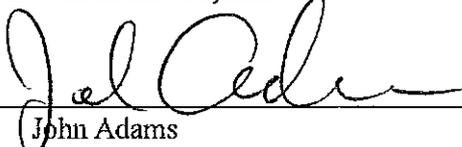
DATED the day and year as set forth above.

SELLER:

CITY:

SKA INVESTMENTS, LLP

THE CITY OF FARGO, NORTH DAKOTA,  
a municipal corporation

By:   
John Adams

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

Its: CP

ATTEST:

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

Utah

# ADAMS SEVENTH ADDITION

A REPLAT OF BLOCKS 1, 2 AND 3 OF ADAMS SIXTH ADDITION AND AN UNPLATTED PORTION OF THE EAST HALF OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 49 WEST TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MAJOR SUBDIVISION)

**LEGEND**

- ① Subdivided Tract
- ② Subdivided Tract
- ③ Subdivided Tract
- ④ Subdivided Tract
- ⑤ Subdivided Tract
- ⑥ Subdivided Tract
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Scale: 1 inch = 100 feet  
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 1:20,568,803,426,665,051,451,250,768,768,768,47,920,38,542,367,187,500,0

ADAMS SEVENTH ADDITION
A REPLAT OF BLOCKS 1, 2 AND 3 OF ADAMS SIXTH ADDITION AND AN UNPLATTED PORTION OF THE EAST HALF OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 49 WEST TO THE CITY OF PARKO, GASS COUNTY, NORTH DAKOTA (A MAJOR SUBDIVISION)

OWNER'S DECLARATION AND DECLARATION

OWNER'S DECLARATION AND DECLARATION
I, the undersigned, being the owner of the above described land, do hereby certify that the same is being replatted and unplatted as shown on the attached plat...

OWNER BLOCKS 1, 2 AND 3 OF ADAMS SIXTH ADDITION
SECTION 22, TOWNSHIP 139 NORTH, RANGE 49 WEST, GASS COUNTY, NORTH DAKOTA

By: [Signature]
State of North Dakota } ss
County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for the State of North Dakota, personally appeared \_\_\_\_\_, known to me to be the owner of the above described land, who acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed and that he was not under any legal disability at the time he executed the same.

Notary Public: \_\_\_\_\_

STATE OF NORTH DAKOTA
COUNTY OF CASS
I, \_\_\_\_\_, Notary Public in and for the State of North Dakota, do hereby certify that \_\_\_\_\_, the undersigned, is a duly qualified and commissioned Notary Public in and for the State of North Dakota, and that he is duly qualified and commissioned to perform the duties of a Notary Public in and for the State of North Dakota.

Notary Public: \_\_\_\_\_

Notary Public: \_\_\_\_\_

DIRECTOR'S CERTIFICATE AND ACKNOWLEDGMENT

DIRECTOR'S CERTIFICATE AND ACKNOWLEDGMENT
I, the undersigned, being the Director of the Office of the State Register of Deeds, do hereby certify that the above described land is being replatted and unplatted as shown on the attached plat...

CITY OF PARKO ENGINEERING DEPARTMENT APPROVAL

By: [Signature]
State of North Dakota } ss
County of Cass

Notary Public: \_\_\_\_\_

CITY OF PARKO PLANNING COMMISSION APPROVAL

CITY OF PARKO PLANNING COMMISSION APPROVAL
Approved by the City of Parko Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF PARKO ENGINEERING DEPARTMENT APPROVAL

By: [Signature]
State of North Dakota } ss
County of Cass

Notary Public: \_\_\_\_\_

ADAMTS TAX RECORD

ADAMTS TAX RECORD
I, the undersigned, being the Assessor of the County of Cass, do hereby certify that the above described land is being replatted and unplatted as shown on the attached plat...

CASS COUNTY RECORDER

CASS COUNTY RECORDER
I, the undersigned, being the Recorder of Deeds for the County of Cass, do hereby certify that the above described land is being replatted and unplatted as shown on the attached plat...

Preliminary SHEET 1 OF 2

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between, **SKA INVESTMENTS, LLP**, hereinafter "Seller" and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City".

**WITNESSETH:**

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota, hereinafter "Property," described as indicated on the attached Exhibit "A"; and

**WHEREAS**, City desires to acquire a permanent sanitary sewer easement on the Property and pay Seller under the terms and conditions hereinafter stated.

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

1. Subject Matter. The subject matter of this agreement is the Property hereinbefore described, the same being undeveloped bare land.
2. Purchase Price. The purchase price for the easements will be Twenty-one Thousand Nine Hundred Twenty-four and 87/100 Dollars (\$21,924.87).
3. Payment and Purchase Price. The entire purchase price shall be payable in cash at closing.
4. Abstract and Title Assurance. City shall assure itself as to title and Seller need not provide an abstract of title.
5. Closing Date and Transfer of Possession. Closing of this transaction shall take place as soon as possible. Possession of the property shall be on or about the date of closing.
6. Liens and Encumbrances. The easement on the Property shall be conveyed to City free and clear of all liens and encumbrances except special assessments, and subject, however, to all other easements or covenants of record, if any.

7. Title. City wishes to take title as follows:

The City of Fargo, North Dakota  
a municipal corporation

The City shall prepare the necessary permanent sanitary sewer easement to transfer said property interests to the City of Fargo, North Dakota, a municipal corporation. Conveyance of the subject property shall be by said easement(s) in the usual form used in North Dakota. The City will arrange preparation of said easement(s), and pay the cost of recording the same.

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

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

DATED the day and year as set forth above.

SELLER:

SKA INVESTMENTS, LLP

By:   
John Adams

Its:   
\_\_\_\_\_

CITY:

THE CITY OF FARGO, NORTH DAKOTA,  
a municipal corporation

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

ATTEST:

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

# EASEMENT DESCRIPTION

## 40' TEMPORARY CONSTRUCTION EASEMENT

A 40 foot strip of land located in Lot 1, Block 2, ADAMS SIXTH ADDITION to the City of Fargo, North Dakota more particularly described as follows:

Commencing at the southeast corner of said Lot 1; thence North 07 degrees 42 minutes 04 seconds West on the east line of said Lot 1, a distance of 10.00 feet; thence South 82 degrees 17 minutes 56 seconds West, parallel with and offset 10.00 feet north of the south line of said Lot 1, a distance of 30.00 feet, said point lying on the north line of an existing utility easement, and being the true point of beginning; thence continuing South 82 degrees 17 minutes 56 seconds West, on the north line of said utility easement, parallel with and offset 10.00 feet north of said south line, a distance of 40.00 feet; thence North 07 degrees 42 minutes 04 seconds West, parallel with and offset 70.00 feet west of the east line of said Lot 1, a distance of 453.40 feet; thence northwesterly, on an arc length of 76.52 feet, on a tangential curve concave to the southwest, having a radius of 90.000 feet, a central angle of 48 degrees 42 minutes 43 seconds, and a long chord which bears North 32 degrees 03 minutes 27 West a distance of 74.23 feet; thence North 33 degrees 35 minutes 09 seconds East, a distance of 40.000 feet to a point which lies 30.00 feet offset west of the west line of said Lot 1; thence southeasterly parallel with and offset 30.00 feet west of the east line of said Lot 1, an arc length of 110.53 feet, on a non-tangential curve concave to the southwest, having a radius of 130.000 feet, a central angle of 48 degrees 42 minutes 43 seconds, and a long chord which bears South 32 degrees 03 minutes 27 seconds East a distance of 107.23 feet; thence South 07 degrees 42 minutes 04 East, parallel with and offset 30.00 feet west of the east line of said Lot 1, a distance of 453.40 feet to the point of beginning.

Containing 21,877 square feet more or less.

Subject to all easements and Rights of Way of Record;



Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis - Sioux Falls  
3350 38th Avenue South  
Fargo, North Dakota 58104  
Phone: 701.237.3211 Fax: 701.237.3191  
Web: www.ulteig.com  
Drawn By: DAK  
Checked By: DKE  
Approved By: DKE

CITY OF FARGO  
LOT 1, BLOCK 2  
ADAMS SIXTH ADDITION  
FARGO, NORTH DAKOTA

Project Number: 107.0947 Date: MAY 21, 2009  
DWG Name: 107.0947-EASE.DWG Sheets: 1 of 2



## EASEMENT DESCRIPTION

### 40' TEMPORARY CONSTRUCTION EASEMENT

A 40 foot strip of land located in Lot 6, Block 1, ADAMS FIFTH ADDITION to the City of Fargo, North Dakota, more particularly described as follows:

Commencing at the northeast corner of said Lot 6; thence South 07 degrees 42 minutes 04 seconds East, on the east line of said Lot 6, a distance of 10.00 feet; thence South 82 degrees 17 minutes 56 seconds West, parallel with and offset 10.00 feet to the south of the north line of said Lot 6, a distance of 30.00 feet to a point on the south line of an existing utility easement and the true point of beginning; thence South 07 degrees 42 minutes 04 seconds East, parallel with and offset 30.00 feet to the west of the east line of said Lot 6, a distance of 201.93 feet; thence southeasterly, parallel with and offset 30.00 feet to the west of the east line of said Lot 6, an arc length of 0.98 feet, on a tangential curve concave to the west, having a radius of 70.00 feet, a central angle of 00 degrees 48 minutes 21 seconds, and a long chord which bears South 07 degrees 17 minutes 53 seconds East a distance of 0.98 feet to the south line of said Lot 6; thence South 87 degrees 38 minutes 18 seconds West, on said south line, a distance of 40.17 feet; thence North 07 degrees 42 minutes 04 seconds West, parallel with and offset 70.00 feet west of the east line of said Lot 6, a distance of 199.18 feet to the south line of said existing utility easement; thence North 82 degrees 17 minutes 56 seconds East, on the south line of said existing easement and parallel with and offset 10.00 feet to the south of the north line of said Lot 6, a distance of 40.00 feet to the point of beginning.

Containing 8,042 square feet more or less.  
Subject to all easements and Rights of Way of Record;

### 20' PERMANENT EASEMENT

A 20 foot strip of land located in Lot 6, Block 1, ADAMS FIFTH ADDITION to the City of Fargo, North Dakota, more particularly described as follows:

Commencing at the northeast corner of said Lot 6; thence South 07 degrees 42 minutes 04 seconds East, on the east line of said Lot 6, a distance of 10.00 feet; thence South 82 degrees 17 minutes 56 seconds West, parallel with and offset 10.00 feet to the south of the north line of said Lot 6, a distance of 10.00 feet to a point on the westerly line of and existing utility easement and the true point of beginning; thence South 07 degrees 42 minutes 04 seconds East, parallel with and offset 10.00 feet west of the east line of said Lot 6, and on the westerly line of said existing utility easement, a distance of 201.93 feet; thence continuing southeasterly on the westerly line of said existing utility easement, parallel with and offset 10.00 feet west of the east line of said Lot 6, an arc length of 2.85 feet on a tangential curve concave to the west, having a radius of 90.00 feet, a central angle of 01 degrees 48 minutes 53 seconds, and a long chord which bears South 06 degrees 47 minutes 37 seconds East a distance of 2.85 feet to the south line of said Lot 6; thence South 87 degrees 38 minutes 18 seconds West, on said south line, a distance of 20.05 feet; thence northwesterly parallel with and offset 30.00 feet to the west of the east line of said Lot 6, an arc length of 0.98 feet on a non-tangential curve concave to the west, having a radius of 70.00 feet, a central angle of 00 degrees 48 minutes 21 seconds, and a long chord which bears North 07 degrees 17 minutes 53 seconds West a distance of 0.98 feet; thence North 07 degrees 42 minutes 04 seconds West, parallel with and offset 30.00 feet west of the east line of said Lot 6, a distance of 201.93 feet to the south line of said existing utility easement; thence North 82 degrees 17 minutes 56 seconds East, on the south line of said existing utility easement, parallel with and offset 10.00 feet to the south of the north line of said lot 6, a distance of 20.00 feet to the point of beginning.

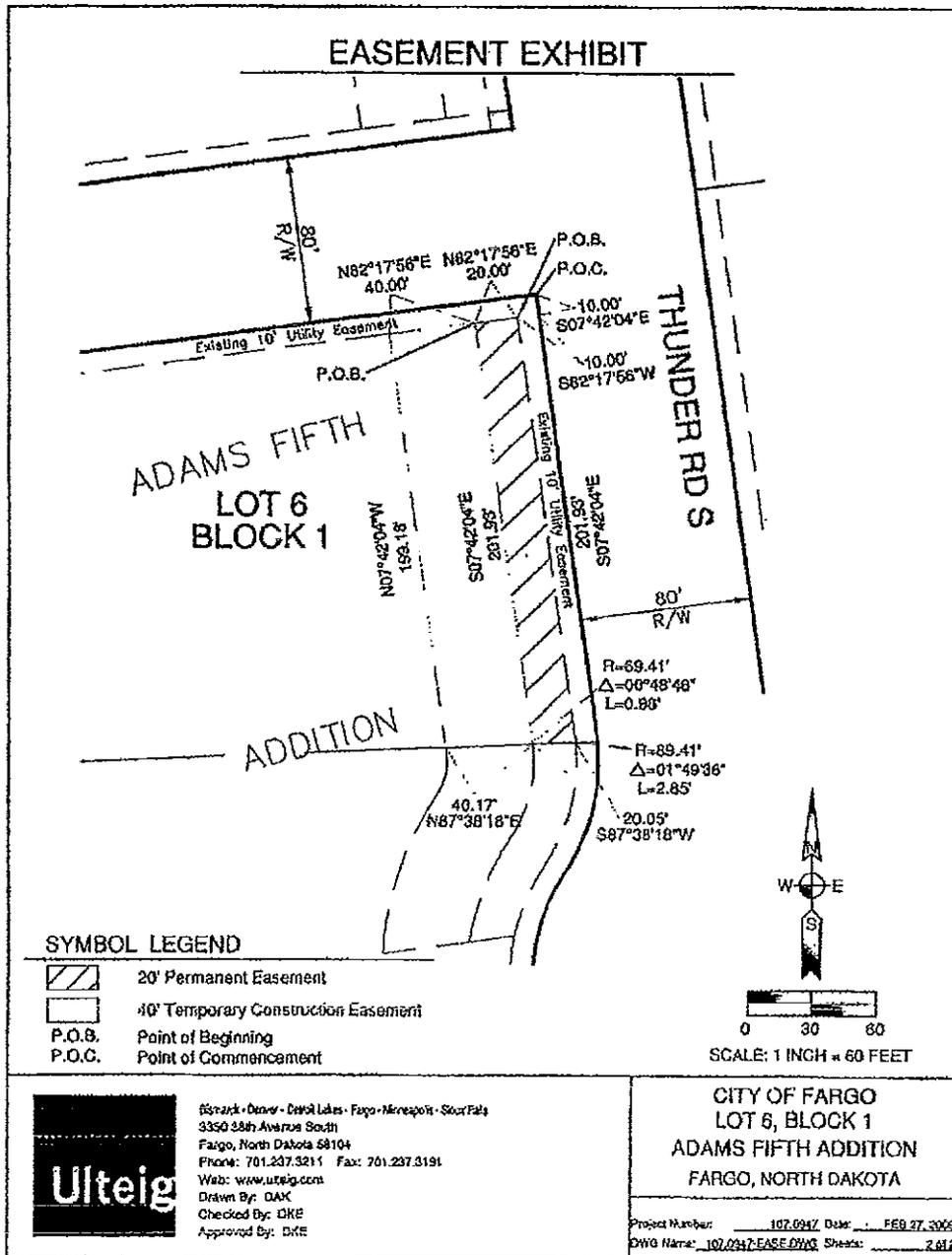
Containing 4,077 square feet more or less.  
Subject to all easements and Rights of Way of Record;



Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis - Sioux Falls  
3350 38th Avenue South  
Fargo, North Dakota 58104  
Phone: 701.237.3211 Fax: 701.237.3191  
Web: www.ulteig.com  
Drawn By: DAK  
Checked By: DKE  
Approved By: DKE

CITY OF FARGO  
LOT 6, BLOCK 1  
ADAMS FIFTH ADDITION  
FARGO, NORTH DAKOTA

Project Number: 107.0947 Date: MAY 21, 2009  
DWG Name: 107.0947-EASE.DWG Sheets: 1 of 2



## EASEMENT DESCRIPTION

### 40' TEMPORARY CONSTRUCTION EASEMENT

A 40 foot strip of land located in Lot 5, Block 1, ADAMS FIFTH ADDITION to the City of Fargo, North Dakota, more particularly described as follows:

Commencing at the northeast corner of said Lot 5; thence South 87 degrees 38 minutes 18 seconds West, on the north line of said Lot 5, a distance of 30.06 feet to the true point of beginning; thence southwesterly, parallel with and offset 30.00 feet to the west of the east line of said Lot 5, an arc length of 48.89 feet, on a non-tangential curve concave to the northwest, having a radius of 70.00 feet, a central angle of 40 degrees 00 minutes 54 seconds, and a long chord which bears South 13 degrees 06 minutes 44 seconds West a distance of 47.90 feet; thence Southwesterly parallel with and offset 30.00 feet to the west of the east line of said Lot 5, an arc length of 51.09 feet on a non-tangential curve concave to the southeast, having a radius of 115.00 feet, a central angle of 25 degrees 27 minutes 19 seconds, and a long chord which bears South 20 degrees 23 minutes 32 seconds West a distance of 50.67 feet; thence South 82 degrees 08 minutes 39 seconds West, a distance of 41.11 feet; thence northeasterly, parallel with and offset 70.00 feet west of the east line of said Lot 5, an arc length of 79.87 feet on a non-tangential curve concave to the southeast, having a radius of 155.00 feet, a central angle of 29 degrees 31 minutes 29 seconds, and a long chord which bears North 18 degrees 21 minutes 27 seconds East, a distance of 78.99 feet; thence northeasterly parallel with and offset 70.00 feet west of the east line of said Lot 5, an arc length of 21.37 feet on a non-tangential curve concave to the northwest, having a radius of 30.00 feet, a central angle of 40 degrees 49 minutes 15 seconds, and a long chord which bears North 12 degrees 42 minutes 34 seconds East, a distance of 20.92 feet; thence North 07 degrees 42 minutes 04 seconds West, parallel with and offset 70.00 feet west of the east line of said Lot 5, a distance of 2.75 feet to the north line of said Lot 5; thence North 87 degrees 38 minutes 18 seconds East, on said north line, a distance of 40.17 feet to the point of beginning.

Containing 4,080 square feet more or less.  
Subject to all easements and Rights of Way of Record;

### 20' PERMANENT EASEMENT

A 20 foot strip of land located in Lot 5, Block 1, ADAMS FIFTH ADDITION to the City of Fargo, North Dakota, more particularly described as follows:

Commencing at the northeast corner of said Lot 5; thence South 87 degrees 38 minutes 18 seconds West, on the north line of said Lot 5, a distance of 10.01 feet to a point on the west line of an existing utility easement and the true point of beginning; thence southwesterly on the west line of said existing utility easement, parallel with and offset 10.00 feet west of the east line of said Lot 5, an arc length of 61.27 feet on a non-tangential curve concave to the northwest, having a radius of 90.00 feet, a central angle of 39 degrees 00 minutes 22 seconds, and a long chord which bears South 13 degrees 37 minutes 00 seconds West a distance of 80.09 feet; thence southwesterly on the west line of said existing utility easement, parallel with and offset 10.00 feet west of the east line of said Lot 5, an arc length of 36.60 feet, on a non-tangential curve concave to the southeast, having a radius of 95.00 feet, a central angle of 22 degrees 04 minutes 33 seconds, and a long chord which bears South 22 degrees 04 minutes 55 seconds West a distance of 36.38 feet; thence South 82 degrees 08 minutes 39 seconds West, a distance of 20.93 feet; thence northeasterly parallel with and offset 30.00 feet west of the east line of said Lot 5, an arc length of 51.09 feet on a non-tangential curve concave to the southeast, having a radius of 115.00 feet, a central angle of 25 degrees 27 minutes 19 seconds, and a long chord which bears North 20 degrees 23 minutes 32 seconds East a distance of 50.67 feet; thence northeasterly parallel with and offset 30.00 feet west of the east line of said Lot 5, an arc length of 48.89 feet, on a non-tangential curve concave to the northwest, having a radius of 70.00 feet, a central angle of 40 degrees 00 minutes 54 seconds, and a long chord which bears North 13 degrees 06 minutes 44 seconds East, a distance of 47.90 feet to the north line of said Lot 5; thence North 87 degrees 38 minutes 18 seconds East, on said north line, a distance of 20.05 feet to the point of beginning.

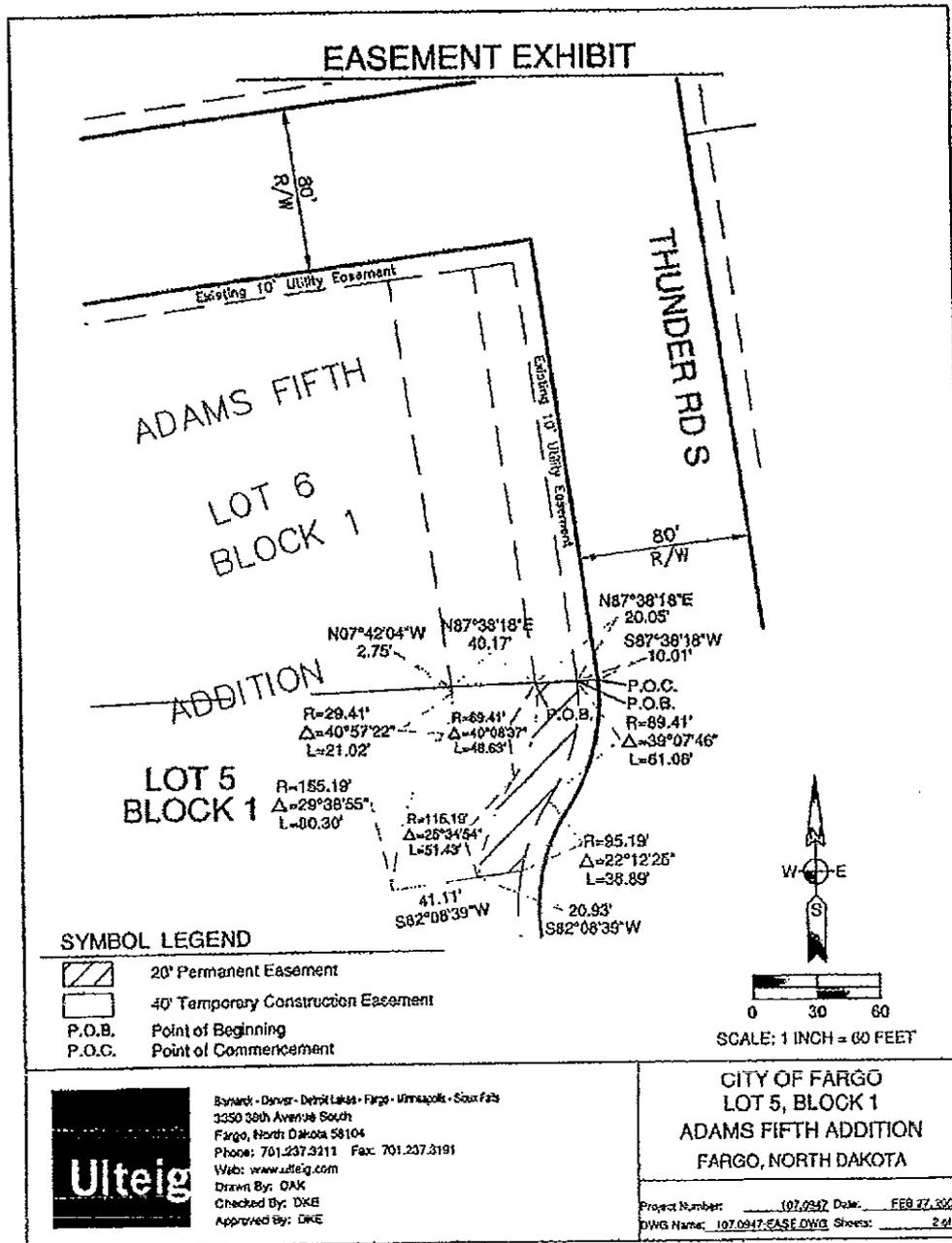
Containing 1,979 square feet more or less.  
Subject to all easements and Rights of Way of Record;



Bismark - Denver - Detroit Lakes - Fargo - Minneapolis - Sioux Falls  
3330 38th Avenue South  
Fargo, North Dakota 58104  
Phone: 701.237.3211 Fax: 701.237.3191  
Web: www.ulteig.com  
Drawn By: DAK  
Checked By: DKE  
Approved By: DKE

CITY OF FARGO  
LOT 5, BLOCK 1  
ADAMS FIFTH ADDITION  
FARGO, NORTH DAKOTA

Project Number: 107.0947 Date: MAY 21, 2009  
DWG Name: 107.0947-EASE.DWG Sheets: 1 of 2



## EASEMENT DESCRIPTION

### 40' TEMPORARY CONSTRUCTION EASEMENT

A 40 foot strip of land located in Lot 3, Block 1, ADAMS FIFTH ADDITION to the City of Fargo, North Dakota, more particularly described as follows:

Commencing at the northwest corner of said Lot 3; thence North 85 degrees 09 minutes 32 seconds East, on the north line of said Lot 3, a distance of 12.85 feet to the easterly line of an existing utility easement; thence southeasterly parallel with and offset 10.00 feet east of the west line of said Lot 3, and on the easterly line of said existing utility easement, an arc length of 3.54 feet, on a non-tangential curve concave to the northeast, having a radius of 90.00 feet, a central angle of 02 degrees 15 minutes 06 seconds, and a long chord which bears South 47 degrees 23 minutes 57 seconds East a distance of 3.54 feet; thence southeasterly parallel with and offset 10.00 feet east of the west line of said Lot 3, and on the easterly line of said existing utility easement, an arc length of 21.85 feet, on a non-tangential curve concave to the southwest, having a radius of 95.00 feet, a central angle of 13 degrees 10 minutes 51 seconds, and a long chord which bears South 41 degrees 55 minutes 53 seconds East a distance of 21.81 feet to the true point of beginning; thence North 85 degrees 09 minutes 32 seconds East, parallel with and offset 20.00 feet south of the north line of said Lot 3, a distance of 339.42 feet to the westerly line of an existing utility easement; thence South 12 degrees 43 minutes 11 seconds West, parallel with and offset 10 feet west of the east line of said Lot 3, on the westerly line of said utility easement, a distance of 41.96 feet; thence South 85 degrees 09 minutes 32 seconds West, parallel with and offset 60.00 feet south of the north line of said Lot 3, a distance of 313.98 feet to the easterly line of an existing utility easement; thence northwesterly on the easterly line of said existing utility easement, and parallel with and offset 10.00 feet east of the west line of said Lot 3, an arc length of 42.34 feet, on a non-tangential curve concave to the southwest, having a radius of 95.00 feet, a central angle of 25 degrees 32 minutes 19 seconds, a long chord which bears North 22 degrees 34 minutes 18 seconds West, a distance of 41.99 feet to the point of beginning.

Containing 13,002 square feet more or less.  
Subject to all easements and Rights of Way of Record;

### 20' PERMANENT EASEMENT

A 20 foot strip of land located in Lot 3, Block 1, ADAMS FIFTH ADDITION City of Fargo, North Dakota more particularly described as follows:

Commencing at the northwest corner of said Lot 3; thence North 85 degrees 09 minutes 32 seconds East, on the north line of said Lot 3, a distance of 12.85 feet to the easterly line of an existing utility easement and the true point of beginning; thence continuing North 85 degrees 09 minutes 32 seconds East, on said north line, a distance of 361.29 feet to the westerly line of an existing utility easement; thence South 12 degrees 43 minutes 11 seconds West, on the westerly line of said utility easement, parallel with and offset 10.00 feet west of the east line of said Lot 3, a distance of 20.98 feet; thence South 85 degrees 09 minutes 32 seconds West, parallel with and offset 20.00 feet south of the north line of said Lot 3, a distance of 339.42 feet to the easterly line of an existing utility easement; thence northwesterly parallel with and offset 10.00 feet to the east of the west line of said Lot 3 on the easterly line of said utility easement, an arc length of 21.85 feet on a non-tangential curve concave to the southwest, having a radius of 95.00 feet, a central angle of 13 degrees 10 minutes 51 seconds, and a long chord which bears North 41 degrees 55 minutes 53 seconds West, a distance of 21.81 feet; thence northwesterly parallel with and offset 10.00 feet east of the west line of said Lot 3, on the easterly line of said utility easement, an arc length of 3.54 feet, on a non-tangential curve concave to the northeast, having a radius of 90.00 feet, a central angle of 02 degrees 15 minutes 06 seconds, and a long chord which bears North 47 degrees 23 minutes 56 seconds West, a distance of 3.53 feet to the point of beginning.

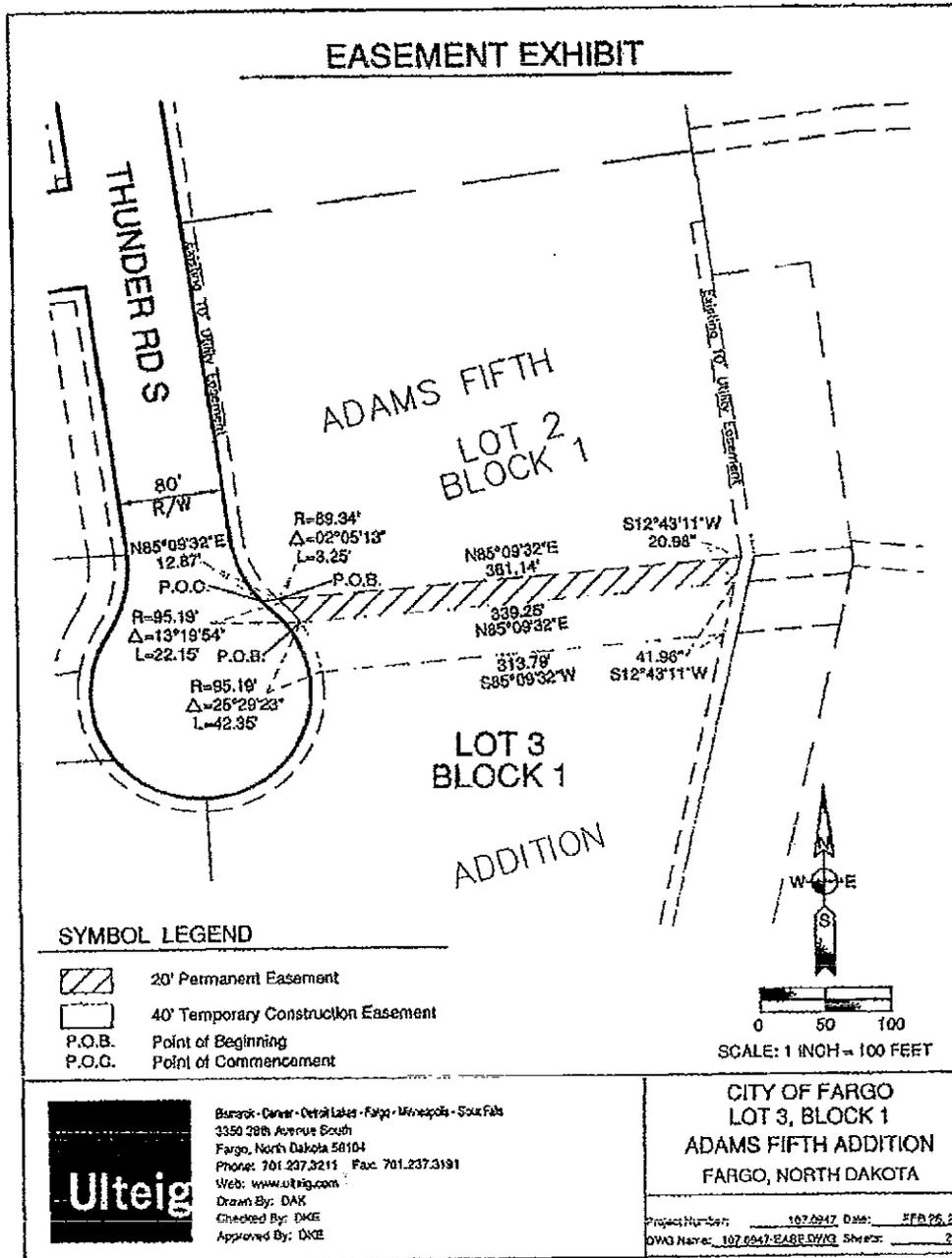
Containing 6,994 square feet more or less.  
Subject to all easements and Rights of Way of Record;



Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis - Sioux Falls  
3350 38th Avenue South  
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Drawn By: OAK  
Checked By: DKE  
Approved By: DKE

**CITY OF FARGO**  
**LOT 3, BLOCK 1**  
**ADAMS FIFTH ADDITION**  
**FARGO, NORTH DAKOTA**

Project Number: 107.0947 Date: MAY 21, 2009  
DWG Name: 107.0947-EASE.DWG Sheets: 1 of 2



*ff1*

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

New Construction of City Order Sidewalks and Approaches

Project No. 5660

Call For Bids June 15, 2009

Bid Opening Date July 22, 2009

Completion Date October 9, 2009

N/A PWPEC Report (Attach Copy) **Part of 2009 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. 298-6925

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT  
NEW CONSTRUCTION OF CITY ORDER SIDEWALKS AND APPROACHES  
PROJECT NO. 5660

**Nature & Scope**

This project is for the construction of City sidewalks and ADA handicap approaches on the south side of 17<sup>th</sup> Avenue South, from 36<sup>th</sup> to 42<sup>nd</sup> Street.

**Purpose**

To construct new sidewalks and ADA handicap approaches as ordered by the City Commission.

**Feasibility**

The cost of constructing new sidewalks is assessed against the benefiting property.

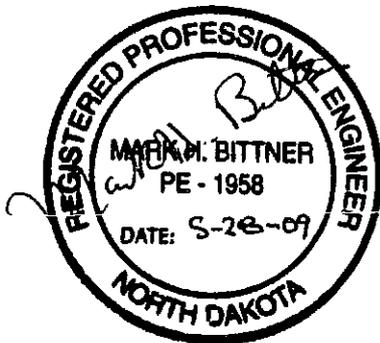
The estimated costs associated with this project are as follows:

Estimated Construction Cost:	\$73,112.50
Plus 32% Engineering & Administration Fees:	<u>23,396.00</u>
\$96,508.50 Total Estimated Assessed Cost for 4.5' Wide Sidewalk:	\$96,508.50

The cost of constructing ADA handicap approaches and the 3.5' over width for the proposed 8' wide sidewalk are as follows:

Estimated Construction Cost:	\$63,983.50
Plus 25% Engineering & Administration Fees:	<u>15,995.87</u>
\$79,979.37 Total Estimated Amount from Sales Tax Funds	\$79,979.37

We believe this project to be cost effective.



*Mark H. Bittner*  
\_\_\_\_\_  
Mark H. Bittner  
City Engineer

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

Tree Planting & Incidentals

Project No. 5879

Call For Bids June 29, 2009

Bid Opening Date July 22, 2009

Completion Date October 15, 2009

- X PWPEC Report (Attach Copy) **Part of 2009 CIP**
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Kristy Schmidt

Phone No. 241-1571

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

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

ENGINEER'S REPORT

TREE PLANTING  
& INCIDENTALS

PROJECT NO. 5879

**Nature & Scope**

This project provides for the planting of trees along the 30<sup>th</sup> Avenue corridor between 41<sup>st</sup> Street and 43<sup>rd</sup> Street South.

**Purpose**

The project will involve tree planting to enhance appearance along 30<sup>th</sup> Avenue South corridor. This tree planting will provide a buffer between the street and the adjacent property.

**Feasibility**

The entire cost of the project will be paid from sales tax funds. The estimated costs associated with this project are as follows:

Estimated Construction Cost:	\$ 51,000
Plus 25% Engineering & Administration Fees:	\$ 12,750
Total Estimated Cost:	\$ 63,750

We believe this project to be cost effective.



*Mark H. Bittner*  
\_\_\_\_\_  
Mark H. Bittner  
City Engineer

June 2009

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

Flood Repairs & Incidentals

Project No. 5896

Call For Bids June 15, 2009

Bid Opening Date June 24, 2009

Completion Date August 21, 2009

N/A PWPEC Report (Attach Copy) - Part of 2009 Flood Repair

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Nathan Boerboom

Phone No. 476-6743

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

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

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT  
FLOOD REPAIRS & INCIDENTALS  
PROJECT NO. 5896

**Nature & Scope**

This project is for the restoration of City right-of-way areas where temporary levees were constructed for flood protection during the spring 2009 floods. This project encompasses spot repair areas located from Main Avenue to the north edge of City limits. These areas consist of repairs to: curb and gutter, sidewalk, bike trails, asphalt pavement, concrete pavement, fencing, and seeding of boulevards.

**Purpose**

The purpose of this project is to repair portions of the City's infrastructure, north of Main Avenue, to its condition prior to the 2009 spring floods.

**Feasibility**

The estimated cost of construction is \$290,000.00. The project will be funded from flood repair funds. A breakdown of costs is as follows:

Repair Construction Cost:	\$ 290,000.00
Plus 12% Engineering and Administration Fees:	\$ 34,800.00
Plus 10% Contingency:	\$ 29,000.00
Plus 5% Miscellaneous:	<u>\$ 14,500.00</u>
Total Estimated Cost:	\$ 368,300.00

**Funding**

Federal Public Assistance (PA) – 75% of Construction Cost	\$ 217,500.00
NDDDES – 22% of Construction Cost	\$ 63,800.00
City Flood Funds – Remaining Project Balance	\$ 87,000.00

We believe this project to be cost effective.



June 2009

Mark H. Bittner  
Mark H. Bittner  
City Engineer

June 10, 2009

*iii*

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5817

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 10, 2009, for Recreational/Bike Trail & Incidentals, Improvement District No. 5817, located at 23<sup>rd</sup> – 28<sup>th</sup> Avenue South in Amber Valley & Urban Plains Addition.

The bids were as follows:

Specialized Contracting	\$129,731.45
Adelman Concrete & Excavating	\$139,689.05
Dakota Underground	\$141,539.50
A J Construction	\$144,685.00
Opp Construction	\$163,900.88
Paras Contracting, Inc.	\$172,025.50
Northern Improvement Co.	\$191,447.35
Ti-Zack Concrete, Inc.	\$199,989.00
Engineer's Estimate	\$146,378.75

The special assessment escrow is not required.

This office recommends award of the contract to Specialized Contracting, in the amount of \$129,731.45 as the lowest and best bid.

Sincerely,

*Mark H. Bittner*

Mark H. Bittner  
City Engineer

MHB/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

Recreational / Bike Trail & Incidentals

IMPROVEMENT DISTRICT # 5817

23rd - 28th Ave S in Amber Valley & Urban Plains Addition

WHEREAS, bids have been opened and filed for the above described Improvement District of the City of Fargo, North Dakota; and

WHEREAS, an estimate of the cost of the work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Mark H. Bittner, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is a detailed statement of the estimated cost of the job described as Recreational / Bike Trail & Incidentals Improvement District # 5817 of the City of Fargo, North Dakota.

Bike Trail

3001 12" PVC Storm Sewer	655.00 LF	16.48	10,794.40
3450 A Inlet	2.00 EA	1,545.75	3,091.50
3452 B Inlet	1.00 EA	1,545.25	1,545.25
3654 Remove & Replace Curb & Gutter	24.00 LF	28.25	678.00
3897 Temporary Construction Entrance	3.00 EA	515.85	1,547.55
4006 Imported Fill	1,800.00 CY	7.25	13,050.00
4027 Strip & Respread Topsoil	6,400.00 SY	1.35	8,640.00
4104 Concrete Curb & Gutter (Type II)	68.00 LF	14.85	1,009.80
4205 Aggregate for Asphalt Patching (Remove & Replace)	5.00 TON	83.50	417.50
4316 Detectable Warning Panels	64.00 SF	28.95	1,852.80
4339 Remove Existing Paving	30.00 SY	8.35	250.50
4490 Castings to Grade	1.00 EA	235.90	235.90
4509 Traffic Control	1.00 EA	757.05	757.05
4606 Seeding with Hydro-mulch	16,000.00 SY	0.70	11,200.00
7751 High Intensity Prismatic Signs	12.50 SF	15.66	195.75
7755 Sign Assembly & Anchor	2.00 EA	97.85	195.70
9006 6" Concrete Sidewalk	85.00 SY	41.25	3,506.25
9035 4" Concrete Bike Trail	2,500.00 SY	26.05	65,125.00
9064 Excavation (Excess)	150.00 CY	7.15	1,072.50
		<b>Bike Trail Sub Total:</b>	<b>\$125,165.45</b>

Striping

7549 Paint Epoxy Messages	60.00 SF	25.50	1,530.00
7574 24" Grooved Plastic Marking Film	60.00 LF	50.60	3,036.00
		<b>Striping Sub Total:</b>	<b>\$4,566.00</b>

**Construction Total: \$129,731.45**

ENGINEER'S STATEMENT OF ESTIMATED COST

Recreational / Bike Trail & Incidentals

IMPROVEMENT DISTRICT # 5817  
23rd - 28th Ave S in Amber Valley & Urban Plains Addition

Construction Total:		129,731.45
Engineering:	11.00 %	14,270.46
Legal:	7.00 %	9,081.20
Contingencies:	10.00 %	12,973.15
Administration:	6.00 %	7,783.89
Interest:	8.00 %	10,378.52

Sub-Total:	184,218.66
Less Street Rehab Funds:	0.00
Less Water Department Funds:	0.00

TOTAL ESTIMATED ASSESSED COSTS: 184,218.66

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

Date: 6/10/2009

*Mark H. Bittner*

Mark H. Bittner  
City Engineer





ENGINEERING DEPARTMENT

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

June 10, 2009

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5861

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 10, 2009, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. 5861, located at 11<sup>th</sup> to 13<sup>th</sup> Avenue South and South University Drive to 15<sup>th</sup> Street South.

The bids were as follows:

Master Construction Co., Inc.	\$1,429,070.80
Dakota Underground	\$1,556,767.25
Specialized Contracting	\$1,561,323.54
Border States Paving, Inc.	\$1,597,000.00
Northern Improvement Co.	\$1,682,712.86
Aggregate Industries	\$1,740,866.00
Central Specialties, Inc.	\$2,100,821.90
Engineer's Estimate	\$1,546,919.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc., in the amount of \$1,429,070.80 as the lowest and best bid.

Sincerely,

Mark H. Bittner  
City Engineer

MHB/pan

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

ENGINEER'S STATEMENT OF ESTIMATED COST

## Water Main Replacement, Street Reconstruction &amp; Incidentals

IMPROVEMENT DISTRICT # 5861  
11th to 13th Ave S and S University Dr to 15th St S

WHEREAS, bids have been opened and filed for the above described Improvement District of the City of Fargo, North Dakota; and

WHEREAS, an estimate of the cost of the work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Mark H. Bittner, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is a detailed statement of the estimated cost of the job described as Water Main Replacement, Street Reconstruction & Incidentals Improvement District # 5861 of the City of Fargo, North Dakota.

Paving

3100 12" Storm Sewer w/Gravel Backfill	50.00 LF	30.00	1,500.00
3450 A Inlet	1.00 EA	900.00	900.00
3460 Relocate Inlet	1.00 EA	900.00	900.00
3468 Furnish & Install 8" Flat Manhole Cover	1.00 EA	500.00	500.00
3470 Furnish & Install Inlet Casting	21.00 EA	405.00	8,505.00
3896 Inlet Protection Type C	38.00 EA	45.00	1,710.00
3991 Storm Water Management	1.00 LS	500.00	500.00
4010 Subgrade Preparation	16,055.00 SY	1.00	16,055.00
4022 Remove Tree	1.00 EA	500.00	500.00
4050 Geotextile Filter Fabric	16,055.00 SY	1.00	16,055.00
4068 Gravel Base (Class 5) - 7"	16,055.00 SY	4.45	71,444.75
4112 7" Reinforced PC Concrete Pavement	90.00 SY	65.00	5,850.00
4130 6" RC Driveway	2,535.00 SY	38.00	96,330.00
4138 4" RC Sidewalk	1,745.00 SY	33.50	58,457.50
4200 Aggregate for Asphalt Base Course	3,630.00 TON	32.00	116,160.00
4202 Aggregate for Asphalt Wearing Course	1,450.00 TON	32.00	46,400.00
4221 Asphalt Cement	70,700.00 GAL	2.20	155,540.00
4312 Remove & Replace Curb & Gutter	8,500.00 LF	13.40	113,900.00
4316 Detectable Warning Panels	224.00 SF	34.50	7,728.00
4320 Remove 4" Concrete Sidewalk	1,830.00 SY	3.00	5,490.00
4339 Remove Existing Paving	13,170.00 SY	3.55	46,753.50
4345 Furnish Manhole Casting & Cover	18.00 EA	405.00	7,290.00
4362 Remove Existing Driveway	2,536.00 SY	3.55	9,002.80
4444 Furnish Manhole Cover/Concealed Pick Hole	1.00 EA	200.00	200.00
4460 4" Perforated PVC w/Fabric Wrap	8,500.00 LF	1.95	16,575.00
4469 Install Internal Watertight Manhole Seal	1.00 EA	140.00	140.00
4485 Casting to Grade (Over Depth)	1.00 EA	200.00	200.00
4490 Castings to Grade	18.00 EA	475.00	8,550.00
4492 Gate Valve Boxes to Grade	11.00 EA	350.00	3,850.00
4510 Traffic Control	1.00 LS	4,400.00	4,400.00

ENGINEER'S STATEMENT OF ESTIMATED COST

Water Main Replacement, Street Reconstruction & Incidentals

IMPROVEMENT DISTRICT # 5861

11th to 13th Ave S and S University Dr to 15th St S

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
7730 Install Sign Assembly	13.00	EA	65.00	845.00
7740 Engineering Grade Signs	63.00	SF	13.00	819.00
7751 High Intensity Prismatic Signs	5.00	SF	18.00	90.00
7753 Diamond Grade Cubed Signs	87.00	SF	19.00	1,653.00
7755 Sign Assembly & Anchor	24.00	EA	75.00	1,800.00
			<b>Signing &amp; Striping Sub Total:</b>	<b>\$5,497.00</b>
			<b>Construction Total:</b>	<b>\$1,429,070.80</b>

ENGINEER'S STATEMENT OF ESTIMATED COST

Water Main Replacement, Street Reconstruction & Incidentals

IMPROVEMENT DISTRICT # 5861  
11th to 13th Ave S and S University Dr to 15th St S

Construction Total:		1,429,070.80
Engineering:	6.00 %	85,744.25
Legal:	3.00 %	42,872.12
Contingencies:	10.00 %	142,907.08
Administration:	6.00 %	85,744.25
Interest:	8.00 %	114,325.66

Sub-Total:	1,900,664.16
Less Street Rehab Funds:	914,122.40
Less Water Department Funds:	376,833.06
Less Sanitary Sewer Funds:	71,540.70

TOTAL ESTIMATED ASSESSED COSTS: 538,168.00

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

Date: 6/10/2009

  
Mark H. Bittner  
City Engineer



*jjj!*

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

P.C. Concrete Pavement & Incidentals

Improvement District No. 5706-1

Call For Bids June 11, 2009

Bid Opening Date July 22, 2009

Completion Date November 23, 2009

X PWPEC Report (Attach Copy) (**Part of 2009 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Mark M. Miller

Phone No. 476-6628

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only) Master Letter of Credit

X Assessment Map (Attach Copy for Auditor's Office Only)

## ENGINEER'S REPORT

## PC CONCRETE PAVEMENT &amp; INCIDENTALS

## IMPROVEMENT DISTRICT NO. 5706-1

**Nature & Scope**

This project will involve the new construction of Veteran's Boulevard (57<sup>th</sup> Street S) between 40<sup>th</sup> and 52<sup>nd</sup> Avenue S. A concrete driving lane will be constructed with a raised median separating the two lanes. Roundabouts will be constructed at the intersections of 44<sup>th</sup>, 49<sup>th</sup> and 51<sup>st</sup> Avenue S. A new concrete bike trail will be constructed along the east side of 57<sup>th</sup> Street and will be interconnected with other new bike trail projects being constructed this summer. New water main and storm sewer will be installed to allow for development within Rocking Horse properties.

**Purpose**

This project is on the arterial street system and is necessitated by the adjacent commercial and residential developments. Upon completion, this portion of Veteran's Boulevard will also serve as a detour route for 45<sup>th</sup> Street S construction to commence in 2010.

**Feasibility**

The estimated construction cost of this project is \$3,087,000. The current construction will be assessed as designated in the infrastructure funding policy as follows:

*Water Main Distribution Lines:*

Estimated Construction Cost	\$160,000
Plus 32% Engineering & Admin. Fees	<u>51,200</u>
100% Special Assessed	\$211,200

*Storm Sewer:*

Estimated Construction Cost	\$290,000
Plus 32% Engineering & Admin. Fees	<u>92,800</u>
100% Special Assessed	\$382,200

*Road Construction:*

Assessed Estimated Construction Cost	\$2,338,000
Plus 32% Engineering & Admin. Fees	<u>748,160</u>
	\$3,086,160

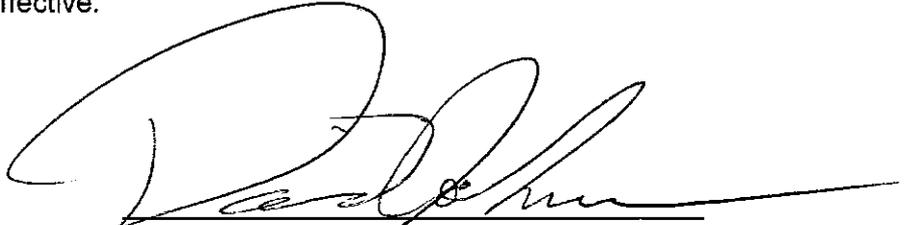
City Estimated Construction Cost	\$298,000
Plus 25% Engineering & Admin. Fees	<u>74,500</u>
	\$372,500

Total Estimated Construction Cost	\$2,636,000
Plus Engineering & Admin. Fees	<u>822,660</u>
	\$3,458,660

Funding:

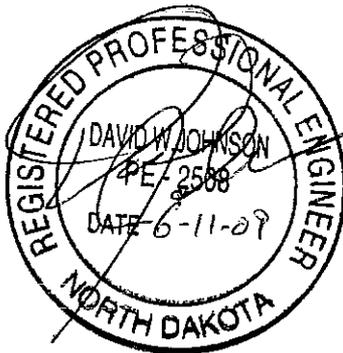
Assessed Portion:	\$3,679,560
Street Sales Tax:	<u>\$ 372,500</u>
Total Estimated Cost:	\$4,052,060

We believe this project to be cost effective.



David W. Johnson  
Deputy City Engineer

June, 2008



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE PAVEMENT  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5706-1

LOCATION:

57<sup>TH</sup> Street South between 40<sup>th</sup> Avenue and 52<sup>nd</sup> Avenue South.

COMPRISING:

Lots 1 through 13, 15 through 27, Block 1.

Lots 1 through 36, inclusive, Block 2.

Lots 1 through 34, inclusive, Block 3.

Lots 1 through 35, inclusive, Block 4.

Lots 1 through 46 and lot 48, Block 5.

Lots 1 through 19, inclusive, Block 6.

Lots 1 through 13, inclusive, Block 7.

Lots 1 through 11 and lot 15, Block 8.

Lots 2 through 13, inclusive, Block 9.

All platted in Osgood Farms 1<sup>st</sup> Addition.

Lots 1 through 3, inclusive, Block 1.

All platted in Osgood Kindergarten Center and Park Addition.

Lots 1 through 2, inclusive, Block 1.

All platted in Bluestem Addition.

Lots 1 through 44, inclusive, Block 1.

All platted in Osgood Estate Addition.

Lots 1 through 51, inclusive, Block 1.

All platted in Osgood Estate 2<sup>nd</sup> Addition.

Lots 1 through 33, inclusive, Block 1.

All platted in Tuscan Villas at Osgood.

Lots 1 through 31, inclusive, Block 1.

Lots 1 through 11, inclusive, Block 2.

Lots 1 through 15, inclusive, Block 3.

Lots 1 through 19, inclusive, Block 4.

Lots 1 through 14, inclusive, Block 5.

All platted in South Forty at Osgood Addition.

Lots 1 through 38, inclusive, Block 1.  
Lots 1 through 34, inclusive, Block 2.  
Lots 1 through 8, inclusive, Block 3.  
All platted in South Forty at Osgood 2<sup>nd</sup> Addition.

Lots 1 through 11, inclusive, Block 1.  
Lots 1 through 5, inclusive, Block 2.  
All platted in Rocking Horse East 1<sup>st</sup> Addition.  
All un-platted land located in the SW 1/4 of Section 33 Township 139, Range 49.

Lots 1 through 5, inclusive, Block 1.  
All platted in Rocking Horse Farm 1<sup>st</sup> Subdivision.  
All un-platted land located in the SE 1/4 of section 32, Township 139, Range 49.

Lots 5 through 15, inclusive, Block 2.  
All platted in Osgood Villas Addition.

Lots 1 through 10, inclusive, Block 1.  
All platted in Osgood Villas 2<sup>nd</sup> Addition.

Lots 1 through 4, inclusive, Block 1.  
All platted in Osgood Villas 3<sup>rd</sup> Addition.

Lots 1 through 13, inclusive, Block 1.  
Lots 1 through 18, inclusive, Block 2.  
Lots 1 through 7, inclusive, Block 3.  
All platted in Osgood 2<sup>nd</sup> Addition.

Lots 1 through 10, inclusive, Block 1.  
Lots 1 through 8, inclusive, Block 3.  
Lots 8 through 34, inclusive, Block 4.  
Lots 1 through 5, inclusive, Block 5.  
Lots 1 through 6, inclusive, Block 7.  
Lots 1 through 20, inclusive, Block 8.  
Lots 1 through 20, inclusive, Block 9.  
Lots 1 through 13, inclusive, Block 10.  
Lots 1 through 15, inclusive, Block 11.  
Lots 1 through 32, inclusive, Block 12.  
Lots 1 through 16, inclusive, Block 13.  
Lots 1 through 21, inclusive, Block 14.  
Lots 1 through 21, inclusive, Block 15.  
Lots 1 through 12, inclusive, Block 16.  
Lot 2, Block 17.  
All platted in Osgood First Addition.

Lots 1 through 18, inclusive, Block 1.  
All platted in Villas by the Green Addition.

Lots 1 through 4, inclusive, Block 1.  
All platted in Sheyenne Estates Addition.

Lots 1 through 8, inclusive, Block 2.  
All platted in Osgood River Addition.  
All unplatted land located in the NW  $\frac{1}{4}$  of Section 32, Township 139, Range 49.

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



COVER SHEET  
CITY OF FARGO PROJECTS

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

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

Water Main Replacement, Street Rehabilitation & Incidentals

Improvement District No. 5863

Call For Bids June 15, 2009

Bid Opening Date July 22, 2009

Completion Date November 16, 2009

X PWPEC Report (Attach Copy) **Part of 2009 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Ray Giesinger

Phone No. 241-1551

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

WATER MAIN REPLACEMENT, STREET  
REHABILITATION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5863

**Nature & Scope**

This project is for the replacement of water mains and street rehabilitation on:  
19<sup>th</sup> Street to 420' north of 3<sup>rd</sup> Avenue.  
19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup> Street from 5<sup>th</sup> - 7<sup>th</sup> Avenue North.

This project was approved by the Fargo City Commission under the 2009 Capital Improvements Program (CIP) which includes water main replacements and street reconstruction.

**Purpose**

The existing water mains are cast iron, which were installed 44 years ago, and have a record of various breaks.

**Feasibility**

The estimated cost of construction is approximately \$548,000. The cost breakdown is as follows:

Water Main Replacement	\$ 250,000
Plus 25% Engineering & Administration fees	\$ <u>62,500</u>
Total Estimated Water Main Replacement	\$ 312,500
Special Assessments 3,426.57 FF @ \$35	\$ <u>119,930</u>
Water Main Funds	\$ 192,570
Street Rehabilitation	\$ 298,000
Plus 25% Engineering & Administration fees	\$ <u>74,500</u>
Total Estimated Street Rehabilitation	\$ 372,500
Special Assessments 3632 FF @ \$25	\$ <u>90,800</u>
Street Rehabilitation Funds	\$ 281,700
Total Estimated Cost	\$ 685,000
Special Assessments	\$ 210,730
Water Main Funds	\$ 192,570
Street Rehabilitation Funds	\$ <u>281,700</u>
	\$ 685,000

The cost to the property owners will be limited to \$35/foot for water main replacement and \$25/foot for pavement rehabilitation.

We believe this project to be cost effective.




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Mark Bittner  
City Engineer

June 2009

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT,  
STREET REHABILITATION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5863

LOCATION:

On 19<sup>th</sup> Street North from 3<sup>rd</sup> Avenue to 420' north on 19<sup>th</sup>, 20<sup>th</sup> & 21<sup>st</sup> Street North from 5<sup>th</sup> – 7<sup>th</sup> Avenue North.

COMPRISING:

Lots 1 through 20, Block 2.

Lots 1 through 20, Block 3.

Lots 1 through 20, Block 4.

Lots 1 through 18, Block 5.

Lots 8 through 13, Block 14 and 50.20' of 14 and all of 15 – 27, Block 15.

All in Tylers Subdivision.

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

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COVER SHEET  
CITY OF FARGO PROJECTS

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

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

P.C. Concrete Alley Paving & Incidentals

Improvement District No. 5890

Call For Bids June 15, 2009

Bid Opening Date July 22, 2009

Completion Date October 1, 2009

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Johnson/Ray Giesinger

Phone No. 241-1548 or 241-1551

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5890

Type: Concrete Alley Paving

Location: From 15<sup>th</sup> to 16<sup>th</sup> Avenue North  
Between 3<sup>rd</sup> and 4<sup>th</sup> Street North

Date of Hearing: 3/17/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/15/09</u>
PWPEC File	<u>X</u>
Project File	<u>        </u>
Petitioners	<u>Chuck Duggan</u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying petition for alley paving.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the requested improvements.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: <u>100% Special Assessments</u>	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>        </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>        </u>
50% escrow deposit required	<u>N/A</u>	<u>        </u>

COMMITTEE

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

ATTEST:

Mark H. Bittner  
Mark H. Bittner  
City Engineer

ENGINEER'S REPORT  
P.C. CONCRETE ALLEY PAVING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. 5890

**Nature & Scope**

This project is for the installation of P.C. Concrete Paving in the alley from 15<sup>th</sup> to 16<sup>th</sup> Avenue North between 3<sup>rd</sup> Street and 4<sup>th</sup> Street in Block 3 of Hogan's Addition.

**Purpose**

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

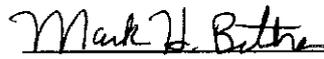
**Feasibility**

The estimated cost of construction is \$66,000. The project will be paid for entirely from special assessments. A breakdown of costs is as follows:

Construction Cost:	\$ 66,000
Plus 32% Engineering and Administration Fees:	<u>21,120</u>
Total Estimated Amount Assessed:	\$ 87,120

We believe this project to be cost effective.



  
\_\_\_\_\_  
Mark H. Bittner  
City Engineer

June 2009

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE ALLEY PAVING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5890

LOCATION:

From 15<sup>th</sup> to 16<sup>th</sup> Avenue North between 3<sup>rd</sup> Street and 4<sup>th</sup> Street, in Block 3 of Hogan's Addition.

COMPRISING:

Lots 1 through 26, inclusive, Block 3.  
Hogan's Addition.

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

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COVER SHEET  
CITY OF FARGO PROJECTS

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

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

P.C. Concrete Alley Paving & Incidentals

Improvement District No. 5891

Call For Bids June 15, 2009

Bid Opening Date July 22, 2009

Completion Date October 1, 2009

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Johnson/Ray Giesinger

Phone No. 241-1548 or 241-1551

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
P.C. CONCRETE ALLEY PAVING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. 5891

**Nature & Scope**

This project is for the installation of P.C. Concrete Paving in the alley from 15<sup>th</sup> to 16<sup>th</sup> Avenue North between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street in Block 4 of Hogan's and in Block 1, McDermott's Addition.

**Purpose**

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

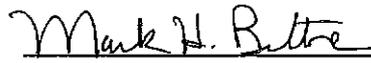
**Feasibility**

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

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

We believe this project to be cost effective.



  
\_\_\_\_\_  
Mark H. Bittner  
City Engineer

June 2009

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE ALLEY PAVING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5891

LOCATION:

From 15<sup>th</sup> to 16<sup>th</sup> Avenue North between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, in Block 4 of Hogan's and in Block 1, McDermott's Addition.

COMPRISING:

Lots 1 through 13, inclusive.  
All in Block 4, Hogan's Addition.

Lots 12 through 22.  
All in Block 1, McDermott's Addition.

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5891

Type: Concrete Alley Paving

Location: Block 4 Hogans and Block 1 McDermotts  
 Between 2<sup>nd</sup> & 3<sup>rd</sup> Street North  
 From 15<sup>th</sup> to 16<sup>th</sup> Avenue North

Date of Hearing: 5/12/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/15/09</u>
PWPEC File	<u>X</u>
Project File	<u></u>
Petitioners	<u>Rande Reinhardt</u>
David W. Johnson	<u>X</u>

The committee reviewed the attached petition for concrete alley paving.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of requested improvements.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessment

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u></u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u></u>
50% escrow deposit required	<u>N/A</u>	<u></u>

COMMITTEE

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

ATTEST:

Mark H. Bittner  
 Mark H. Bittner  
 City Engineer