

FARGO CITY COMMISSION AGENDA  
Monday, June 29, 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. 2nd reading, waive reading and final adoption of the following rezoning Ordinances; 1st reading, 6/15/09:
  - (1) Certain Parcels of Land Lying in Davies First Addition.
  - (2) Certain Parcels of Land Lying in C & G Addition.
- b. Police Department authorization to enter into a license agreement with Mattel, Inc. to use the likeness of the Department's patrol vehicles on various die-cast and/or plastic toy replicas.
- c. Resolution Approving The Publication Of A Proposed Resolution And Approving The Advertising For A Public Hearing On The Issuance of \$2,890,000 City of Fargo General Obligation Development Bonds, Series 2009B; hearing to be held at 5:15 p.m. on September 8, 2009.
- d. Contract award to Route Match to provide paratransit scheduling and routing software.
- e. 2009 allocation from Southeastern North Dakota Community Action Agency in the amount of \$52,000 to address emergency needs for people that utilize the Gladys Ray Shelter.
- f. Application filed by Bryan and Tifanie Gelinske for a 5-year tax exemption for improvements made to a building at 1602 3rd Street North.
- g. Applications for Games of Chance:
  - (1) The Arc of Cass County for a raffle on 10/6/09.
  - (2) FM/AM Rotary for a sports pool from 9/1/09 to 2/6/10.
- h. Change Order No. 002 for an increase of \$10,567 for interior signage for the Main Library and an alteration to the Dr. James Carlson Library sign.
- i. Temporary Construction Easement with John Campbell and James Gompf (Project No. 5799).
- j. Project Concept Report for Bicycle/Pedestrian Lift Bridge Replacement (Project No. 5884).
- k. Purchase of 2009 Pictometry Aerial Imagery of the Fargo area taken during the first Red River flood crest.

- m. Contract Amendment No. 1 with 3M Company for Project No. 5718.
- n. Contract Amendment with Houston Engineering for Project No. 5574-03.
- o. Change Order No. 1 for an increase of \$19,575.98 for Project No. 5846.
- p. Balancing Change Order No. 1 for an increase of \$132.48 for Project No. 5813.
- q. Bid advertisement for Project Nos. 5747-14, 5865, 5897 and 5899.
- r. Contract with T.L. Stroh Architects, Ltd. to provide assistance for flood damage restoration.
- s. Bills.
- t. Change Order No. 2 for an increase of \$3,676.33 for Improvement District No. 5746.
- u. Bid awards for Improvement District Nos. 5784, 5862, 5881, 5882, 5883 and 5886.
- v. Create Improvement District No. 5898.
- w. Contract and bond for Improvement District No. 5861.

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

1. 2nd reading, waive reading and final adoption 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, Township 138 North, Range 49 West, Cass County, North Dakota; 1st reading, 6/15/09.
2. Public Hearings - 5:15 p.m.:
  - a. Application filed by Casa Ramos, Inc. d/b/a Casa Ramos for a Class "F" Alcoholic Beverage License at 1649 38th Street South.
  - b. Application filed by Fargo Billiards, LLC d/b/a Fargo Billiards for a Class "FA-Entertainment" Alcoholic Beverage License at 3234 43rd Street South.
  - c. Addition of Route 33 to Fargo Metro Area Transit to travel between the Memorial Union at NDSU and Klai & Richard H. Barry Halls in Downtown Fargo.
  - d. Renaissance Zone Project for Land Elements, Inc. at 102 Broadway, Ste. 205.

**PLEASE NOTE:** Adjourn to Monday, July 6, 2009 at 11:30 a.m. to canvass the votes from the June 30, 2009 Special Election.

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)

al

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
2 LYING IN DAVIES FIRST ADDITION TO THE CITY OF FARGO

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

7 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
8 request on February 11, 2009; and,

9 WHEREAS, the rezoning changes were approved by the City Commission on June 15,  
10 2009,

11 NOW, THEREFORE,

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

13 Section 1. The following described property:

14 Lot One (1), Block Two (2), Davies First Addition to the City of Fargo, County of  
15 Cass and State of North Dakota,

16 is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling, District.

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

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

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

22 (SEAL)  
Attest:

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

First Reading:  
Second Reading:  
Final Passage:

92

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
2 LYING IN C & G ADDITION, CASS COUNTY, NORTH DAKOTA

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

6 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
7 request on April 8, 2009; and,

8 WHEREAS, the rezoning changes were approved by the City Commission on June 15,  
9 2009.

10 NOW, THEREFORE,

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

12 Section 1. The following described property:

13 Lot One (1), Block One (1), C & G Addition, County of Cass and State of North  
14 Dakota,

15 is hereby rezoned from "AG", Agricultural, District to "MR-3", Multi-Dwelling, District;

16 and

17 Lot Two (2), Block One (1), C & G Addition, County of Cass and State of North  
18 Dakota,

19 is hereby rezoned from "AG", Agricultural, District to "LC", Limited Commercial, District.

20 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his  
21 office so as to conform with and carry out the provisions of this ordinance.  
22  
23





6

Office of the Chief of Police

June 17, 2009

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: License Agreement with Mattel, Inc.

Dear Commissioners:

Mattel, Inc. has asked the Fargo Police Department for permission to use the likeness of the department's patrol vehicles to promote and sell various die-cast and/or plastic toy replicas. The attached agreement describes the conditions under which the department agrees to provide Mattel with material they are requesting.

After reviewing the agreement, both the city attorney and I have no concerns related to the request, and I'm happy to have Mattel, Inc. utilize the likeness of the department's police cars for the purposes described.

**Recommended Motion:**

*I recommend the City Commission authorize the police department to enter into the license agreement with Mattel, Inc.*

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

Sincerely,

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

Keith A. Ternes  
Chief of Police

Attachment

## LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 6th day of January, 2009 (the "Effective Date") by and between the Fargo, ND Police Department, having its principal office at 222 4<sup>th</sup> Street N, Fargo, ND 58102 (hereinafter referred to as "LICENSOR") and Mattel, Inc., a corporation organized under the laws of the State of Delaware, with a principal place of business at 333 Continental Boulevard, El Segundo, CA 90245-5012 (hereinafter referred to as "LICENSEE").

### *WITNESSETH:*

WHEREAS, LICENSOR represents and warrants that it is the owner of various trademarks, copyrights and other proprietary rights in and to the Property as set forth below; and

WHEREAS, LICENSEE is engaged in the business of manufacturing and selling toys and games and other consumer products; and

WHEREAS, LICENSEE desires to use certain of LICENSOR'S trademarks, copyrights, and other intellectual property in the manufacturing and distribution of LICENSEE'S products, and

WHEREAS, LICENSOR is willing to license LICENSEE the right to use certain of LICENSOR'S trademarks, copyrights, and other intellectual property in the manufacturing and distribution of LICENSEE'S products under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. LICENSOR hereby grants to LICENSEE a non-exclusive royalty-free worldwide license to use the trademarks, tradenames, copyrights, designs, logos and likenesses including names, accessories and other visual or identifying representations associated with the Fargo Police Department vehicles (hereinafter referred to as the "LICENSED PROPERTY") in conjunction with the manufacture, marketing, distribution, promotion and sale of various scaled die-cast and/or plastic toy replicas (motorized or non-motorized), related play sets and accessories (hereinafter referred to as the "LICENSED PRODUCTS"). The rights granted herein shall apply to all channels of distribution, including without limitation, direct marketing to consumers, the Internet and online marketing and sale.

2. This Agreement shall become effective on the date first written above and shall continue in effect for a term expiring on December 31, 2012. LICENSEE, in its sole discretion, shall have the option to renew this Agreement for two additional one-year periods, by written notice given to LICENSOR at least sixty (60) days prior to the expiration of the then current term.

3. LICENSEE shall have no duty to manufacture and/or sell any LICENSED PRODUCTS or to otherwise exploit the rights granted herein.

4. In the event that LICENSEE does manufacture LICENSED PRODUCTS, then, in full consideration for the rights granted to LICENSEE hereunder, LICENSEE agrees to furnish LICENSOR with two hundred (200) units of each of such LICENSED PRODUCTS at no charge, shipping and handling included. LICENSEE shall not be required to furnish to LICENSOR units of any SKU (Stock-keeping Unit, the identification number assigned to individual products) of any LICENSED PRODUCTS unless LICENSEE has completed a full and final production run for such SKU. No inadvertent failure of LICENSEE to provide any such LICENSED PRODUCTS to LICENSOR shall be deemed a breach of this Agreement, provided that, to the extent reasonably possible and provided that such LICENSED PRODUCTS are currently being manufactured, LICENSEE shall retrospectively provide such LICENSED PRODUCTS upon notice from LICENSOR of LICENSEE'S failure to do so.

5. LICENSEE agrees that the LICENSED PRODUCTS shall be of a standard of quality as high as that of other similar LICENSEE products as of the date of this Agreement.

6. In the event that LICENSEE does manufacture LICENSED PRODUCTS, then LICENSEE shall submit to LICENSOR electronic "e-sheet" (e.g. jpeg) samples of each LICENSED PRODUCT (including packaging and artwork) for approval. LICENSOR shall have ten (10) business days to approve or disapprove the electronic "e-sheet" samples, which LICENSOR shall not unreasonably delay. In any event, the failure by LICENSOR to provide written approval/disapproval within ten (10) business days shall be deemed approved. LICENSOR shall have the right to purchase additional quantities of the LICENSED PRODUCTS from LICENSEE for LICENSOR'S promotional purposes and not for resale, subject to availability and LICENSEE'S minimum order quantity. The purchase price will be LICENSEE'S regular wholesale price, shipping and handling to be paid by LICENSOR.

7. LICENSEE and its subsidiaries may sublicense or assign among themselves and to their entities any and all of their rights and obligations hereunder. LICENSEE shall remain directly and primarily obligated under all the provisions of this Agreement and any default of this Agreement by its subsidiaries shall be deemed a default by LICENSEE hereunder.

8. In addition to the other rights licensed to LICENSEE herein, LICENSOR herein grants to LICENSEE the right to use the name, nickname, likenesses and visual or identifying representations of the LICENSED PROPERTY in connection with the marketing and sale of the LICENSED PRODUCTS, including in advertising, selling, packaging and promotional and publicity materials relating to the LICENSED PRODUCTS.

9. LICENSEE acknowledges that nothing contained in this Agreement is intended as an assignment or grant to LICENSEE of any right, title or interest in or to the LICENSED PROPERTY or the goodwill attached thereto.

10. LICENSOR shall at all times remain the owner of any and all of the LICENSED PROPERTY created by LICENSOR and used by LICENSEE in connection with the LICENSED

PRODUCTS. LICENSEE shall own all intellectual property rights embodied in the LICENSED PRODUCTS excluding the LICENSED PROPERTY.

11. LICENSEE agrees to affix a legal notice on the packaging and other materials that incorporate the LICENSED PROPERTY in order to denote LICENSOR's trademark and/or copyright in materials that incorporate the LICENSED PROPERTY. The legal notice when used on the LICENSED PRODUCTS may be abbreviated in accordance with legal requirements and as space permits. Subject to LICENSOR's exclusive rights to the LICENSED PROPERTY, LICENSEE is expressly permitted to apply to the LICENSED PRODUCTS any trademarks, artwork and designs that it selects and to apply appropriate patent, trademark and/or copyright notices. All such trademark and copyright notices shall be in the name of LICENSEE, subject to the LICENSOR's exclusive rights to the LICENSED PROPERTY.

12. LICENSOR represents and warrants to LICENSEE that it is the sole owner of the LICENSED PROPERTY and that it has the full power and authority to enter into this Agreement. LICENSOR agrees to indemnify LICENSEE against any loss and expense including its reasonable attorneys' fees arising out of any claims, demands, or actions that may be instituted against LICENSEE by reason of any claim of a superior right to any element of the LICENSED PROPERTY.

13. LICENSEE agrees to indemnify LICENSOR against all third party claims arising out of its marketing or sale of the LICENSED PRODUCTS, including claims for personal injury, except that LICENSOR shall be solely responsible for any claims based upon use of the LICENSED PROPERTY as permitted by this Agreement. LICENSEE shall have the right to control the defense and settlement of any such third party claims.

14. Either party may terminate this Agreement in the event that the other party materially breaches the terms of this Agreement or any of the warranties or representations made herein, provided that the non-breaching party provides the breaching party with written notice of such default and sixty (60) days within which to remove or cure such default. If there is no removal or cure of the default within such period, the Agreement may then be immediately terminated by the non-breaching party.

15. Upon expiration or earlier termination of this Agreement, LICENSEE agrees to discontinue all use of the LICENSED PROPERTY, except that LICENSEE shall continue to have the right to sell off all existing inventory bearing the LICENSED PROPERTY, whether completed or in the process of manufacture, for a period of six (6) months after expiration or early termination.

16. All notices wherever required in this Agreement shall be in writing and sent by facsimile, certified mail or overnight delivery and shall be deemed given when sent or mailed.

17. If any provisions of this Agreement are for any reason declared to be invalid, the validity of the remaining provisions shall not be affected thereby.

18. This Agreement and each and every one of its provisions shall be interpreted under the laws of the State of California.

19. This Agreement represents and expresses the entire agreement of the parties and supersedes all prior agreements, representations and understandings (whether written or oral) between

the parties concerning the subject matter hereof. An amendment or modification of a term or condition of this Agreement must be in writing duly executed by both parties. The parties agree that signed copies of this Agreement may be sent via facsimile or scanned email attachments in lieu of originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

<b>MATTEL, INC.</b>	<b>FARGO, ND POLICE DEPARTMENT</b>
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____



2

**DATE:** June 25, 2009

**TO:** Board of City Commissioners

**FROM:** Kent Costin, Director of Finance 

**RE:** Authorization of issuance of General Obligation Development Bonds to finance construction of southwest fire station and improvements and purchase of fire truck

In order to issue bonds to finance a portion of the construction cost for the new southwest fire station and the purchase of a fire truck, it is necessary for a public hearing to be held, as required by state public finance law, and for publication of notice for said public hearing. The hearing will be held at your regular meeting on September 8<sup>th</sup>. The Finance Committee has already approved the financing of these expenditures and the issuance of \$2,890,000 of general obligation municipal bonds, to be repaid over twenty years, for such purposes. I have enclosed a draft Resolution for your consideration, which announces the public hearing and which will be published in the newspaper at least 60 days in advance of the hearing. I have also enclosed a draft of the notice that will be published in The Forum newspaper at least 60 days before the public hearing.

**SUGGESTED MOTION:**

I move to approve the proposed **RESOLUTION APPROVING THE PUBLICATION OF A PROPOSED RESOLUTION AND APPROVING THE ADVERTISING FOR A PUBLIC HEARING ON THE ISSUANCE OF \$2,890,000 CITY OF FARGO GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2009B**, as presented.



d

June 24, 2009

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

Dear Commissioners:

The City of Fargo issued a request for proposal for replacement of the current paratransit scheduling and routing software system.

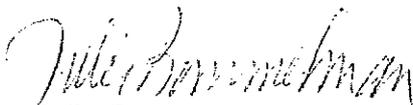
Proposals were received from three companies: Route Match, Trapeze, and Shah Software. The evaluation team consisted of Julie Bommelman, Renee Lura, Paula Aalgaard, Lori Van Beek, Susie Dayley, and Julie Moorhead. The recommendation from the evaluation team is to award the contract to Route Match.

This procurement is consistent with the current Transportation Improvement Program (TIP) and will utilize existing 5309 transit money at 80% federal reimbursement with a 20% local match, which is allocated in the Transit Department's budget.

The requested motion is to:

Approve the award of the contract to Route Match to provide the paratransit scheduling and routing software system, and direct staff to develop a contract.

Sincerely,



Julie Bommelman  
Transit Administrator  
City of Fargo



**PLANNING AND DEVELOPMENT**

200 Third Street North  
Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

E-Mail: [planning@cityoffargo.com](mailto:planning@cityoffargo.com)

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

**MEMORANDUM**

**TO:** Fargo City Commission  
**FROM:** Dan Mahli, Senior Planner, Community Development  
**DATE:** June 25, 2009  
**RE:** 2009 Grant – SENDCAA

The City of Fargo was awarded an allocation of \$52,000 from Southeastern North Dakota Community Action Agency (SENDCAA), via the ND Department of Community Service, to address emergency needs for people that utilize the Gladys Ray Shelter.

**Recommended Action:** Accept the 2009 allocation to the City of Fargo from Southeastern North Dakota Community Action Agency.

**Memorandum of Agreement  
Between  
Southeastern North Dakota Community Action Agency  
And  
Gladys Ray Shelter**

Whereas, Southeastern North Dakota Community Action Agency (SENDCAA) has determined the services referred to in the paragraph below entitled "Scope of Work" are agreed upon.

Whereas, Gladys Ray Shelter, from here on referred to as the "Provider", proposes to provide these services.

Now therefore, SENDCAA and the provider enter into the following:

**Term**

The term of this agreement shall be from July 1<sup>st</sup>, 2009 through September 30<sup>th</sup>, 2010 or until said funding is exhausted.

**Scope of Work**

SENDCAA agrees to provide up to \$52,000 to the Provider to be utilized for the following purposes: To assist individuals/households at or below the federal poverty rate of 200% for emergency needs that focus on preservation and creation of jobs to promote economic recovery and the provision of assistance to those most impacted by the recession.

**Compensation**

1. The Provider will maintain separate accounting of all income and expenses and will submit written financial reports to SENDCAA as detailed under Provider Responsibilities and Requirements #5.
2. The maximum dollar amount which may be awarded to the provider under this agreement from SENDCAA is \$52,000. This is the full amount under this agreement for the specified time as identified under the Term section of this agreement. Periodic review of remaining balance available will occur during the agreement timeframe to allow for the ability to maximize funding amongst partners.
3. Disbursement of funds will be made to the Provider by SENDCAA quarterly upon request with the submission to SENDCAA of proper documentation and reports as detailed in the Provider Responsibilities and Requirements sections number 4 and 5.

**Provider Responsibilities and Requirements**

1. Parameters for use of funds:
  - a. Funding must be utilized for emergency needs related to preservation of employment, gaining employment and/or to provide assistance to individuals/families most impacted by the recession.
  - b. Funding cannot be utilized for Provider travel. Provider cannot purchase any equipment with the funding.
  - c. See attachment A for details.
  
2. Intake Documentation:
  - a. See attachment B
  - b. Intake document is required to be completed by client and returned to SENDCAA by the 25<sup>th</sup> day of the last month of each quarter.
  
3. Income Verification and proof of expense:
  - a. Assistance is provided to individuals/families that are at or below the 200% federal poverty guideline. Income verification must be documented. If no income must use the self declaration of income form (see attachment C).
  - b. Proof of expense must be documented.
  
4. Fiscal billing and reporting required for reimbursement:
  - a. A detailed quarterly narrative report is required.
  - b. Provide quarterly detailed billing request for reimbursement. Due by 25<sup>th</sup> day of the last month of the quarter.
  - c. Reimbursements will not be processed until all quarterly documentation is received.
  
5. Final report requirements:
  - a. Must detail the unduplicated count of households served for the duration of the agreement.
  - b. Must detail a final reporting of all National Performance Indicators that were tracked for the duration of the agreement.
  - c. Must complete any additional reports as required by SENDCAA, the State or Federal government as required by the ARRA grant.
  - d. Must detail a final accounting of funds spent.
  - e. Final report is due by October 10<sup>th</sup>, 2010
  
6. Consent to the Release of Information:
  - a. The Gladys Ray Shelter will ensure that proper consent to release information is obtained from client(s) participating in this partnership.

### **Providers Understanding of Term of Funding**

The provider understands that this agreement is a one-time agreement and acknowledges that they have furnished no assurances that this agreement may be extended for periods beyond its termination date.

### **Authority to Contract**

The provider may not subcontract.

### **Sub-recipient Audit or Monitoring**

The Provider shall make available to SENDCAA, Department of Commerce/Division of Community Services, Office of the Attorney General and the Federal Government documents, papers and records of the Provider which are pertinent, as determined by SENDCAA for audit or monitoring purposes.

### **Retention of Records**

The Provider agrees to retain financial records for a period of three (3) years or until an audit is completed and closed, whichever occurs later.

### **Independent Entity**

The Provider shall perform as an independent entity under this agreement. The Provider, their employees, agents or representatives are not employees of SENDCAA. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

### **Indemnity and Contingent Liability**

1. The Provider shall comply with all federal, state and local laws and ordinances applicable to the services provided under this agreement.
2. The Provider shall save and hold harmless SENDCAA, its officers, agents, employees and members, from all claims, suits or actions of whatsoever nature resulting from the arising out of the activities of the Provider or its agents or employees under this agreement.

### **Nondiscrimination**

SENDCAA makes available all services and assistance without regard to race, color, national origin, age, sex, political affiliation, handicap or status with respect to marriage or public assistance, and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 as amended, the Human Rights act codified in Chapter 24-02.4 of the North Dakota Century Code and the Americans with Disabilities Act of 1990, which protects the rights of the disabled against discrimination in hiring, advancement, discharge compensation and training and gives disabled individuals access to public transportation, public places and other public services. Persons who contract with or receive funds to provide services for SENDCAA are obligated to abide by the provisions of these federal laws.

**Termination**

1. This agreement may be terminated by mutual consent of the parties, upon thirty (30) days notice in writing, and delivered by certified mail or in person.
  
2. SENDCAA may terminate or modify this agreement effective upon delivery of written notice to the Provider, or at such later date as may be established by SENDCAA, under any of the following conditions:
  - a. If federal or state regulations or guidelines are modified, changed or interpreted in such as way that the services are no longer allowed for the funding purposes authorized by this agreement.
  - b. If the Provider fails to provide services under the terms of this agreement with the time specified herein or any extension thereof.
  - c. Failure to correct those items identified by SENDCAA within thirty(30) days or written notice from SENDCAA shall result in termination of this agreement.

We, the undersigned, agree to the terms and conditions as outlined in this agreement which is binding through September 30th, 2010.

\_\_\_\_\_  
Signature  
Executive Director  
Gladys Ray Shelter

\_\_\_\_\_  
Signature  
James Kappel, Executive Director  
SENDCAA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ASSESSMENT DEPARTMENT**

June 17, 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 by Bryan & Tifanie Gelinske. A description of the property involved, type of improvements to be made and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,025 with the City of Fargo's share being \$135.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka", written in a cursive style.

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 Bryan + Tifanie Gelinske Phone No. 701-364-9437

2. Address of Property 1602 3rd St N  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, Lot 301 + 520 ft of 302, North Broadway

4. Parcel Number 01-2100-0193-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1602 3rd St. N  
City Fargo State ND Zip Code 58102

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Addition + Basement finishing

7. Building Permit No. 2007-0684 / 2006/1442 Year Built 1950

9. Date of Commencement of making the improvement 4/01/2007

10. Estimated market value of property before improvement \$ 127,000

11. Cost of making the improvement (all labor, material and overhead) \$ 50,000

12. Estimated market value of property after improvement \$ 178,000

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature By M.G. Date 6-10-09

**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 YEAR  
Assessor's Signature Dee Bushka Date 6/19/09

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

Page 20  
**APPLICATION FOR A LOCAL PERMIT**

City of Fargo  
 Rev. 10-07

OK 6-17-09  
 CR#1843  
 25.00  
 (91)

Name of Non-profit Organization <i>The Arc of Cass County</i>		Date(s) of Activity <i>10/6/09 to 10/6/09</i>	
Person Responsible for the Gaming Operation <i>Bonnie Fischer</i>		Title <i>Admin. Assist.</i>	Business Phone Number <i>293-8191</i>
Business Address <i>215 N Univ. Dr.</i>	City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different) <i>Same</i>	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Kamada Plaza Suites</i>		Site Address <i>1635 42nd St SW</i>	
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58103</i>	County <i>Cass</i>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	John Deere Chain Saw	\$475.00	Raffle	Gate City Gift Bundle	\$40.00
	32" TV Sanyo	425.00		Wal mart Gift Card	30.00
	Sonyo Digital Camera	105.00		2 Target Gift Card	20.00
	Sony Stereo	105.00		1 Target Gift Card	20.00
	Gift Pack	100.00			
	Wal mart Gift Card	100.00			
	Wal mart Gift Card	100.00			
	Tiffany Bulb Lamp	88.00			
	Wal mart Gift Card	50.00			
Total:					(Limit \$12,000 per year) \$1,658.00

Intended uses of gaming proceeds: Programs for individuals with developmental disabilities

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

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

**PRIZE RESTRICTIONS:**

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

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

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

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

Signature of Top Executive Official <i>Janell Malpert</i>	Date <i>6-17-09</i>	Title <i>Ex. Director</i>	Daytime Phone Number <i>293-8191</i>
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Paid 25.00 6-25-09

VA 1723

99

# APPLICATION FOR A LOCAL PERMIT

City of Fargo  
Rev. 10-07

Name of Non-profit Organization <i>FM/AM Rotary</i>		Date(s) of Activity <i>Sept 2009 to Feb 2010</i>	
Person Responsible for the Gaming Operation <i>Herb Schmidt</i>		Title <i>President</i>	Business Phone Number <i>701-361-0547</i>
Business Address <i>P.O. Box 1570</i>		City <i>Fargo</i>	State <i>ND</i>
Mailing Address (if different)		City	Zip Code <i>58107</i>
Name of Site Where Game(s) will be Conducted <i>Fargo Ramada Inn</i>		Site Address	
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58103</i>	County <i>Cass</i>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input checked="" type="checkbox"/> Sports Pool			

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
<i>Monday Night Football Pool</i>	<i>\$50<sup>00</sup>/sq. over 17 weeks</i>	<i>\$50<sup>00</sup></i>
	<i>Total Payout over 17 wks</i>	<i>\$5100</i>

Game Type	Description of Prize	Retail Value of Prize
Total:		<i>\$5100<sup>00</sup></i> <small>(Limit \$12,000 per year)</small>

Intended uses of gaming proceeds: *Donations to groups on club designated as recipients*

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," indicate the total value of all prizes previously awarded: *\$5100<sup>00</sup>*. This amount is part of the total prize limit of \$12,000 per year.

**PRIZE RESTRICTIONS:**

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

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

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

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

Signature of Top Executive Official <i>Herb Schmidt</i>	Date <i>06-25-2009</i>	Title <i>President</i>	Daytime Phone Number <i>701-235-7341</i>
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June 29, 2009

To: City Commission

From: Tim Dirks, Director  
Fargo Public Library

Change order 002 represents the cost for additional interior signage for the Main Library (\$5,782.00) and an alteration to the Dr. James Carlson Library sign (\$4,785.00). The total cost being \$10,567.00

**Recommended motion:** To approve Change order 002 to the signage contract with SDDI for a total of \$10,567.00

**Attachments:**  
Change order 002 for SDDI



Change Order

<b>PROJECT (Name and address):</b> Fargo Main Public Library 102 North 3rd Street Fargo, ND 58102	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> May 19, 2009	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> SDDI 8631 Eagle Creek Circle Savage, MN 55378	<b>ARCHITECT'S PROJECT NUMBER:</b> 2005025 <b>CONTRACT DATE:</b> March 6, 2009 <b>CONTRACT FOR:</b> Fargo Public Library Signage	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Increase size of E1 sign and footing.	ADD \$4,785.00
2. Add library sign at existing east parking lot sign.	ADD \$1,285.00
3. Add signs A3a, A3b, A4, F1a and vinyl lettering; add brackets for magnetic flags	ADD \$4,497.00
	<b>TOTAL ADD \$10,567.00</b>

The original Contract Sum was	\$ 73,732.75
The net change by previously authorized Change Orders	\$ 1,904.00
The Contract Sum prior to this Change Order was	\$ 75,636.75
The Contract Sum will be increased by this Change Order in the amount of	\$ <del>10,567.00</del>
The new Contract Sum including this Change Order will be	\$ 86,203.75

The Contract Time will be unchanged by Eighty ( 80 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is June 29, 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, Ltd.</u> <b>ARCHITECT (Firm name)</b>	<u>SDDI</u> <b>CONTRACTOR (Firm name)</b>	<u>City of Fargo (Dennis Walakar-Mayor)</u> <b>OWNER (Firm name)</b>
<u>701 South 2nd Street, Minneapolis, MN 55401</u> <b>ADDRESS</b>	<u>8631 Eagle Creek Circle Savage, MN 55378</u> <b>ADDRESS</b>	<u>200 North Third Street Fargo, ND 58102</u> <b>ADDRESS</b>
<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>
<u>Jeffrey Mandyck</u> <b>(Typed name)</b>	<u>Ryan Haen</u> <b>(Typed name)</b>	<u></u> <b>(Typed name)</b>
<u>May 19, 2009</u> <b>DATE</b>	<u>5-29-09</u> <b>DATE</b>	<u></u> <b>DATE</b>



OFFICE OF THE CITY ATTORNEY

June 16, 2009

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

**Re: 45<sup>th</sup> Street South/County Road 20 (SID #5799)**  
*Campbell/Gompf – Temporary Construction Easement*

Dear Commissioners:

We require a 50-foot construction easement from the owners of property north of the Airport, James Gompf and John Campbell. They have requested that we agree to be responsible for their fence and the livestock it encloses as a condition for granting the temporary construction easement. We have negotiated this with them and herewith submit a temporary construction easement containing the negotiated clauses.

RECOMMENDED MOTION: I/we hereby move to approve a temporary construction easement agreement with the affected landowners for the Westside Sewer Project No. 5799 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:\AUS\GBS\CITY\Engineer (112)\45th Str W-west side corridor (SID #5656) - 495\ltr to commission w gompf temp.doc



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that JOHN M. CAMPBELL and JAMES L. GOMPF, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 ovc), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANT/S UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a 50-foot temporary construction easement over, upon and in land hereinafter described for the purpose of installing a sanitary sewer centered on the tract of land hereinafter described, to-wit:

A Temporary Easement for construction purposes over and across that part of the Southeast Quarter (SE¼) of Section Fourteen (14), Township One Hundred Forty (140) North, Range Forty-nine (49) West, Cass County, North Dakota, described as follows:

A strip of land being the West Fifty Feet (50.00') of the East Eighty-three Feet (83.00') South of County Highway 20 right-of-way of said described tract. Containing 33,083 square feet or 0.76 acres, more or less.

Said tract of land is pictorially represented and incorporated herein on the attached plat drawing as Exhibit "A".

Grantors, their successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made. Provided, however, that Grantee's officers, contractors, agents and employees shall be responsible for, and repair any damage caused by their use of the property.

Grantors, their successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said tract to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantors expressly warrant and state that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere

in any manner with the said tract to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

By acceptance and use of this temporary construction easements, Grantee agrees to indemnify and hold Grantors harmless from any and all responsibilities for damage to or loss caused by use of the subject premises for this temporary construction easement. This shall include any damage caused to the existing fence and to Grantors' tenant who is leasing Grantors' property for horse pasturage. In exercising use of this temporary construction easement, Grantee will and shall cause its contractor to take due care to protect Grantors' fence and Grantors' tenant's horses and other property.

This easement shall not extend beyond December 31, 2010.

IN WITNESS WHEREOF, Grantors have set their hands and caused this instrument to be executed this \_\_\_\_ day of June, 2009.

GRANTORS:

  
\_\_\_\_\_  
JOHN M. CAMPBELL  
  
\_\_\_\_\_  
JAMES L. GOMPFF

GRANTEE:

THE CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

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

ATTEST:

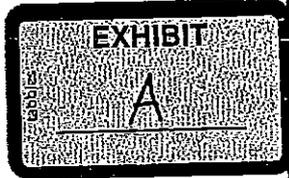
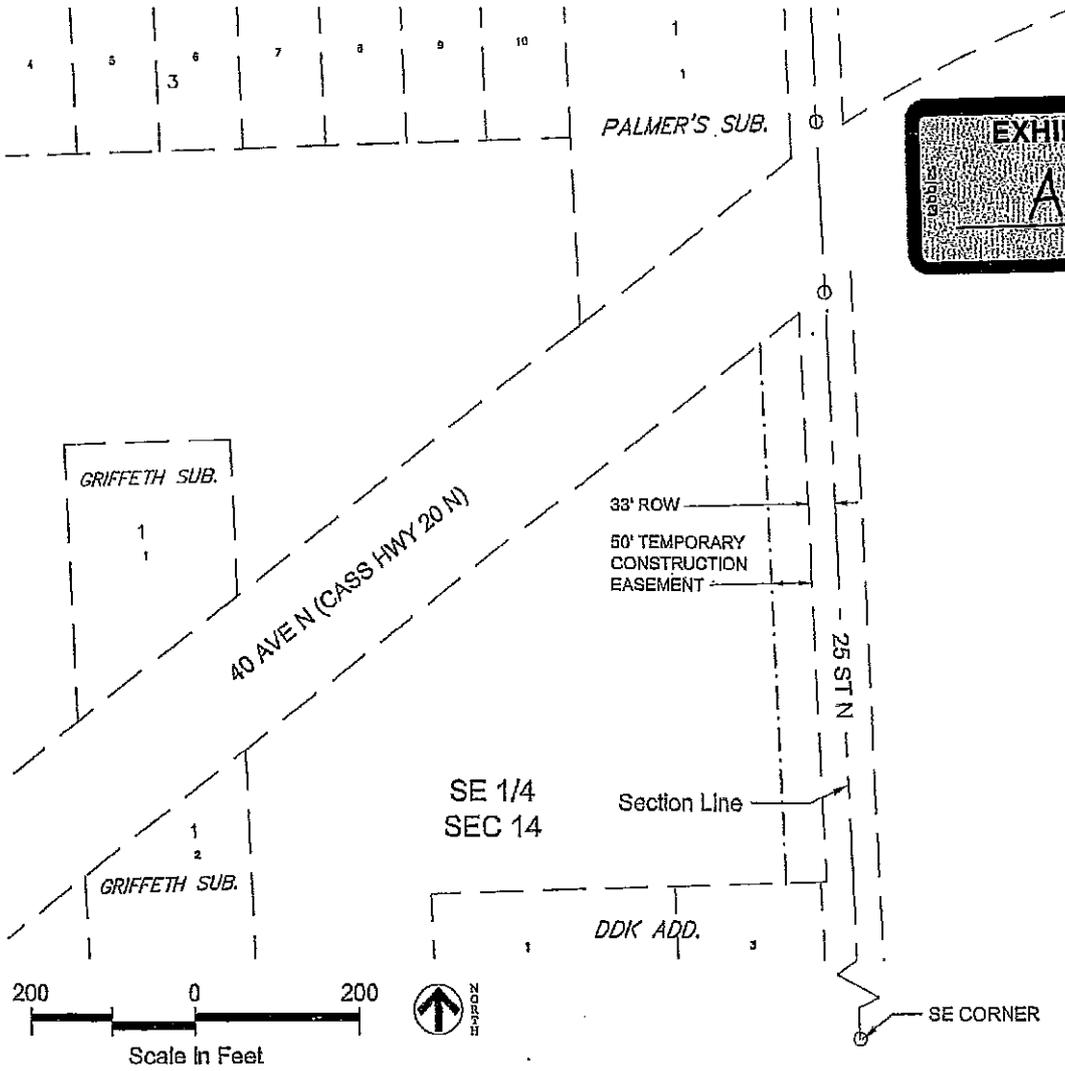
  
\_\_\_\_\_  
Steven Sprague, City Auditor

N1000 2005  
 S&F Page 08 20 Force Main Easements/Veget. Adj. Cass County, ND

# CERTIFICATE OF SURVEY

## John M. Campbell & James L. Gompf

Southeast Quarter of Section 14, T140N, R49W, Cass County, North Dakota



### CERTIFICATE OF SURVEYOR

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

*Steven E. Swanson*  
 Steven E. Swanson, PLS  
 ND 4185

Date: *8-28-2008*



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N2° 40' 18"W	1283.74 FT
L2	S53° 34' 53"W	39.81 FT
L3	S53° 34' 53"W	790.18 FT
L4	N82° 46' 47"W	14.00 FT

### LEGEND

- CORNER SET THIS SURVEY
- FOUND CORNER

EXHIBIT "A"

Plat Date: 08/28/2008  
 Drafter: Steven E. Swanson

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

CERTIFICATE OF SURVEY  
 Fargo CR 20 Force Main  
 P00803-2007-52

OWNER: John M. Campbell &  
 James L. Gompf

City of  
 Fargo, ND  
 1



June 18, 2009

**MEMORANDUM**

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To: PWPEC Members

From: Jeremy M. Gorden, Senior Engineer – Transportation *JMG*

Subject: Approval of Project Concept Report for the 2 Red River Pedestrian Lift Bridges

I have attached the Executive Summary and a number of Figures associated with the Project Concept Report (PCR) that SRF is in the process of completing for the replacement of the 2 existing pedestrian lift bridges along the Red River. Peggy Harter from SRF will be in attendance at the meeting on Tuesday to give a brief overview of the goings-on of this project. We had high hopes for this project as the American Recovery and Reinvestment Act was being talked about, but in the end no funding was allocated for this work. Our goal is to complete the PCR and also the final design this summer so that the next time funding comes around, we are as "shovel ready" as we can be. We will continue to apply for any type of funds available to complete this project. The recommended motion on this item is to approve the PCR as written and send it to the City Commission for the Mayor's signature.

Attachment  
JMG/jmg

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

## EXECUTIVE SUMMARY

### **Project Description**

The proposed project is located at two existing bicycle/pedestrian bridges over the Red River of the North (Red River) between the Cities of Fargo, North Dakota, and Moorhead, Minnesota. The two bridges are the Oak Grove/Memorial Bridge and the Lindenwood/Gooseberry Bridge. The Oak Grove/Memorial Bridge connects Oak Grove Park in Fargo to Memorial Park in Moorhead and the Lindenwood/Gooseberry Bridge connects Lindenwood Park in Fargo to Gooseberry Park in Moorhead. The proposed improvements include construction of new bridges, new bridge abutments with pile foundations, enhanced bridge and approach lighting, and installation of a mechanical lift at both the Lindenwood/Gooseberry and Oak Grove/Memorial pedestrian bridges over the Red River at their existing locations. The proposed improvements are being administered by the City of Fargo under project number 5884 and the NDDOT under project number TEU-8-984(056)055 PCN 344.

### **Project Schedule**

Currently the Project Concept Report will be completed in May 2009 and the final design plans are projected to be complete in June 2009. Final design plans are being completed separately for each bridge. Dependent on the availability of transportation enhancement funds from the state of North Dakota through the Economic Stimulus and Recovery Act; the Lindenwood/Gooseberry Bridge may be constructed as early as Summer/Fall 2009. The plans for the Oak Grove/Memorial Bridge will be completed, however; no specific funding is available for the project at this time. The City of Moorhead has identified the Oak Grove/Memorial Bridge project as a high priority transportation enhancement project for the City.

### **Purpose of the Project**

The purpose of the proposed bridge improvements is to:

- Maintain safe pedestrian crossings of the Red River between the Cities of Fargo and Moorhead.
- Increase the availability of the bridges to the traveling public during periods of minor flooding and during the weeks leading up to and following major spring flooding.

Raising the new bridge abutments by approximately three feet will increase the clearance above the normal (non-flood stage) water elevation. This will reduce the amount of river debris impeded by the bridge and increase the number of days that pedestrians can use the bridges each year. Floating debris is caught by the bridges when heavy rains cause variations in the water level. The debris places damaging forces on the bridges. Water, followed by mud and sediment deposited on the bridge deck, renders the bridges unusable by the public during and after these occurrences.

The purpose of installing lift mechanisms on the bridges is to eliminate the use of large cranes to remove the bridges from their abutments each year in preparation for spring floods, and to replace them after floodwaters have subsided. The cranes currently used to remove and replace the bridges create bowing of the truss bottom chords, which is caused by the “clamping forces” of the equipment attached to the structures to lift them. The proposed installation of lift mechanisms integral to the bridge structures would eliminate the need to use damaging equipment to remove and replace them. It would also substantially reduce the amount of time that the bridges are unavailable before and after spring flooding and increase the number of days that pedestrians and bicyclists can use the bridges each year. The duration of spring floods usually lasts less than 30 days. However, it takes time to put the bridges back in place due to spring weight restrictions, which prohibit the transport of heavy equipment needed to replace the bridges. Furthermore, the transport of the cranes to each side of the riverbank results in damage to the adjacent bike trails.

Between spring flooding and summer-time spikes in water elevation due to rainfall, the bridges are unavailable to the public for an average of 93 days per year. The proposed bridge improvements are expected to reduce this to an average of 23 days per year.

The treated timber decking on the bridges is showing signs of cracking, opening of timber joints, and loosening of attachments to the trusses, resulting in the need to replace the bridge deck. The existing bridges are also approximately 20 feet shorter than they need to be for the width of the river. The existing bridges were built to design standards in 1977 and do not meet current design standards for loading, width, height, and railing. Replacement of the pedestrian bridges is necessary so that new bridges will be in place before the existing structures are no longer usable. Other river crossing options are very limited, especially at the Lindenwood/Gooseberry Bridge where the closest river crossing is at I-94, which is not a desirable option for pedestrians and bicyclists. Lighting on the bridges and the bridge approaches is no longer functional, and needs to be included for the safety of the traveling public.

### **Need for the Project**

The proposed pedestrian bridge improvements are needed to reduce the number of days that the bridges are inaccessible to the public, to improve the safety and reliability of these structures, and to protect the investment that has already been made in the bike trail system. The improvements are needed to provide a reliable modal choice for those that choose to bike or walk for their daily commute, to enhance recreational opportunities, and promote active living.

### **Scope of Work**

The proposed improvements to the two bridges are partially based on the recommendations of the Lifespan and Replacement Study of the Fargo-Moorhead Bicycle/Pedestrian Bridges, completed in June 2006. The proposed improvements include construction of new bridges, new bridge abutments with pile foundations, enhanced bridge and approach lighting, and installation of a mechanical lifts at the Lindenwood/Gooseberry and Oak Grove/Memorial pedestrian bridges over the Red River at their existing locations.

The new Lindenwood/Gooseberry Bridge would be constructed 165 feet long by 10 feet wide with weathering steel trusses and timber decking. The new bridge will meet current AASHTO design standards with a minimum loading of 85 pounds per square foot. The new bridge would be constructed in the same location as the existing bridge. The proposed bridge profile and location of the new bridge is shown in Figure 2-1.

The new Oak Grove/Memorial Bridge would be constructed 165 feet long by 10 feet wide with weathering steel trusses and timber decking. The new bridge will meet current AASHTO design standards with a minimum loading of 85 pounds per square foot. The new bridge would be constructed in the same location as the existing bridge. The proposed bridge profile and location of the new bridge is shown in Figure 2-2.

It is proposed that the lift mechanism would consist of steel piling, a concrete abutment, concrete base for ice protection, and a vertical truss system to provide lifting capability with an integral lifting mechanism. The vertical lifting capability would consist of a cable hoisting system powered by an electric motor. The hoisting system power lift would be provided to each end of the bridge in a manner that allows coordinated and simultaneous raising/lowering of each end of the bridge. The controls to raise and lower the bridges will be housed in a remote location at an elevation higher than the 100-year flood plain. The controls will be housed on the Fargo side of the river for the Lindenwood/Gooseberry Bridge and on the Moorhead side of the river for the Oak Grove/Memorial Bridge. An illustrative sketch of how the proposed lift mechanism will look is shown in Figure 2-3.

Enhanced bridge and approach lighting of the pedestrian bridges will be provided from fixtures mounted on the lifting towers at an elevation that is not affected by spring flooding.

## Alternatives

### No-Build Alternative

The No-Build Alternative includes no improvements to the Lindenwood/Gooseberry or the Oak Grove/Memorial pedestrian/bicycle bridges that currently exist over the Red River and no modifications to the manner in which the bridges are removed from harm's way during major flood events. This alternative is used as a baseline for comparison of impacts.

### Preferred Alternative

The Preferred Alternative which includes construction of new bridges, new bridge abutments with pile foundations, enhanced bridge and approach lighting, and installation of a mechanical lifts at the Lindenwood/Gooseberry and Oak Grove/Memorial pedestrian bridges over the Red River at their existing locations is described under the Scope of Work.

Preliminary construction cost of the pedestrian bridges, the new lift mechanisms, lighting enhancements, and extension of the trail system to tie into the bridge is approximately \$767,000 for the Lindenwood/Gooseberry Bridge and \$767,000 for the Oak Grove/Memorial Bridge. Table 2-1 summarizes cost estimates for the proposed improvements. A more detailed cost estimate can be found in Appendix A.

### Alternatives Eliminated from Consideration

The following alternatives were eliminated from consideration. Rationale for elimination of alternatives is noted.

- Minimum Repairs, Add Lighting, Raise Bridge 3-Feet, and Add Mechanical Lift

The minimum bridge repairs associated with this alternative included replacing the existing decking and abutment repairs. Upon review of the existing bridges at the beginning of this project in 2009, it was noted that the existing bridges were built to meet the codes that were current in 1977, which have since changed. Therefore, the existing bridges would not meet current codes such as design loads on the bridge even after the minimum bridge repairs as describe above were completed. It was also noted at a site visit that the existing bridges in their existing locations were approximately ten feet too short on each embankment. It would not be a viable option to lengthen the existing bridges by ten feet on each end. The existing bridges also do not meet current design standards for width and height.

Other options that were considered during the Lifespan and Replacement Study of the Fargo-Moorhead Bicycle/Pedestrian Bridges, completed in June 2006 included:

- Minimum Repairs and No Enhancements
- Minimum Repairs, Add Lighting, and Add Lift
- Minimum Repairs, Add Lighting, and Raise the Bridge 3-Feet

These 2006 study committee eliminated these options from the preferred alternative based on Life Cycle Cost, Bridge Access, Annual Maintenance, Public Input, and River Recreation/Navigation. All of the options as described above along with their preliminary cost estimates from the 2006 study are shown for the Lindenwood/Gooseberry Bridge and Oak Grove/Memorial Bridge in Figures 2-4 and 2-5 respectively.

#### **Comments from the Draft PCR**

##### Jeremy Gorden – City of Fargo

No comments.

##### Bob Zimmerman – City of Moorhead

*Q. Did we send an SOV letter to the MPCA? Are we disturbing more than 1 acre on the Minnesota side of the river? If so, an MPCA construction storm water permit will be required.*

R. An SOV letter was not sent to the MPCA, however, we will not be disturbing more than 1 acre on the Minnesota side of the river.

*C. A City Grading/Erosion Permit will be required.*

R. This permit requirement was added to Table 4-1, Agency Permits and Approvals. Bob Zimmerman informed us that the permit should be requested from Andrea Crabtree-Nayes with the City of Moorhead.

*Q. Did we send an SOV letter to Michele Walker with the MN DNR. They have authority for permitting work near the river as well as authority related to floodplain issues. This work may require a DNR permit.*

R. Troy Erickson with SRF Consulting, who wrote the hydraulic analyses memo for the proposed work, will be contacting MN DNR regarding the required permits. This permit was also added to Table 4-1, Agency Permits and Approvals.

*Q. What is Mn/DOT's role? Are we seeking a courtesy review of the PCR or an official approval?*



### Focus Group Meeting

As part of the Lifespan & Replacement Study of the Fargo-Moorhead Bicycle/Pedestrian Bridges that was completed in 2006, Metro GOG sent several invitations to interested bicycle and pedestrian advocates for the focus group meeting. The meeting was held on July 22, 2004, from 3:00 to 5:00 p.m. One person attended the meeting and one participant who was unable to attend provided input via e-mail. The following input was collected during the focus group meeting in regards to either the Lindenwood/Gooseberry or Oak Grove/Memorial Bridges:

- The bridges are a very valuable resource for both recreation and transportation.
- If the bridges are to be replaced, look at alternative designs that include removable piers on the ends and a permanent center pier that would stay in place when the bridge is removed. The design should allow for the placement and removal of the bridge without using cranes.
- If lighting is included in the project, the light levels should be very low and should not be on all night.
- The existing bridge crossings need to stay, because they are a recognizable feature of the Fargo-Moorhead area.
- Several improvements should be considered at the Lindenwood/Gooseberry Bridge; the crossing at Roger Maris Drive should be realigned because it is not at 90 degrees; large rocks at the edge of the roadway are a hazard; the lift station's fence at Lindenwood Drive is a sight problem for bicyclists and a better connection from the trail system to the bridge is needed on both sides of the River.
- The Oak Grove access to the bridge is very intimidating. It needs better trail signage, better sight lines, and lighting all the way to the park entrance.

### Public Input Meeting

As part of the Lifespan & Replacement Study of the Fargo-Moorhead Bicycle/Pedestrian Bridges that was completed in 2006, a public meeting was held on July 22, 2004, from 5:00 to 7:00 p.m. at the Case Plaza Conference Room. Information was provided regarding the need for the study, the preliminary options for review, and comment sheets. Five written comments and four e-mail comments were received following the meeting. The majority of the comments for the Lindenwood/Gooseberry and Oak Grove/Memorial Bridges were in support of minimum repairs and enhancements and raising the structures to improve access during low level flooding. Other written comments included:

- More maintenance is needed on the existing bridges (replacement of timbers).
- Raise the bridges at Oak Grove and Lindenwood to improve boat and canoe access to the river.
- The bridges are a tremendous amenity for both communities.
- Year-round access to the bridges would be nice.
- Need to deal with flooding of the bridges.
- Need consistent trail access on both sides of the river.
- More bike paths are needed along the entire river corridor.

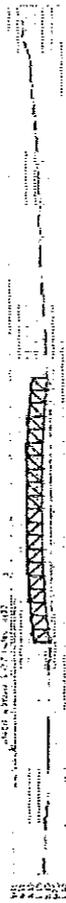
### Study Review Committee

As part of the development of this PCR, a Study Review Committee (SRC) was developed to guide the study process, provide input, review alternatives, and assist in refining concepts. The SRC included representatives from the City of Fargo, City of Moorhead, Fargo Parks District, Moorhead Parks Department, North Dakota Department of Transportation, Minnesota Department of Transportation, Federal Highway Administration, River Keepers, and Metro COG. The entire SRC met one time during the study process and a smaller group sub-study committee met an additional two times during the study process.

### Public Hearing

A Public Hearing was held on Thursday April 16, 2009 from 5:00 p.m. to 7:00 p.m. in the Commission Chambers at Fargo City Hall in Fargo, North Dakota. A formal presentation with a power point slide show was give at 5:30 p.m. A court report with Norman E. Mark of Fargo, North Dakota, was present at the public hearing. The court reporter recorded the formal presentation and question/answer session that followed. A Transcript of Public Hearing document was completed which includes the court reporter's Transcript of Public Hearing, court reporter's certification, sign-in-sheets, written comments received, public notifications, comment form, and the meeting power-point.

Option A



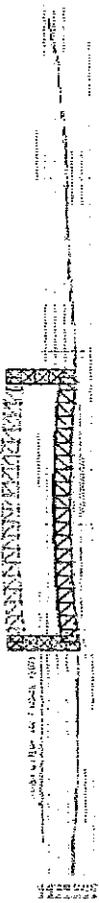
Project: Millbrook, North Dakota

Scale: 1" = 10'-0"

Sheet: 1 of 1

Item	Description	Quantity	Unit	Price	Total
1	Steel Deck	1000	Sq. Ft.	1.50	1500.00
2	Truss Members	100	Lbs.	15.00	1500.00
3	Diaphragms	10	Sq. Ft.	10.00	100.00
4	Paint	100	Sq. Ft.	1.00	100.00
5	Foundation	10	Sq. Ft.	10.00	100.00
6	Accessories	10	Sq. Ft.	1.00	10.00
7	Subtotal				3200.00
8	Contingency				320.00
9	Total				3520.00

Option B



Project: Millbrook, North Dakota

Scale: 1" = 10'-0"

Sheet: 1 of 1

Item	Description	Quantity	Unit	Price	Total
1	Steel Deck	1000	Sq. Ft.	1.50	1500.00
2	Truss Members	100	Lbs.	15.00	1500.00
3	Diaphragms	10	Sq. Ft.	10.00	100.00
4	Paint	100	Sq. Ft.	1.00	100.00
5	Foundation	10	Sq. Ft.	10.00	100.00
6	Accessories	10	Sq. Ft.	1.00	10.00
7	Subtotal				3200.00
8	Contingency				320.00
9	Total				3520.00

Option C



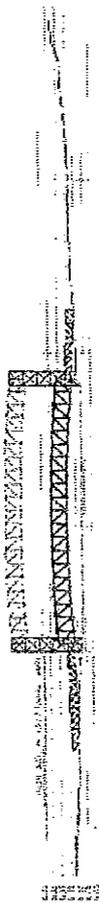
Project: Millbrook, North Dakota

Scale: 1" = 10'-0"

Sheet: 1 of 1

Item	Description	Quantity	Unit	Price	Total
1	Steel Deck	1000	Sq. Ft.	1.50	1500.00
2	Truss Members	100	Lbs.	15.00	1500.00
3	Diaphragms	10	Sq. Ft.	10.00	100.00
4	Paint	100	Sq. Ft.	1.00	100.00
5	Foundation	10	Sq. Ft.	10.00	100.00
6	Accessories	10	Sq. Ft.	1.00	10.00
7	Subtotal				3200.00
8	Contingency				320.00
9	Total				3520.00

Option D



Project: Millbrook, North Dakota

Scale: 1" = 10'-0"

Sheet: 1 of 1

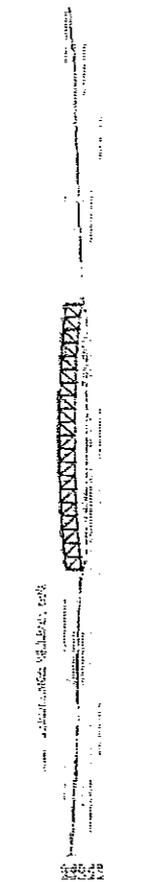
Item	Description	Quantity	Unit	Price	Total
1	Steel Deck	1000	Sq. Ft.	1.50	1500.00
2	Truss Members	100	Lbs.	15.00	1500.00
3	Diaphragms	10	Sq. Ft.	10.00	100.00
4	Paint	100	Sq. Ft.	1.00	100.00
5	Foundation	10	Sq. Ft.	10.00	100.00
6	Accessories	10	Sq. Ft.	1.00	10.00
7	Subtotal				3200.00
8	Contingency				320.00
9	Total				3520.00

**Oak Grove Memorial Bridge - Alternatives Eliminated from Consideration**  
 Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
 City of Fargo, North Dakota

Figure 2-5



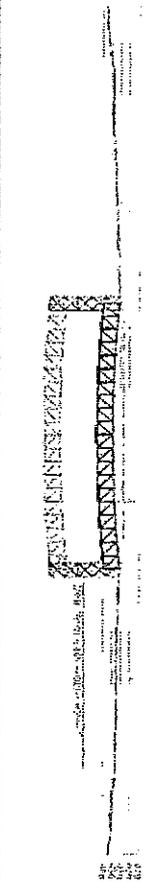
Option A



Option A - Alternative 1: 20' Deck, 20' Deck, 20' Deck

Item	Quantity	Unit Price	Total Price
Deck	1000.00	10.00	10000.00
Truss	1000.00	10.00	10000.00
Approach	1000.00	10.00	10000.00
<b>Total</b>			<b>30000.00</b>

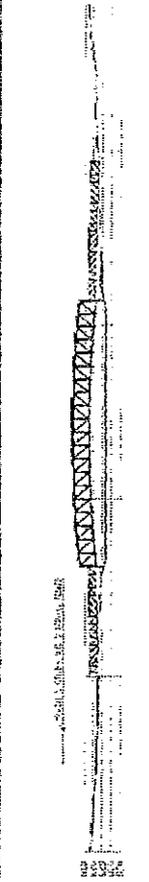
Option B



Option B - Alternative 2: 20' Deck, 20' Deck, 20' Deck

Item	Quantity	Unit Price	Total Price
Deck	1000.00	10.00	10000.00
Truss	1000.00	10.00	10000.00
Approach	1000.00	10.00	10000.00
<b>Total</b>			<b>30000.00</b>

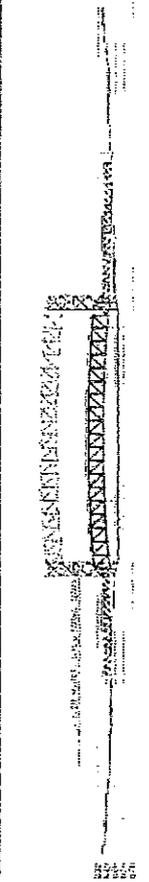
Option C



Option C - Alternative 3: 20' Deck, 20' Deck, 20' Deck

Item	Quantity	Unit Price	Total Price
Deck	1000.00	10.00	10000.00
Truss	1000.00	10.00	10000.00
Approach	1000.00	10.00	10000.00
<b>Total</b>			<b>30000.00</b>

Option D



Option D - Alternative 4: 20' Deck, 20' Deck, 20' Deck

Item	Quantity	Unit Price	Total Price
Deck	1000.00	10.00	10000.00
Truss	1000.00	10.00	10000.00
Approach	1000.00	10.00	10000.00
<b>Total</b>			<b>30000.00</b>



Lindenwood/Gooseberry Bridge - Alternatives Eliminated from Consideration  
 Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
 City of Fargo, North Dakota

Figure 2-4

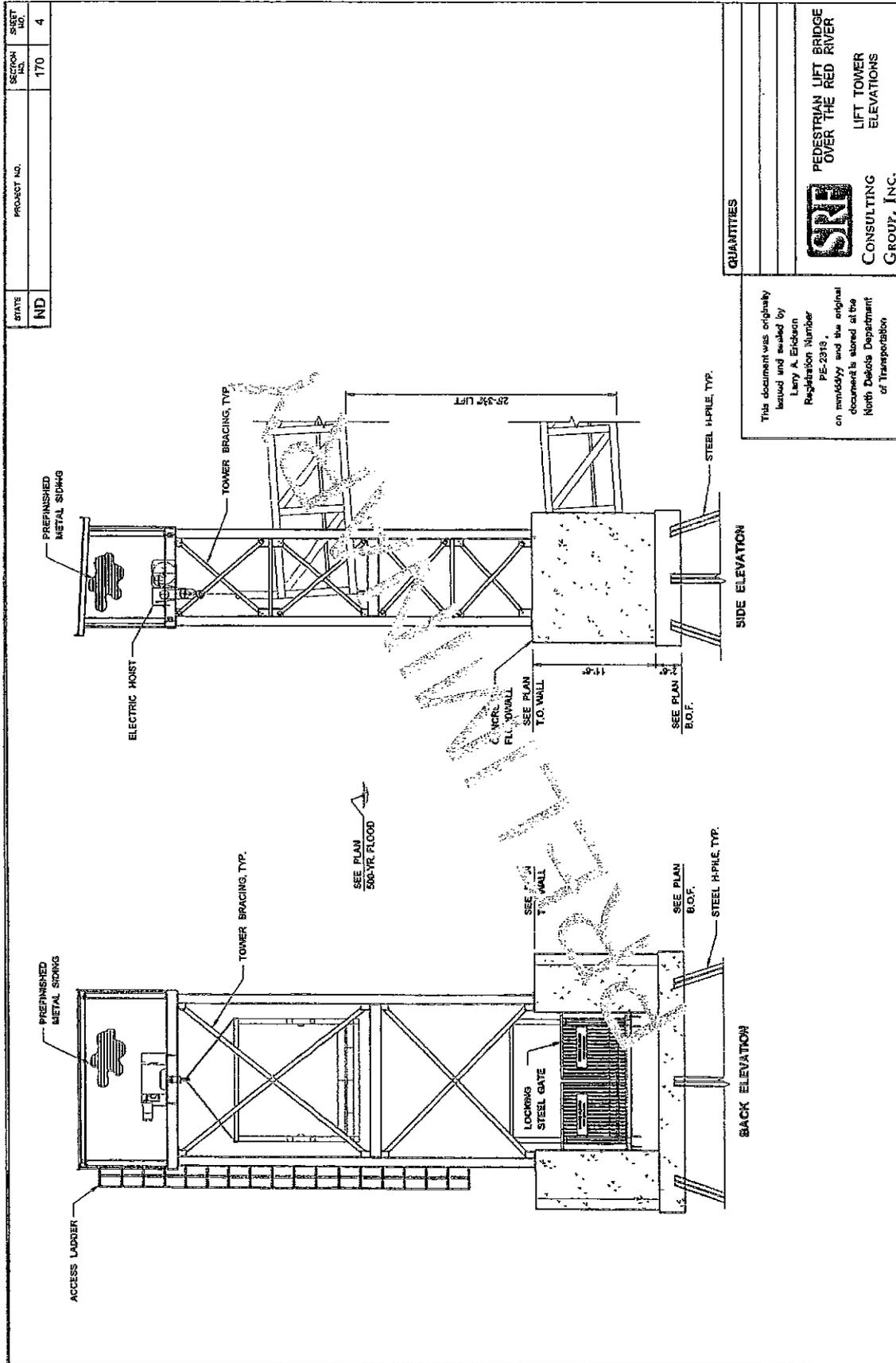
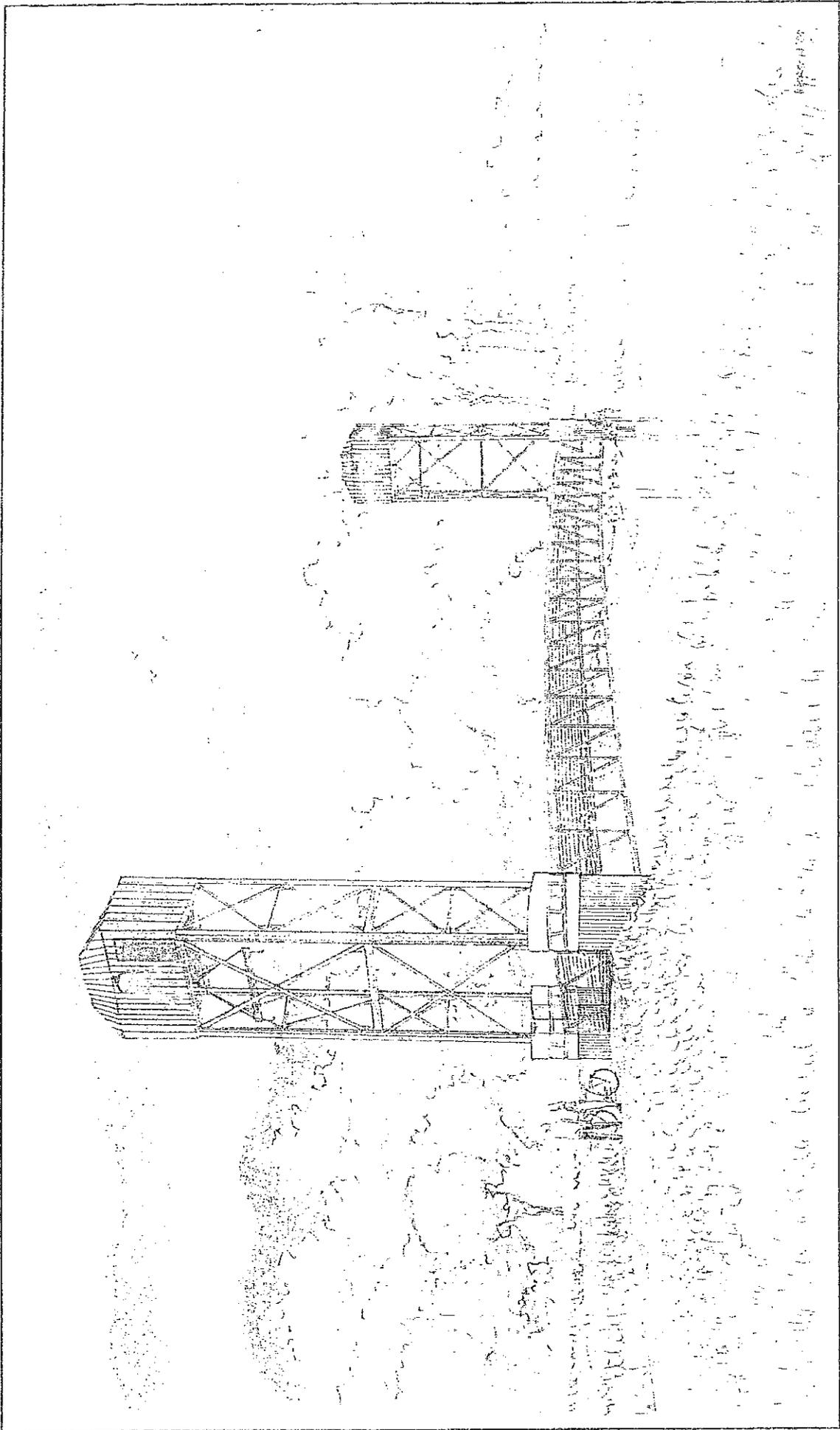


Figure 2-3

Proposed Mechanical Lift Towers for the Pedestrian Bridges  
 Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
 City of Fargo, North Dakota





**Aesthetic Drawing of the Lindenwood/Gooseberry and Oak Grove Memorial Bridges**  
Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
City of Fargo, North Dakota



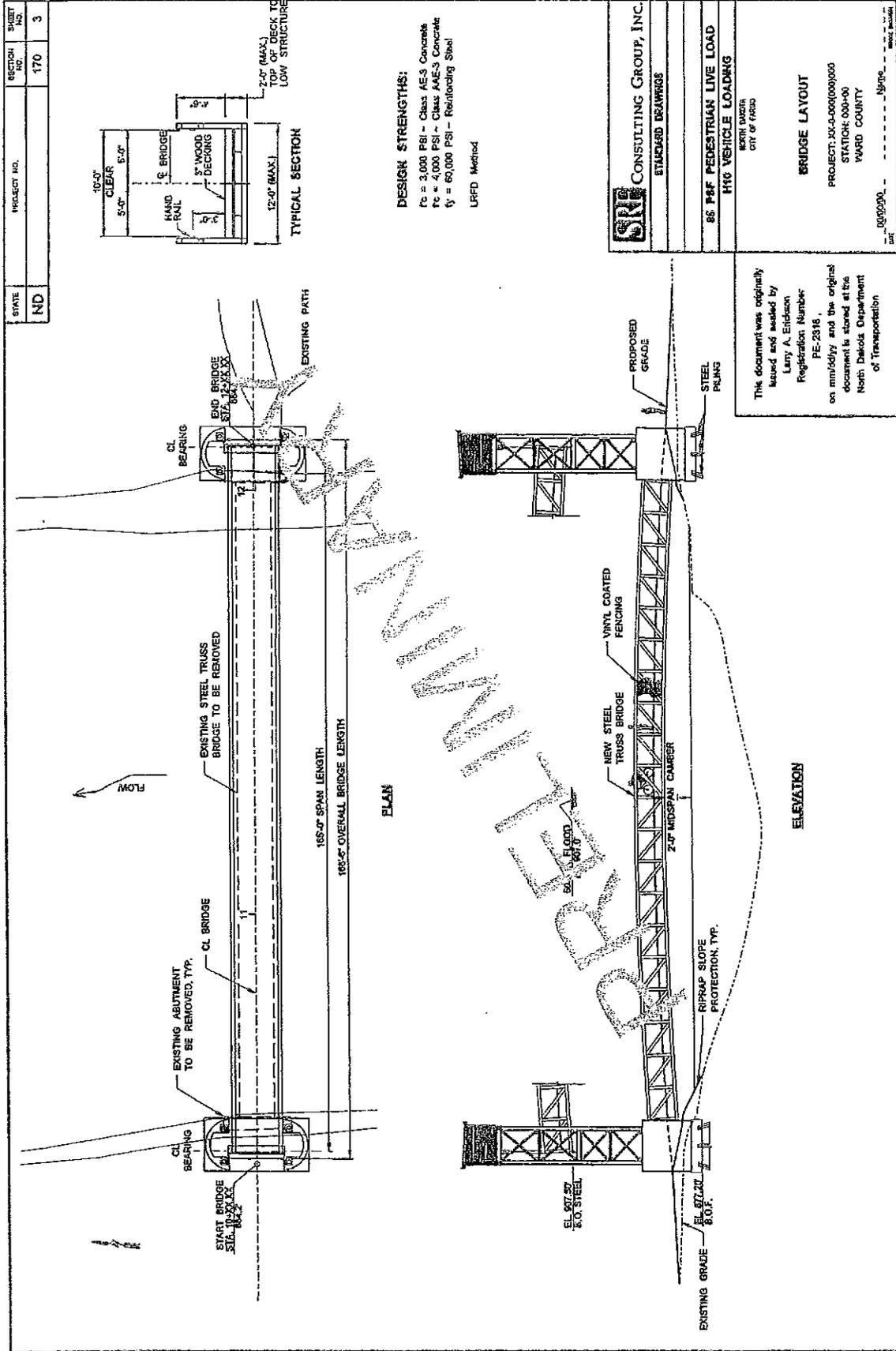
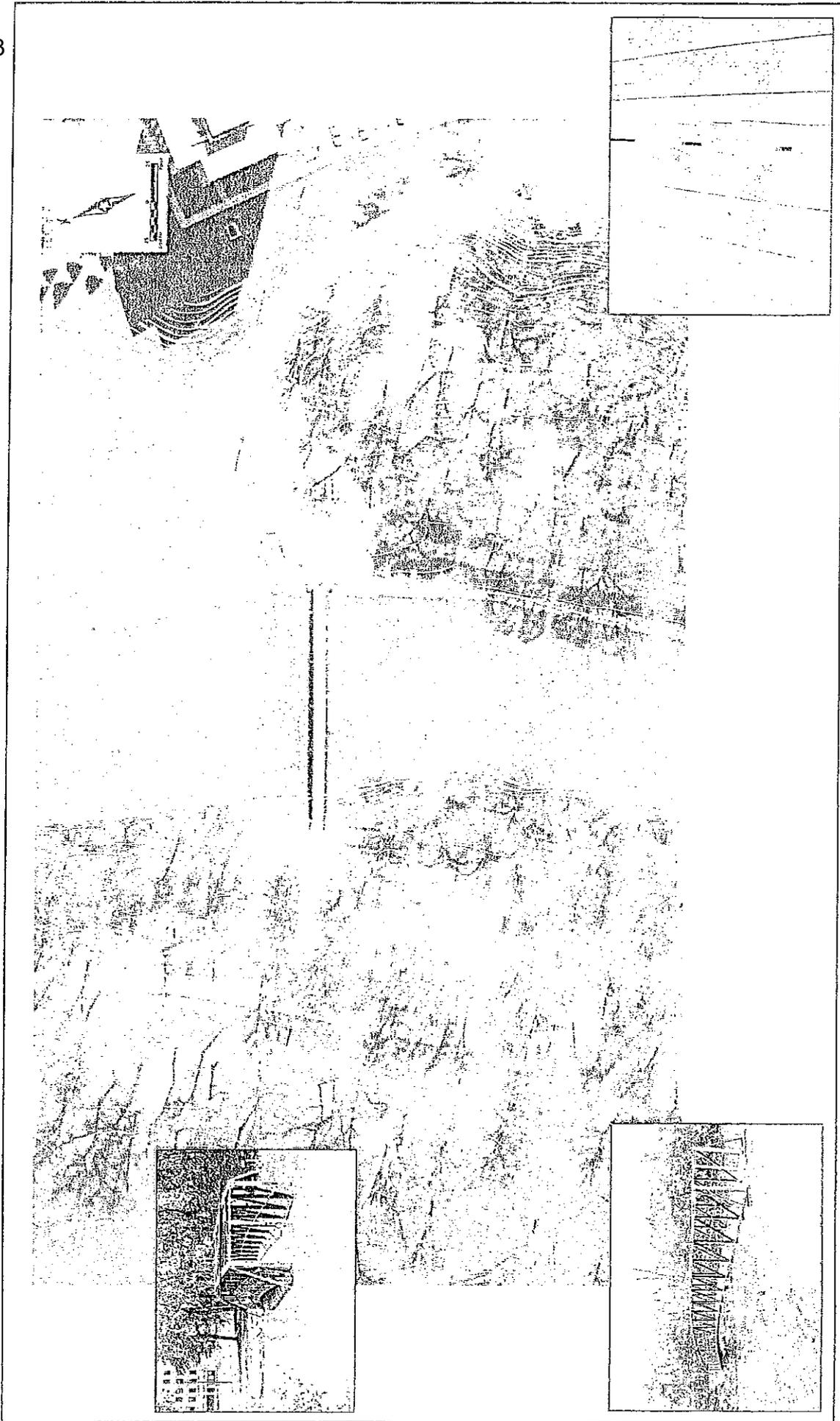


Figure 2-1

Proposed Improvements for the Lindenwood/Gooseberry and Oak Grove Memorial Pedestrian Bridge

Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
 City of Fargo, North Dakota





**Oak Grove Memorial Bridge - Existing Conditions**

Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
 City of Fargo, North Dakota

Figure 1-3

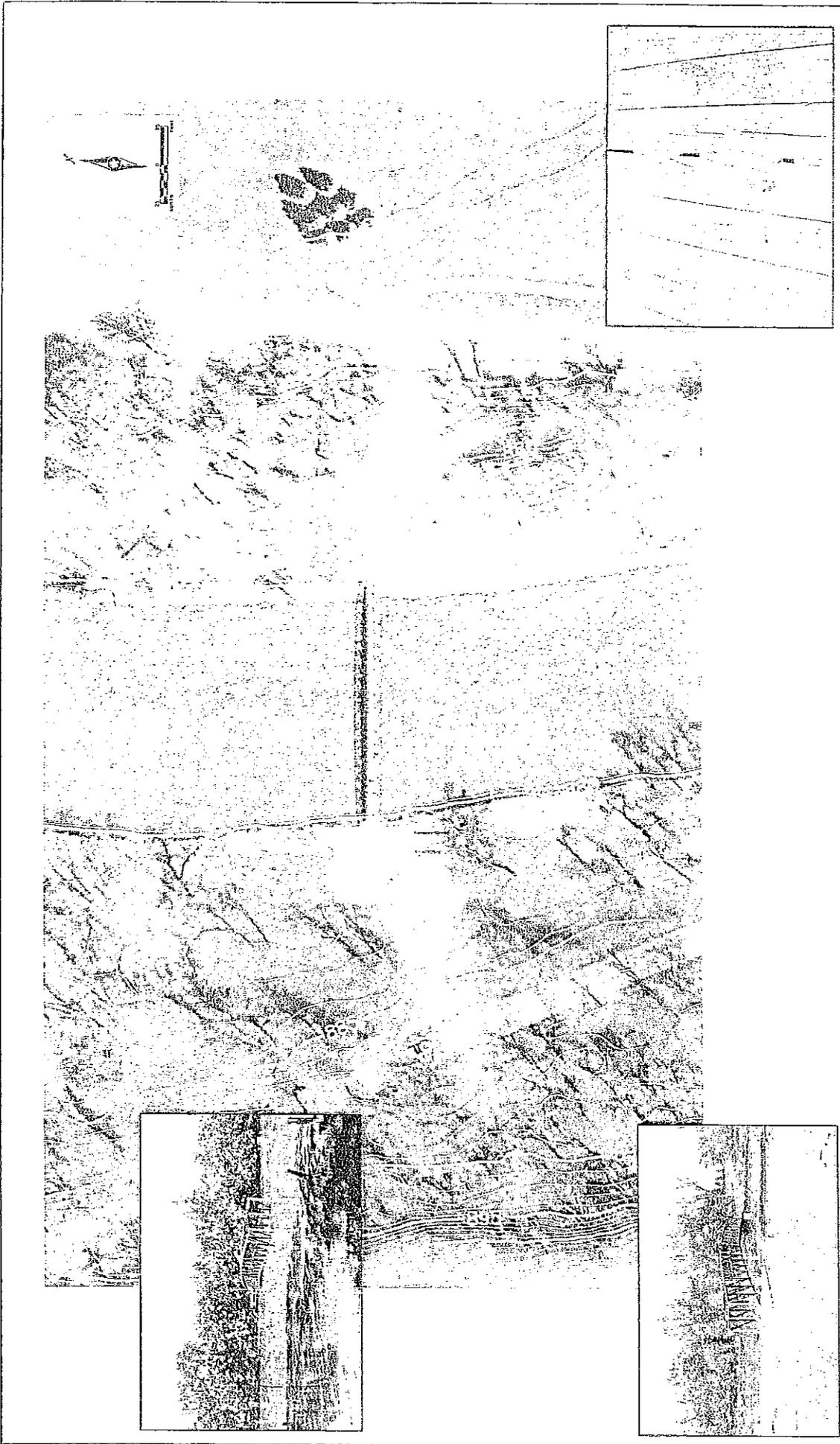
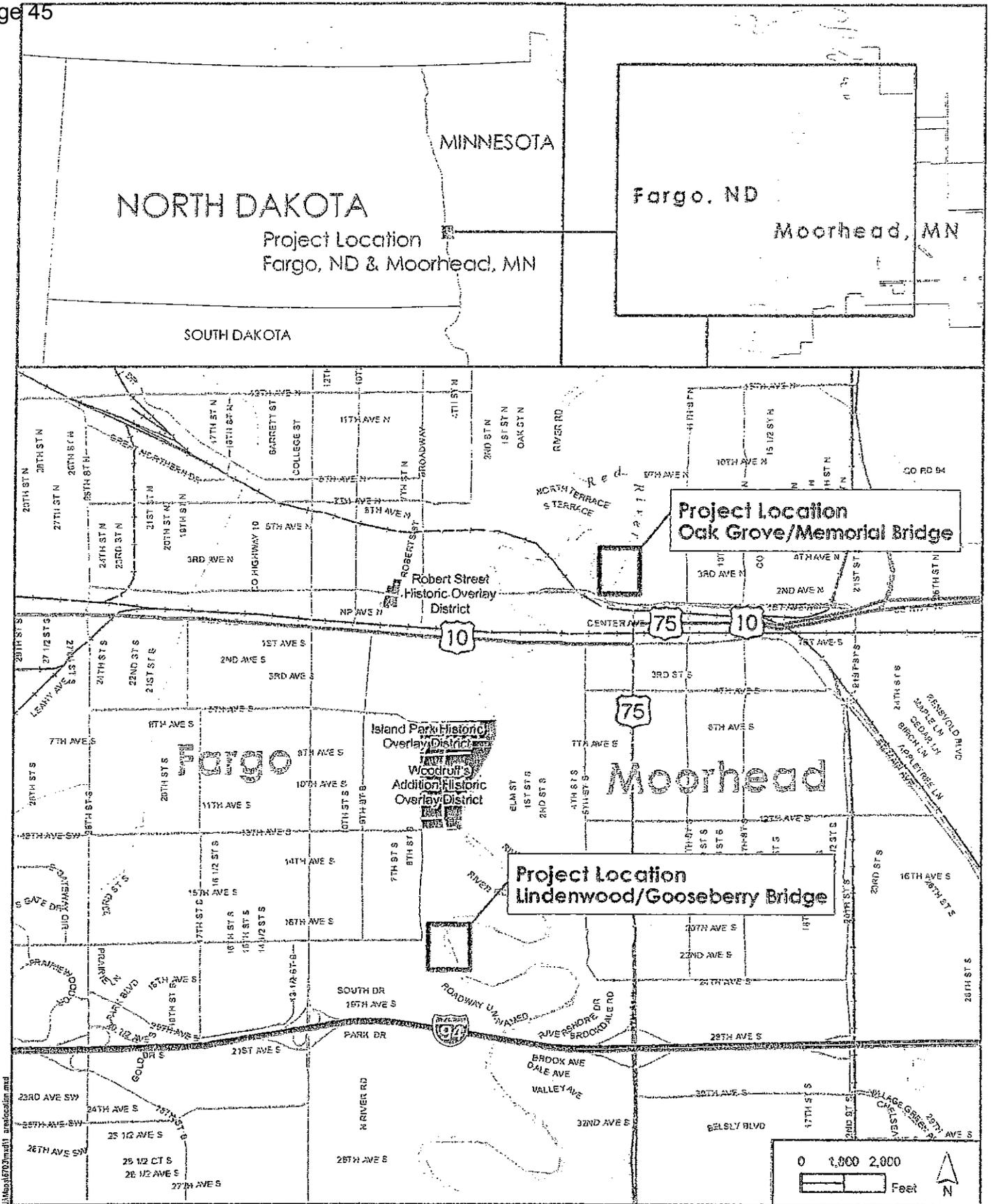


Figure 1-2

**Lindenwood/Gooseberry Bridge - Existing Conditions**  
Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
City of Fargo, North Dakota



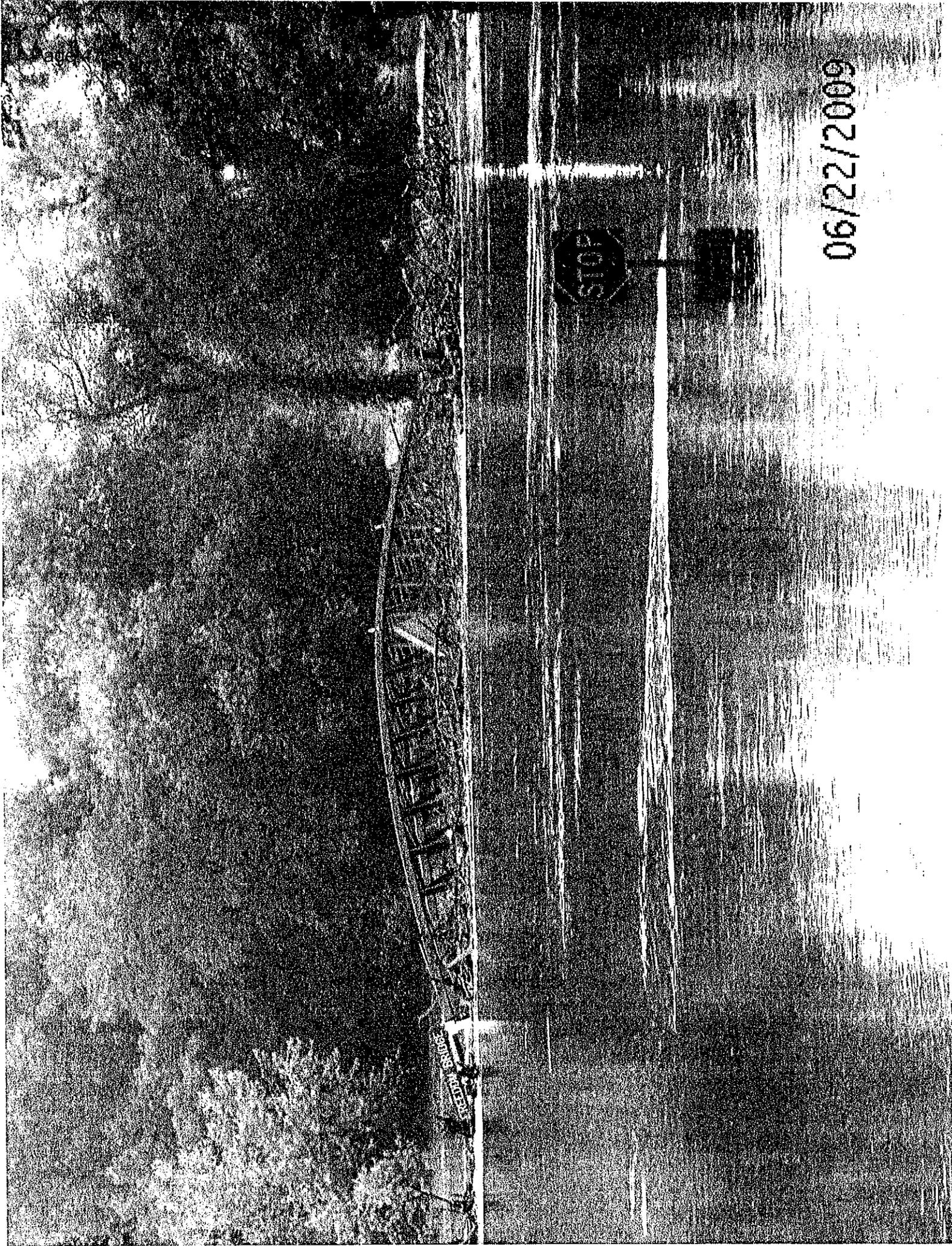


**Area Location**

Preliminary and Final Design for Lindenwood and Oak Grove Pedestrian Lift Bridges  
City of Fargo, North Dakota

Figure 1-1





06/22/2009

FREEDOM BRIDGE

STOP



## Pictometry Aerial Imagery

## 2009 Flood

6/17/2009

Pictometry International flew 6 inch aerial photos of the City of Fargo during this spring's flooding event. They flew on March 28<sup>th</sup> and March 29<sup>th</sup>. The imagery along the river is limited to the Fargo city limits. You can see their coverage area in Figure A below.

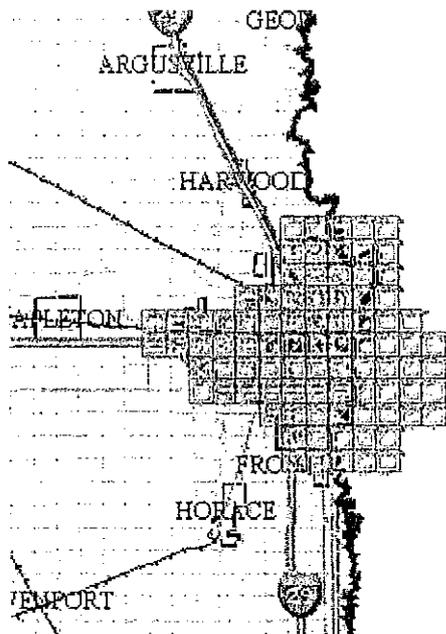


Figure A

The Pictometry photos are a mix of orthogonal imagery as well as 45° oblique imagery. The oblique imagery allows a user to see a different perspective of what is on the ground than just the straight up and down view we are accustomed to seeing from our aerial photography.

The imagery is georeferenced which will allow us to overlay base map information such as parcels or our levee coverage.

The imagery can be viewed in two different ways. Through a standalone viewer or an ArcMap extension both created by Pictometry International. We currently have an unlimited license for both of these options. Both viewers allow a user to take **approximate** distance, height, and area measurements.

Example of height measurement on 2<sup>nd</sup> ST N levee:



Height Tool Information: **16.78 feet**

We would also receive a MrSID mosaic image projected in the Fargo Coordinate System that we can view in AutoCAD, ArcMap, or CC-GIS.

The size of the imagery is going to be around 50GB.

The price is **\$18,009**.

Below are example images of Oak Grove.



Looking West

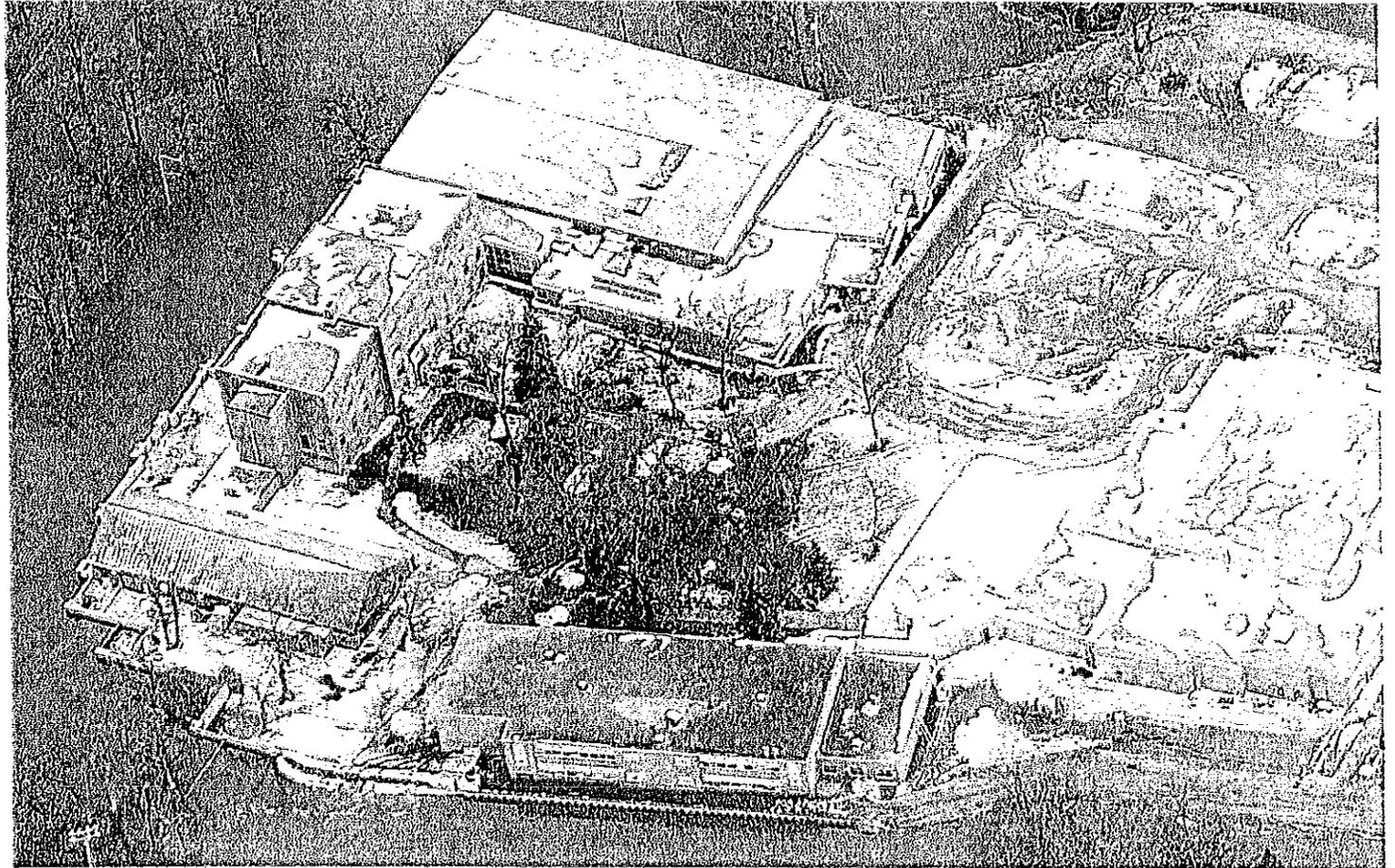


Looking North

P



Looking East



Looking South



Above



ENGINEERING DEPARTMENT

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

June 24, 2009



Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. 5896

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 24, 2009, for Flood Repairs & Incidentals, Project No. 5896, located at City right-of-way areas Main Avenue to north City limits.

The bids were as follows:

Specialized Contracting	\$218,665.10
Master Construction Co., Inc.	\$248,300.00
Opp Construction Company	\$257,535.00
Adelman Concrete & Excavating	\$263,755.00
Border States Paving, Inc.	\$267,690.00
Aggregate Industries	\$306,615.00
Strata Corporation	\$308,640.00
Northern Improvement Co.	\$334,180.00
Engineer's Estimate	\$290,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Specialized Contracting, in the amount of \$218,665.10 as the lowest and best bid.

Sincerely,

Mark H. Bittner  
City Engineer

MHB/jmg

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations



Office of the City Attorney

---

June 23, 2009

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

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

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

Re: City of Fargo Project No. 5718

Gentlemen:

I've attached duplicate originals of Contract Amendment No. 1 between the City of Fargo and 3M Company entitled Project No. 5718. I've reviewed this amendment with our Operations Manager and it is acceptable to him.

**SUGGESTED MOTION:** I move to approve the City of Fargo Project Number 5718 Pavement Striping and Marking Management Scope of Services Contract Amendment No. 1 as proposed.

Sincerely,

Robert L. "Butch" McConnell, Jr.

RLM/jmf  
Enclosures

**CITY OF FARGO**  
**PROJECT NUMBER 5718**  
**PAVEMENT STRIPING AND MARKING MANAGEMENT SCOPE OF SERVICES**  
**CONTRACT AMENDMENT NO. 1**

This Amendment amends the Contract between the CITY OF FARGO ("Fargo") and the 3M COMPANY ("3M") entitled Project Number 5718, Pavement Striping and Marking Management Scope of Services ("Contract"). For reference purposes, the effective date of this Amendment is the date it is signed by the last Party to sign.

This Amendment confirms the modifications to the scope of work to be performed by 3M during the 2009 striping season. The Parties agree that the initial installation of new pavement marking materials included in Fargo's capital improvement projects and federal stimulus projects are removed from 3M's scope of work for the 2009 striping season. Similarly, new pavement marking installation in future year capital improvement plans and/or stimulus plans may be removed from 3M's scope for that season. Pavement markings installed during the 2009 season will be measured by physical presence only.

3M will monitor and replace if needed in accordance with the Project 5718 contract the pavement markings installed as part of these capital improvement and/or stimulus projects as provided under the terms of the contract for the remaining term of the Contract.

3M and Fargo have agreed upon a work scope for the 2009 striping season. The spreadsheet reflecting this work scope is attached as Exhibit 1 to this Amendment. 3M has started work in Fargo for this season. 3M anticipates utilizing multiple crews and will exercise best efforts to complete the 2009 work scope by August 1, 2009. A city-wide striping evaluation will be conducted by the parties on or before August 1, 2014, or as otherwise agreed upon by the parties. Any markings determined to be deficient will be included on a punch-list and shall be completed by 3M prior to final payment.

Senior Management from each Party will meet from time to time to evaluate project progress and to resolve misunderstandings and projects issues as necessary.

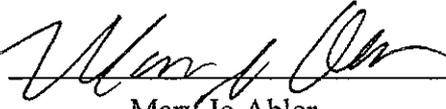
Upon signing this Contract Amendment, Fargo will immediately make payment to 3M on all past due amounts and resume the scheduled monthly payments as provided under the terms of the Contract. The City of Fargo will not be responsible for and will not pay any late payment fees.

This Amendment makes only those changes which it expressly states or necessarily implies. The rest of the Contract, including the letter of Understanding dated September 17, 2007, remains in full effect and governs any work performed under this Amendment. The parties acknowledge that while 3M's obligations under the Contract shall continue until September 1, 2014, at which time the Contract shall terminate, the final payment to 3M shall occur on August 31, 2014.

(Signatures appear on following page)

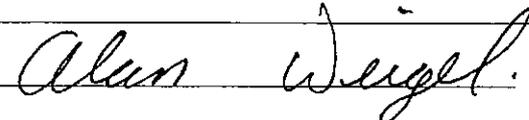
ACCEPTED AND AGREED TO:

3M COMPANY

By   
Print Name Mary Jo Abler  
Title Business Director - Traffic & Vehicle Systems  
Date June 11, 2009

CITY OF FARGO

By \_\_\_\_\_  
Print Name Dennis Walaker  
Title Mayor of the City of Fargo  
Date \_\_\_\_\_

By   
Print Name Al Weigel  
Title Director of Operations Manager  
Date June 11, 2009





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

June 18, 2009

**MEMORANDUM**

---

**To:** PWPEC Members

**From:** Jeremy M. Gorden, Senior Engineer – Transportation *JMG*

**Subject:** Amendment #1 to Consultant Engineering Services Contract  
45<sup>th</sup> Street Bridge Widening Stimulus Project with Houston Engineering, Inc.

I have attached an Additional Services Memo from Jeremy McLaughlin at Houston Engineering, Inc. for additional design work associated with the 45<sup>th</sup> Street bridge widening project. Originally, this project was to be bid on June 19 in Bismarck and the project was going to be a standalone project to be worked on this summer/fall. In April, the ND DOT Central Office made the decision to move this project's bid opening to October of this year. By them moving the project back, the bridge widening project will coincide with our street reconstruction project, and Houston and our Engineering Office will need to spend more time together in design figuring out whose project will be responsible for what, and then incorporating those changes into the respective plans. This request is for \$5,500, and I approve making a motion to approve the request.

Attachment  
JMG/jmg

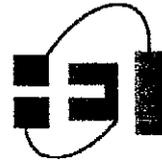
Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

# MEMO



Houston Engineering Inc.

## Request for Additional Services

**To:** Jeremy Gorden**From:** Jeremy L. McLaughlin**Date:** June 10, 2009**Subject:** Request for and Documentation of Additional Services**Cc:** File 096059.006**Project No.:** 096059.006 (45<sup>th</sup> St. Bridge Widening)**Additional Services Request No.:** #1

Houston Engineering, Inc. (Houston Engineering) entered into a contractual agreement (i.e., AGREEMENT) to provide professional consulting services with the **City of Fargo**. The AGREEMENT identified as **Project #5574 – 45<sup>th</sup> Street Bridge Widening Design at County Drain 27** identifies various services to be performed in partial fulfillment of the contract and an agreed upon estimated compensation amount. The AGREEMENT identifies the services to be performed in return for an estimated compensation in the amount of **\$69,500**. The purpose of this memorandum is to document a change in the Scope of Services rendered by Houston Engineering under our AGREEMENT and obtain concurrence on the additional fee associated with the change in the Scope of Services.

The following items are interpreted by Houston Engineering as a change in the Scope of Services:

Item No.	Description	Estimated Additional Fee
1	Revise plans to incorporate construction during the 2010 construction season. Plans were originally completed based on a 2009 construction season prior to road reconstruction. Changes required include guardrail, median details, approach slabs, elimination of traffic control and phasing, approach path design, and sheet renumbering	\$5,500
2		
3		
4		
5		
Total		\$5,500

In consideration of these items identified, the revised total compensation of **\$5,500** is requested.

***Please indicate the following:***

# MEMO



- Amend the contract to incorporate the additional services provided and the revised estimated total compensation nearer to the time of project completion, based on the anticipated cost to complete.
- Amend the contract now to incorporate the additional services provided and the revised estimated total compensation.

The completion of these additional services **WILL** result in a change in the deliverables. The following additional deliverables are associated with providing the additional services:

Item No.	Deliverable
1	Revised plans for inclusion in the 2010 bid documents for 45 <sup>th</sup> Street reconstruction. Anticipated delivery date of fall 2009 to coordinate with City's deadlines for plan completion.
2	
3	
4	

The completion of these additional services **WILL** result in a modification of the schedule for project completion. *The original completion date of March 2009 will be delayed until August/September 2009 to coincide with City's plan completion dates.*

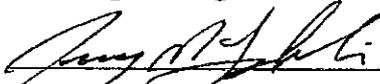
**SIGNATURES:**

The professional services described by this Additional Services Request are being provided in accordance with the Professional Services Agreement between the **CLEINT** and Houston Engineering dated DATE. This **Additional Services Request** shall be effective **immediately** as authorized by the signatures of representatives of the **CLIENT** and Houston Engineering, Inc.

**CLIENT NAME**

**Houston Engineering, Inc.**

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

By: 

Name: Dennis R. Walaker

Name: Jeremy L. McLaughlin, PE

Title: Mayor

Title: Principal

Date: 6/29/09

Date: 6-25-09



**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. 5846

Type: Change Order No. 1  
Drain Repair

Location: Drain 27 near 44<sup>th</sup> Avenue South

Date of Hearing: 06/22/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>06/29/09</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>                    </u>

The Committee reviewed Change Order No. 1 for channel repairs on Drain 27 near 44<sup>th</sup> Avenue South.

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

RECOMMENDED MOTION

Approve Change Order No. 1 in the amount of \$19,575.98 for Project No. 5846.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		<u>N/A</u>
Agreement for payment of specials required of developer		<u>N/A</u>
50% escrow deposit required		<u>N/A</u>

COMMITTEE

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

ATTEST:

Cc: Bev Martinson

Mark H. Bittner  
Mark H. Bittner  
City Engineer



## Memorandum

**To:** PWPEC  
**From:** Rob Hasey, Storm Sewer Utility Engineer RH  
**Date:** 06/19/09  
**Re:** Project 5846 Drain Repairs & Incidentals

---

Prior to spring flooding, Excavating Inc. temporarily repaired a large slide in Drain 27 that occurred late in 2008.

Excavating Inc. is requesting payment for work performed on that repair. A permanent repair will be made this summer for that slide.

**CHANGE ORDER**  
**EXCAVATING INC.-FARGO**  
 6218 53<sup>rd</sup> Ave. SW  
 Fargo, ND 58104  
 Phone: 701-277-1884 Fax: 701-277-8638

<b>Proposal Submitted To:</b>	<b>Date: 4/30/09</b>
<b>CITY OF FARGO</b>	<b>Job Name: DRAIN REPAIRS #5846</b>
<b>Street</b>	<b>City: State:</b>
<b>City: State: ND</b>	<b>Fax #:</b>
<b>Phone:</b>	<b>Attn: RO B HASEY</b>

We hereby submit specifications and estimates for:

**Slump repair on drain 27 & 44<sup>th</sup> Ave for flood**

<b>Mobilization</b>	<b>1</b>	<b>LS</b>	<b>\$500.00</b>	<b>\$500.00</b>
<b>Excavation (Break frost)</b>	<b>336</b>	<b>CY</b>	<b>\$14.30</b>	<b>\$4,804.80</b>
<b>Clay Backfill</b>	<b>420</b>	<b>CY</b>	<b>\$22.00</b>	<b>\$9,240.00</b>
<b>Geotextile Filter Fabric</b>	<b>1,000</b>	<b>SY</b>	<b>\$3.08</b>	<b>\$3,080.00</b>
<b>Rip Rap</b>	<b>36.2</b>	<b>TN</b>	<b>\$53.90</b>	<b>\$1,951.18</b>

**Excludes:**

**Add \$100.00 To Be Listed As Additional Insured.**

**All Items Tied.**

**If bond required, add 1%**

**TOTAL: \$19,575.98**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written request, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**Authorized Signature** Richie Woreen

**Note: We may withdraw this proposal if not accepted within 15 Days.**

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**CITY OF FARGO ENGINEERING DEPARTMENT**

Project No: 5846  
 Date Entered: 06/19/2009  
 Date Printed: 06/19/2009

Chg Ord No: 1  
 For: Excavating, Inc.

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

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

Extra work performed on a site not previously on the project. Site was temporarily repaired prior to spring 2009 flooding. Area will be reconstructed in the summer of 2009.

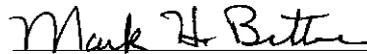
Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price	
273	11377	Extra Item (Excavation - break frost)	CY		0.00	0.00	336.00	336.00	14.30	4,804.80	
273	11378	Extra Item (Clay backfill)	CY		0.00	0.00	420.00	420.00	22.00	9,240.00	
273	11379	Extra Item (Geotextile fabric)	SY		0.00	0.00	1,000.00	1,000.00	3.08	3,080.00	
273	11380	Extra Item (Rip rap)	TON		0.00	0.00	36.20	36.20	53.90	1,951.18	
273	11381	Extra Item (Mobilization)	LS		0.00	0.00	1.00	1.00	500.00	500.00	
<b>Site 8 Sub Total</b>										<b>19,575.98</b>	
										<b>Total:</b>	<b>19,575.98</b>

Source of Funding: Storm sewer utility  
 Net Amount Change Order 1: \$19,575.98  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$85,881.15  
 Total Contract Amount: \$105,457.13

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

APPROVED:

APPROVED:



City of Fargo Engineer

For Contractor

Mayor

Title

Attest



**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. 5813

Type: Balancing Change Order No. 1

Location: Various Locations  
Sanitary Sewer Repairs

Date of Hearing: 06/22/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>06/29/09</u>
PWPEC File	<u>X</u>
Project File	<u>Mark Miller</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>                    </u>

The Committee reviewed Balancing Change Order No. 1 for closeout of Project No. 5813.

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

RECOMMENDED MOTION

Approve Balancing Change Order No. 1 in the amount of \$132.48 for Project No. 5813.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sanitary Sewer Utility

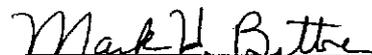
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>          </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>          </u>
50% escrow deposit required	<u>N/A</u>	<u>          </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator	<u>X</u>	<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				
Al Weigel, Public Works Operations Manager	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:

Cc: Bev Martinson

  
 Mark H. Bittner  
 City Engineer

**CITY OF FARGO ENGINEERING DEPARTMENT**

Project No: 5813  
 Date Entered:  
 Date Printed: 06/11/2009

Chg Ord No: 1  
 For: Earth Developers, Inc.

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

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
1	1551	Compacted Gravel Backfill	TON	50.00	0.00	50.00	-50.00	0.00	22.00	-1,100.00
1	3672	Replace Concrete Pavement	SY	300.00	0.00	300.00	-20.00	280.00	75.00	-1,500.00
1	4345	Furnish Manhole Casting & Cover	EA	42.00	0.00	42.00	4.00	46.00	650.00	2,600.00
1	4606	Seeding with Hydro-mulch	SY	25.00	0.00	25.00	-12.50	12.50	15.00	-187.50
<b>Sanitary Sewer Sub Total</b>										<b>-187.50</b>
3	11293	Extra Item - class 5	LS	0.00	0.00	0.00	1.00	1.00	169.98	169.98
3	11294	Extra Item - remove 18" storm	LS	0.00	0.00	0.00	1.00	1.00	150.00	150.00
<b>Storm Sewer Sub Total</b>										<b>319.98</b>
<b>Total:</b>										<b>132.48</b>

Source of Funding: *Sewer Repair*  
 Net Amount Change Order 1: \$132.48  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$60,775.00  
 Total Contract Amount: \$60,907.48

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

APPROVED:

APPROVED:

*Mark H. Bethe*

City of Fargo Engineer

For Contractor

Mayor

Title

Attest

Q1

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:

Demolition, Site Restoration & Incidentals

Project No. 5747-14

Call For Bids June 29, 2009

Bid Opening Date July 22, 2009

Completion Date October 30, 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)

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)

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)

**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. 5747-13 Type: Acquisition  
 5747-14 Demolition

Location: 4600 University Drive South Date of Hearing: 03/04/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>03/10/08</u>
PWPEC File	<u>X</u>
Project File	<u>April Walker</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying recommendation from April Walker to acquire another flood prone house in the South University Drive area.

On a motion by Bruce Hoover, seconded by Jim Gilmour, the Committee voted to recommend approval of the house acquisition.

**RECOMMENDED MOTION**

Approve house acquisition and removal for flood mitigation purposes at 4600 University Drive South.

**PROJECT FINANCING INFORMATION:**

Recommended source of funding for project: Storm Sewer Utility

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>          </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>          </u>
30% 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	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:

*Mark H. Bittner*  
 Mark H. Bittner  
 City Engineer

ENGINEER'S REPORT  
DEMOLITION, SITE RESTORATION & INCIDENTALS  
PROJECT NO. 5747-14

**Nature & Scope**

This project is for the removal of existing residential structures, sewer & water service closures, and site restorations at 4600 University Drive South, 5508 University Drive South, 1217 El Cano Drive, and 45 South Terrace North.

**Purpose**

The structures are being removed for flood mitigation reasons. They are located in areas difficult to protect from flooding on the Red River. Removal of the structures will significantly improve the City's ability to protect private property as well as public infrastructure.

**Feasibility**

The costs of these improvements are estimated as follows:

Estimated Construction Cost:	\$ 140,000.00
Plus 25% Engineering & Administration Fees:	<u>\$ 35,000.00</u>
<b>Total Estimated Cost:</b>	<b>\$ 175,000.00</b>

**Funding**

100% Storm Sewer Utility	\$ 175,000.00
--------------------------	---------------

We believe this project to be cost effective.



Mark H. Bittner  
Mark H. Bittner  
City Engineer

June 2009

Q2

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

Concrete Spot Repair & Incidentals

Project No. 5865

Call For Bids June 29, 2009

Bid Opening Date July 22, 2009

Completion Date October 31, 2009

N/A PWPEC Report (Attach Copy) **Part of 2009 C.I.P.**

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 Cody M. Eilertson

Phone No. 241-8562

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

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  
CONCRETE SPOT REPAIR & INCIDENTALS  
PROJECT NO. 5865

**Nature & Scope**

This project is for the reconstruction of concrete pavement on streets in various areas in the City. It includes the removal of existing pavement and installation of new concrete paving.

**Purpose**

The existing pavement has settled or heaved and is very rough and has poor drainage. This is a street maintenance project more efficiently done by contractor rather than by Operations Department.

**Feasibility**

The estimated construction cost of the project is \$90,000. The project is to be funded by sales tax funds. A breakdown of costs is as follows:

Estimated Construction Cost:	\$ 90,000
Plus 12% Engineering Fees:	10,800
Plus 3% Misc. Fees:	<u>2,700</u>
Total Project Cost	\$103,500
Sales Tax 100%	\$103,500

We believe this project to be cost effective.



Mark H. Bittner  
Mark H. Bittner  
City Engineer

June 2009

Q3

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. 5897

Call For Bids June 29, 2009

Bid Opening Date July 8, 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. 5897

**Nature & Scope**

This project is to repair miscellaneous portions of the City's storm sewer system that were damaged during the spring 2009 floods. The repairs include correcting three (3) pipe separations, and replacing an 18" culvert, rip rap, two (2) lift station access covers, and a valve box.

**Purpose**

The purpose of this project is to repair portions of the City's storm sewer system to its condition prior to the 2009 spring floods.

**Feasibility**

The estimated cost of construction is \$45,000.00. The project will be funded from flood repair funds. A breakdown of costs is as follows:

Repair Construction Cost:	\$ 45,000.00
Plus 12% Engineering and Administration Fees:	\$ 5,400.00
Plus 10% Contingency:	\$ 4,500.00
Plus 5% Miscellaneous:	<u>\$ 2,250.00</u>
Total Estimated Cost:	\$ 57,150.00

**Funding**

Federal Public Assistance (PA) – 75% of Construction Cost	\$ 33,750.00
NDDDES – 22% of Construction Cost	\$ 9,900.00
City Flood Funds – Remaining Project Balance	\$ 13,500.00

We believe this project to be cost effective.



Mark H. Bittner  
Mark H. Bittner  
City Engineer

June 2009

Q4

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. 5899

Call For Bids June 29, 2009

Bid Opening Date July 8, 2009

Completion Date October 16, 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. 5899

**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 south edge of City limits. These areas consist of repairs to: curb and gutter, sidewalk, bike trails, ADA ramps, asphalt pavement, concrete pavement, fencing, and seeding of boulevards.

**Purpose**

The purpose of this project is to repair portions of the City's infrastructure, south of Main Avenue, to its condition prior to the 2009 spring floods.

**Feasibility**

The estimated cost of construction is \$860,000.00. The project will be funded from flood repair funds. A breakdown of costs is as follows:

Repair Construction Cost:	\$ 860,000.00
Plus 12% Engineering and Administration Fees:	\$ 103,200.00
Plus 10% Contingency:	\$ 86,000.00
Plus 5% Miscellaneous:	\$ 43,000.00
Total Estimated Cost:	\$1,109,200.00

**Funding**

Federal Public Assistance (PA) – 75% of Construction Cost	\$ 645,000.00
NDDDES – 22% of Construction Cost	\$ 189,200.00
City Flood Funds – Remaining Project Balance	\$ 275,000.00

We believe this project to be cost effective.



*Mark H. Bittner*  
\_\_\_\_\_  
Mark H. Bittner  
City Engineer

June 2009



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5746

Type: Change Order No. 2

Location: 7<sup>th</sup> Avenue North west of 45<sup>th</sup> Street

Date of Hearing: 06/22/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>06/29/09</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>                    </u>

The Committee reviewed Change Order No. 2 for extra work as outlined in the attached correspondence from project engineer, Rob Hasey.

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

RECOMMENDED MOTION

Approve Change Order No. 2 in the amount of \$3,676.33 for District No. 5746.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessment

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<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				
Al Weigel, Public Works Operations Manager	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:

*Mark H. Bittner*

Mark H. Bittner  
City Engineer



## Memorandum

**To:** PWPEC  
**From:** Rob Hasey, Storm Sewer Utility Engineer *RH*  
**Date:** 06/19/09  
**Re:** Project 5746 Storm Sewer, Paving, Street Lights, Traffic Signal Improvements & Incidentals  
*D. Street*

---

The following letter was received from Phil Duginski, Northern Improvement Company requesting compensation for crushed concrete base material that was installed at the entrances to LaFarge & the city of Fargo landfill as part of the paving project.

The crushed concrete base material was used at LaFarge to elevate the existing gravel entrance to meet the new concrete pavement grade. The city of Fargo landfill requested that we install gravel to the north of the new concrete entrance road to serve as a parking area for employees.

**CITY OF FARGO ENGINEERING DEPARTMENT**

Impr Dist No: 5746  
 Date Entered: 06/19/2009  
 Date Printed: 06/19/2009

Chg Ord No: 2  
 For: Northern Improvement Co.

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

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

Additional gravel base material brought to LaFarge & city of Fargo landfill for road & parking area.

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
6	11375	Extra Item (Gravel for LaFarge entrance)	TON			0.00	47.82	47.82	13.20	631.22
6	11376	Extra Item (Gravel for city of Fargo entrance)	TON			0.00	230.69	230.69	13.20	3,045.11
<b>Paving Sub Total</b>										<b>3,676.33</b>
<b>Total:</b>										<b>3,676.33</b>

Source of Funding: Special assessments  
 Net Amount Change Order 2: \$3,676.33  
 Previous Change Orders: \$50,929.45  
 Original Contract Amount: \$726,063.70  
 Total Contract Amount: \$780,669.48

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

APPROVED:

APPROVED:

*Mark H. Butcher*

City of Fargo Engineer

For Contractor

Mayor

Title

Attest



HOME OFFICE  
FARGO, NORTH DAKOTA  
4000 12th Avenue N.W.  
58108-2846  
P.O. Box 2846  
Phone 701-277-1225  
Fax 701-277-1516

OFFICE AT  
BISMARCK, NORTH DAKOTA  
58502-1254  
P.O. Box 1254  
Phone 701-223-6695  
Fax 701-224-0937

OFFICE AT  
DICKINSON, NORTH DAKOTA  
58602-1036  
P.O. Box 1035  
Phone 701-225-5197  
Fax 701-225-0207

# IMPROVEMENT COMPANY

Thomas McCormick, President/CEO  
Steve McCormick, Executive Vice-President

June 5, 2009

Mr. Rob Hasey  
Project Engineer  
City of Fargo Engineering Department  
200 - 3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: IMPROVEMENT DISTRICT No. 5746  
7<sup>th</sup> AVENUE NORTH

Dear Rob:

As requested in your email dated January 29, 2009, we are enclosing scale tickets and haul sheets for additional aggregate base material placed at the Lafarge and City Landfill entrances.

Based on the contract unit price for Gravel Base-8" we request payment for this extra work as follows:

**Lafarge Entrance:** 47.82 Tons @ 1.875 Tons/CY = 25.5 CY = 114.75 SY @ 8"  
Gravel Base-8" = 114.75 SY @ \$ 5.50/SY = \$ 631.13

**Landfill Entrance:** 230.69 Tons @ 1.875 Tons/CY = 123.0 CY = 553.5 SY @ 8"  
Gravel Base-8" = 553.50 SY @ \$ 5.50/SY = \$3044.25

The quantity listed for the Lafarge Entrance is corrected from had been discussed previously.

Please call if you have any questions or need additional information.

Sincerely,

NORTHERN IMPROVEMENT COMPANY

Phil Duginski







# HAUL SHEET

DATE	7/29/2008
PROJECT	
CONTRACTOR	NORTHERN IMPROVEMENT CO
JOB NUMBER	28846
MATERIAL	SALVAGE BASE
DESCRIPTION	LANDFILL ENTRANCE BEHIND

TICKET NUMBER	NET
27501	16.01
27498	15.82
27496	15.06
27492	15.65
27489	15.64
27481	15.34
27479	15.13
27477	15.89
27475	16.53
27470	16.15
17465	16.03
27461	16.66
27457	14.04
27455	13.07
27452	13.67

DAILY TOTAL 230.69 TN

TOTAL TO DATE ~~261.66~~ TN

June 24, 2009

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

u 1

Re: Improvement District No. 5784

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 24, 2009, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. 5784, located on 7<sup>th</sup> Street North, 12<sup>th</sup> to 13<sup>th</sup> Avenue and 13<sup>th</sup> Avenue North, Broadway to 10<sup>th</sup> Street.

The bids were as follows:

Specialized Contracting	\$674,334.15
Border States Paving, Inc.	\$691,729.10
Dakota Underground	\$693,305.20
Master Construction Co., Inc.	\$695,537.80
Shermans, LLC	\$718,987.41
Northern Improvement Co.	\$763,368.61
Ernst Trenching, Inc.	\$770,822.90
Robert Gibb & Sons, Inc.	\$771,933.00
Central Specialties, Inc.	\$777,648.20
Engineer's Estimate	\$704,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Specialized Contracting, in the amount of \$674,334.15 as the lowest and best bid.

Sincerely,

Mark H. Bittner  
City Engineer

MHB/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

## Water Main Replacement, Street Reconstruction &amp; Incidentals

## IMPROVEMENT DISTRICT # 5784

7th St N, 12th to 13th Ave and 13th Ave N, Bdwy to 10th St

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 # 5784 of the City of Fargo, North Dakota.

Paving

3682 Replace 4" Concrete Sidewalk	300.00 SY	32.25	9,675.00
3896 Inlet Protection Type C	21.00 EA	226.60	4,758.60
3991 Storm Water Management	1.00 LS	435.65	435.65
4010 Subgrade Preparation	8,500.00 SY	1.05	8,925.00
4050 Geotextile Filter Fabric	8,500.00 SY	1.05	8,925.00
4065 Gravel Base (Class 5) - 6"	8,500.00 SY	5.12	43,520.00
4104 Concrete Curb & Gutter (Type II)	4,000.00 LF	12.75	51,000.00
4316 Detectable Warning Panels	150.00 SF	28.95	4,342.50
4320 Remove 4" Concrete Sidewalk	450.00 SY	4.75	2,137.50
4324 Remove 6" Concrete Pavement/Driveway	2,200.00 SY	5.55	12,210.00
4339 Remove Existing Paving	8,300.00 SY	5.25	43,575.00
4341 Asphalt Base Course (Includes 5 - 5 1/2% Oil)	2,000.00 TON	57.68	115,360.00
4342 Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	800.00 Ton	57.68	46,144.00
4345 Furnish Manhole Casting & Cover	1.00 EA	325.50	325.50
4439 Furnish Standard Inlet Casting	1.00 EA	415.75	415.75
4444 Furnish Manhole Cover/Concealed Pick Hole	1.00 EA	578.95	578.95
4485 Casting to Grade (Over Depth)	1.00 EA	655.45	655.45
4490 Castings to Grade	7.00 EA	435.90	3,051.30
4492 Gate Valve Boxes to Grade	5.00 EA	324.65	1,623.25
4493 Boulevard Gate Valve Boxes to Grade	8.00 EA	84.65	677.20
4510 Traffic Control	1.00 LS	2,039.40	2,039.40
4530 Inlet Castings to Grade	17.00 EA	84.65	1,439.05
4604 Sodding	400.00 SY	10.15	4,060.00
4606 Seeding with Hydro-mulch	6,000.00 SY	1.79	10,740.00
9010 6" Concrete Driveway	2,200.00 SY	38.15	83,930.00
		<b>Paving Sub Total:</b>	<b>\$460,544.10</b>

Street Lighting

5001 Feed Point	1.00 EA	4,120.00	4,120.00
5011 4' Concrete Bases	15.00 EA	283.25	4,248.75

ENGINEER'S STATEMENT OF ESTIMATED COST

## Water Main Replacement, Street Reconstruction &amp; Incidentals

## IMPROVEMENT DISTRICT # 5784

7th St N, 12th to 13th Ave and 13th Ave N, Bdwy to 10th St

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
5018 #6 USE Cu Conductor	6,360.00	LF	1.03	6,550.80
5053 100W HPS Lum. (Decorative) w/Standard	15.00	EA	1,757.00	26,355.00
5057 100W HPS Lum. (Decorative) w/Standard (MSO)	1.00	EA	1,648.00	1,648.00
5074 1-1/2" Innerduct	2,120.00	LF	3.09	6,550.80
7390 Install Pull Box	2.00	EA	927.00	1,854.00
<b>Street Lighting Sub Total:</b>				<b>\$51,327.35</b>

Water Main Replacement

1004 4" Sanitary Sewer	50.00	LF	12.86	643.00
1006 6" Sanitary Sewer	50.00	LF	12.86	643.00
1557 1-1/4" Crushed Rock	50.00	TON	25.75	1,287.50
1822 Remove 12" Gate Valve & Vault	2.00	EA	2,575.00	5,150.00
2060 5" Hydrant	4.00	EA	2,884.00	11,536.00
2106 6" Gate Valve	5.00	EA	875.50	4,377.50
2108 8" Gate Valve	1.00	EA	1,236.00	1,236.00
2112 12" Butterfly Valve	6.00	EA	1,545.00	9,270.00
2140 3/4" Curb Stop & Box	3.00	EA	144.20	432.60
2141 1" Curb Stop & Box	2.00	EA	206.00	412.00
2250 Mechanical Joint Fittings	4,000.00	LB	0.67	2,680.00
2306 6" Water Main w/Gravel Backfill	71.00	LF	30.90	2,193.90
2308 8" Water Main w/Gravel Backfill	845.00	LF	35.02	29,591.90
2312 12" Water Main w/Gravel Backfill	1,350.00	LF	46.35	62,572.50
2329 3/4" Cu w/Gravel Backfill	85.00	LF	51.50	4,377.50
2330 1" Cu w/Gravel Backfill	86.00	LF	51.50	4,429.00
2350 Provide Temporary Water Service	1.00	LS	1,545.00	1,545.00
2360 Transfer Water Service	22.00	EA	257.50	5,665.00
2607 Replace Sewer Service w/Gravel Backfill	40.00	LF	51.50	2,060.00
2612 Connect Sewer Service between 10 and 15 feet deep	2.00	EA	3,090.00	6,180.00
3100 12" Storm Sewer w/Gravel Backfill	50.00	LF	30.90	1,545.00
3450 A Inlet	1.00	EA	1,545.00	1,545.00
3468 Furnish & Install 8" Flat Manhole Cover	1.00	EA	578.95	578.95
<b>Water Main Replacement Sub Total:</b>				<b>\$159,951.35</b>

Signing & Striping

7730 Install Sign Assembly	3.00	EA	72.10	216.30
7740 Engineering Grade Signs	37.50	SF	12.36	463.50
7753 Diamond Grade Cubed Signs	31.60	SF	17.51	553.32
7755 Sign Assembly & Anchor	17.00	EA	75.19	1,278.23
<b>Signing &amp; Striping Sub Total:</b>				<b>\$2,511.34</b>

ENGINEER'S STATEMENT OF ESTIMATED COST

Water Main Replacement, Street Reconstruction & Incidentals

IMPROVEMENT DISTRICT # 5784

7th St N, 12th to 13th Ave and 13th Ave N, Bdwy to 10th St

<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
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<b>Construction Total:</b>			<b>\$674,334.14</b>
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ENGINEER'S STATEMENT OF ESTIMATED COST

Water Main Replacement, Street Reconstruction & Incidentals

IMPROVEMENT DISTRICT # 5784

7th St N, 12th to 13th Ave and 13th Ave N, Bdwy to 10th St

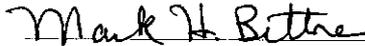
Construction Total:		674,334.14
Engineering:	6.00 %	40,460.05
Legal:	3.00 %	20,230.02
Contingencies:	10.00 %	67,433.41
Administration:	6.00 %	40,460.05
Interest:	8.00 %	53,946.73

Sub-Total:	896,864.41
Less Street Rehab Funds:	526,603.11
Less Water Department Funds:	148,965.72
Less Sewage Utility Funds Funds:	12,669.58

TOTAL ESTIMATED ASSESSED COSTS: 208,626.00

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

Date: 6/24/2009

  
Mark H. Bittner  
City Engineer



June 24, 2009

U 2

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5862

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 24, 2009, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District 5862, located at 7<sup>th</sup> and 8<sup>th</sup> Street South; and 13<sup>th</sup> to 18<sup>th</sup> Avenue South.

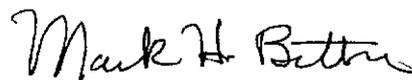
The bids were as follows:

Specialized Contracting	\$1,791,164.29
Border States Paving, Inc.	\$1,877,609.95
Dakota Underground	\$1,898,247.60
Opp Construction Company	\$1,920,548.89
Master Construction Co. Inc.	\$1,985,922.46
Northern Improvement Co.	\$2,157,524.45
Duininck Bros.	\$2,434,905.10
Engineer's Estimate	\$2,014,445.00

The special assessment escrow is not required.

This office recommends award of the contract to Specialized Contracting, in the amount of \$1,791,164.29 as the lowest and best bid.

Sincerely,

  
Mark H. Bittner  
City Engineer

MHB/pan

ENGINEER'S STATEMENT OF ESTIMATED COST

## Water Main Replacement, Street Reconstruction &amp; Incidentals

IMPROVEMENT DISTRICT # 5862  
7th and 8th St S; and 13th to 18th Ave 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 # 5862 of the City of Fargo, North Dakota.

Paving

3100 12" Storm Sewer w/Gravel Backfill	50.00 LF	35.70	1,785.00
3450 A Inlet	1.00 EA	1,020.00	1,020.00
3460 Relocate Inlet	1.00 EA	510.00	510.00
3468 Furnish & Install 8" Flat Manhole Cover	1.00 EA	478.95	478.95
3470 Furnish & Install Inlet Casting	38.00 EA	415.75	15,798.50
3896 Inlet Protection Type C	48.00 EA	41.20	1,977.60
3991 Storm Water Management	1.00 LS	435.65	435.65
4010 Subgrade Preparation	22,218.00 SY	1.00	22,218.00
4022 Remove Tree	1.00 EA	613.50	613.50
4050 Geotextile Filter Fabric	22,218.00 SY	1.00	22,218.00
4065 Gravel Base (Class 5) - 6"	1,950.00 SY	4.98	9,711.00
4068 Gravel Base (Class 5) - 7"	20,268.00 SY	5.12	103,772.16
4112 7" Reinforced PC Concrete Pavement	1,618.00 SY	38.25	61,888.50
4130 6" RC Driveway	3,000.00 SY	38.15	114,450.00
4138 4" RC Sidewalk	2,520.00 SY	31.15	78,498.00
4200 Aggregate for Asphalt Base Course	4,644.00 TON	30.45	141,409.80
4202 Aggregate for Asphalt Wearing Course	1,850.00 TON	31.00	57,350.00
4221 Asphalt Cement	90,460.00 GAL	2.28	206,248.80
4312 Remove & Replace Curb & Gutter	11,585.00 LF	13.85	160,452.25
4316 Detectable Warning Panels	376.00 SF	28.95	10,885.20
4320 Remove 4" Concrete Sidewalk	2,660.00 SY	4.75	12,635.00
4339 Remove Existing Paving	17,704.00 SY	5.25	92,946.00
4345 Furnish Manhole Casting & Cover	30.00 EA	408.35	12,250.50
4362 Remove Existing Driveway	3,000.00 SY	5.55	16,650.00
4444 Furnish Manhole Cover/Concealed Pick Hole	1.00 EA	578.95	578.95
4460 4" Perforated PVC w/Fabric Wrap	11,585.00 LF	2.35	27,224.75
4469 Install Internal Watertight Manhole Seal	1.00 EA	625.45	625.45
4485 Casting to Grade (Over Depth)	1.00 EA	655.45	655.45
4490 Castings to Grade	29.00 EA	435.90	12,641.10
4492 Gate Valve Boxes to Grade	14.00 EA	432.65	6,057.10

ENGINEER'S STATEMENT OF ESTIMATED COST

## Water Main Replacement, Street Reconstruction &amp; Incidentals

IMPROVEMENT DISTRICT # 5862  
7th and 8th St S; and 13th to 18th Ave S

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
4510 Traffic Control	1.00	LS	5,538.60	5,538.60
4530 Inlet Castings to Grade	38.00	EA	84.65	3,216.70
4604 Sodding	500.00	SY	4.01	2,005.00
4606 Seeding with Hydro-mulch	15,400.00	SY	2.05	31,570.00
9006 6" Concrete Sidewalk	140.00	SY	38.15	5,341.00
			<b>Paving Sub Total:</b>	<b>\$1,241,656.51</b>

Water Main Replacement

1004 4" Sanitary Sewer	600.00	LF	12.24	7,344.00
1006 6" Sanitary Sewer	50.00	LF	12.24	612.00
1093 12" Sanitary Sewer w/Gravel Backfill	370.00	LF	36.72	13,586.40
1500 Standard Sanitary Sewer Manhole	2.00	EA	3,570.00	7,140.00
2060 5" Hydrant	9.00	EA	2,652.00	23,868.00
2106 6" Gate Valve	10.00	EA	765.00	7,650.00
2108 8" Gate Valve	10.00	EA	1,122.00	11,220.00
2110 10" Gate Valve	2.00	EA	1,530.00	3,060.00
2112 12" Butterfly Valve	2.00	EA	1,428.00	2,856.00
2141 1" Curb Stop & Box	55.00	EA	163.20	8,976.00
2142 1-1/4" Curb Stop & Box	2.00	EA	204.00	408.00
2143 1-1/2" Curb Stop & Box	1.00	EA	357.00	357.00
2250 Mechanical Joint Fittings	2,400.00	LB	1.02	2,448.00
2306 6" Water Main w/Gravel Backfill	120.00	LF	32.64	3,916.80
2308 8" Water Main w/Gravel Backfill	4,300.00	LF	30.60	131,580.00
2310 10" Water Main w/Gravel Backfill	26.00	LF	45.90	1,193.40
2312 12" Water Main w/Gravel Backfill	15.00	LF	51.00	765.00
2329 3/4" Cu w/Gravel Backfill	250.00	LF	30.60	7,650.00
2330 1" Cu w/Gravel Backfill	1,800.00	LF	29.58	53,244.00
2331 1-1/4" Cu w/Gravel Backfill	70.00	LF	35.70	2,499.00
2333 1-1/2" Cu w/Gravel Backfill	25.00	LF	40.80	1,020.00
2350 Provide Temporary Water Service	1.00	LS	3,570.00	3,570.00
2360 Transfer Water Service	116.00	EA	153.00	17,748.00
2565 Bore 12" Water Main	340.00	LF	38.76	13,178.40
2607 Replace Sewer Service w/Gravel Backfill	800.00	LF	40.80	32,640.00
2612 Connect Sewer Service between 10 and 15 feet deep	60.00	EA	3,060.00	183,600.00
			<b>Water Main Replacement Sub Total:</b>	<b>\$542,130.00</b>

Signing & Striping

7574 24" Grooved Plastic Marking Film	42.00	LF	41.27	1,733.34
7730 Install Sign Assembly	5.00	EA	71.40	357.00
7740 Engineering Grade Signs	25.00	SF	12.24	306.00
7753 Diamond Grade Cubed Signs	162.00	SF	17.85	2,891.70
7755 Sign Assembly & Anchor	29.00	EA	72.06	2,089.74

ENGINEER'S STATEMENT OF ESTIMATED COST

Water Main Replacement, Street Reconstruction & Incidentals

IMPROVEMENT DISTRICT # 5862  
7th and 8th St S; and 13th to 18th Ave S

<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
		<b>Signing &amp; Striping Sub Total:</b>	<b>\$7,377.78</b>
		<b>Construction Total:</b>	<b>\$1,791,164.29</b>

ENGINEER'S STATEMENT OF ESTIMATED COST

Water Main Replacement, Street Reconstruction & Incidentals

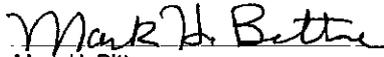
IMPROVEMENT DISTRICT # 5862  
7th and 8th St S; and 13th to 18th Ave S

Construction Total:		1,791,164.29
Engineering:	6.00 %	107,469.86
Legal:	3.00 %	53,734.93
Contingencies:	10.00 %	179,116.43
Administration:	6.00 %	107,469.86
Interest:	8.00 %	143,293.14
	Sub-Total:	2,382,248.51
	Less Street Rehab Funds:	0.00
	Less Water Department Funds:	128,212.11
	Less Sanitary Sewer Funds:	180,826.79
	Less Street Sales Tax Funds:	1,158,374.61

TOTAL ESTIMATED ASSESSED COSTS: 914,835.00

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

Date: 6/24/2009

  
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 25, 2009

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Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5881  
NDDOT Project STM-SU-8-010(034)938

Dear Commissioners:

Bids were opened by the NDDOT on June 19, 2009, for Milling, Hot Bituminous Pavement, Marking & Incidentals, Improvement District No. 5881, located at Main Avenue from 25<sup>th</sup> Street to 2<sup>nd</sup> Street North.

The bids were as follows:

Border States Paving, Inc.	\$744,982.45
Central Specialties, Inc.	\$823,780.54
Northern Improvement Co.	\$845,734.99
Engineer's Estimate	\$921,021.80

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$744,982.45 as the lowest and best bid. Bid award is subject to NDDOT review of the contractor's Disadvantaged Business Enterprise Program.

Sincerely,

Mark H. Bittner  
City Engineer

MHB/bem

C: Jeremy Gorden  
Kris Bakkegard

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

June 25, 2009

44

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5882  
NDDOT Project STM-SU-8-984(118)121

Dear Commissioners:

Bids were opened by the NDDOT on June 19, 2009, for Hot Bituminous Pavement, Concrete Pavement Repair, Marking & Incidentals, Improvement District No. 5882, located at Old US 81 from Dakota Drive to 40<sup>th</sup> Avenue North.

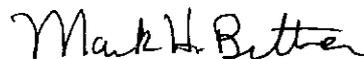
The bids were as follows:

Border States Paving, Inc.	\$425,411.97
Central Specialties, Inc.	\$443,600.10
Northern Improvement Co.	\$472,165.62
Engineer's Estimate	\$419,672.40

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$425,411.97 as the lowest and best bid. Bid award is subject to NDDOT review of the contractor's Disadvantaged Business Enterprise Program.

Sincerely,



Mark H. Bittner  
City Engineer

MHB/bem

C: Cody Eilertson  
Jeremy Gorden



ENGINEERING DEPARTMENT

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

June 25, 2009

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Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5883  
NDDOT Project STM-SU-8-984(116)119

Dear Commissioners:

Bids were opened by the NDDOT on June 19, 2009, for Milling, Hot Bituminous Pavement, Marking & Incidentals, Improvement District No. 5883, located at 25<sup>th</sup> Street South from 32<sup>nd</sup> Avenue South to Rose Coulee.

The bids were as follows:

Border States Paving, Inc.	\$563,567.15
Northern Improvement Co.	\$622,922.65
Central Specialties, Inc.	\$661,219.52
Engineer's Estimate	\$673,825.00

The special assessment escrow is not required.

One protest was received amounting to less than 1% of the District. We recommend that protests be declared insufficient and the contract be awarded to Border States Paving, Inc., in the amount of \$563,567.15 as the lowest and best bid. Bid award is subject to NDDOT review of the contractor's Disadvantaged Business Enterprise Program.

Sincerely,

Mark H. Bittner  
City Engineer

MHB/bem

C: Cody Eilertson  
Jeremy Gorden

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

ENGINEER'S STATEMENT OF ESTIMATED COST

Milling, Hot Bituminous Pavement, Marking  
and Incidentals

IMPROVEMENT DISTRICT #5883

NDDOT Project STM-SU-8-984(116)119

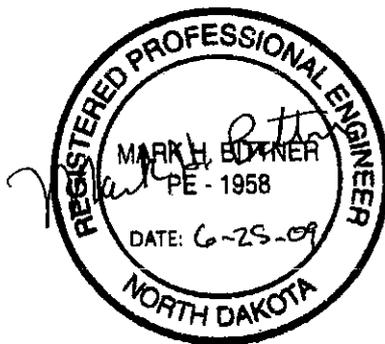
Total Construction	\$563,567.15
Plus 10% Engineering & Contingencies	<u>56,356.72</u>
	\$624,923.87

Funding:	
STM Federal Funds	\$362,500.00
Estimated Assessed Cost	<u>262,423.87</u>
	\$624,923.87

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

Date: 6/25/2009

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 25, 2009

UG

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5886  
NDDOT Project STM-SU-8-984(119)122

Dear Commissioners:

Bids were opened by the NDDOT on June 19, 2009, for Pavement Marking, Improvement District No. 5886, located City Wide.

The bids were as follows:

Traffic Safety Services	\$534,536.00
Northstar Safety, Inc.	\$553,686.42
Swanston Equipment Co.	\$620249.49
Engineer's Estimate	\$518,456.50

The special assessment escrow is not required.

This office recommends award of the contract to Traffic Safety Services in the amount of \$534,536.00 as the lowest and best bid. Bid award is subject to NDDOT review of the contractor's Disadvantaged Business Enterprise Program.

Sincerely,

Mark H. Bittner  
City Engineer

MHB/bem  
C: Jeremy Gorden

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Improvement District No. 5898

Call For Bids June 29, 2009

Bid Opening Date August 5, 2009

Completion Date July 10, 2010

- 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 David W. Johnson

Phone No. 241-1548

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

- 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)



**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

District No. 5898

Type: Sanitary Sewer, Water Main, Storm Sewer,  
Paving, Street Lights

Location: Fayland Drive and 46<sup>th</sup> Street North  
12<sup>th</sup> to 13<sup>th</sup> Avenue North

Date of Hearing: 06/09/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/29/09</u>
PWPEC File	<u>X</u>
Project File	<u>Dave Helland</u>
Petitioners	<u>Rick Berg</u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying request from Rick Berg on behalf of Fayland Partners for municipal improvements in a portion of Fayland Industrial First Addition.

On a motion by Bruce Hoover, seconded by Pat Zavoral, the Committee voted to recommend approval of the requested improvements.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessment/TIF

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
50% escrow deposit required	<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

ATTEST:

Mark H. Bittner  
Mark H. Bittner  
City Engineer

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN,  
STORM SEWER, PAVING,  
STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5898

**Nature & Scope**

This project is for the installation of sanitary sewer, water main, storm sewer, concrete paving, and street lights on Fayland Drive and on 46<sup>th</sup> Street North from 12<sup>th</sup> to 13<sup>th</sup> Avenue North.

**Purpose**

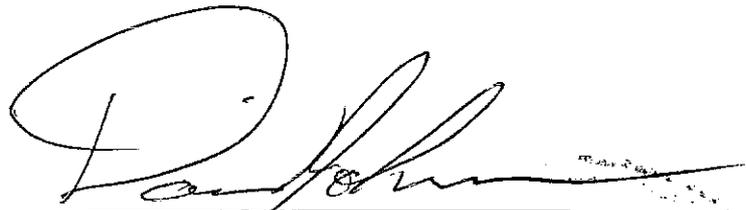
This project provides utilities and paving to serve new businesses on this street as requested by the developer.

**Feasibility**

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

Estimated Construction Cost:	\$780,000
Plus 32% Engineering & Administration Fees:	<u>249,600</u>
Total Estimated Assessed Cost:	\$1,029,600

We believe this project to be cost effective.



David W. Johnson  
Deputy City Engineer

June 2008



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN,  
STORM SEWER, PAVING,  
STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5898

LOCATION:

On Fayland Drive and 46<sup>th</sup> Street North from 12<sup>th</sup> to 13<sup>th</sup> Avenue North.

COMPRISING:

Lots 1 through 3 inclusive, Block 2.  
Lots 1 through 6, inclusive, Block 3.  
Lots 4 through 6, Block 4.  
All in Fayland Industrial 1<sup>st</sup> Addition.

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