

FARGO CITY COMMISSION AGENDA
Monday, March 9, 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.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 23, 2009).

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

- a. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to Parking Tickets.
- b. Waiver of Any Potential Conflicts Related to Environmental Review of Proposed South Side Flood Control Project and Representation of Ingstad Broadcasting, Inc.
- c. Issuance of refinancing bonds; set sale date of April 6, 2009.
- d. Request from the El Zagal Shrine to hang banners in the skyway from March 23rd until April 7th to promote the El Zagal Shrine Circus.
- e. Request from the Multiple Sclerosis Society to hang banners in the skyway from April 8th until April 27th to promote the MS Walk.
- f. Applications for five-year property tax exemptions for improvements made to buildings:
 - (1) Randy and Connie Grondahl, 3102 9th Street North.
 - (2) John Lachance, 2001 11th Avenue South.
- g. Applications for Games of Chance:
 - (1) Evan Krogen Benefit Fund for a raffle on 3/28/09; Public Spirited Resolution.
 - (2) Fargo North Baseball Club for a calendar raffle from 3/30/09 to 5/18/09.
 - (3) Fargo North Fastpitch Softball for a calendar raffle from 3/16/09 to 5/30/09.
 - (4) Oak Grove Lutheran School for a raffle on 4/18/09.
- h. Immunization contract with the North Dakota Department of Health (CFDA #93-268).
- i. Request for Proposals to replace the current electronic fare collection system.
- j. Change Orders for the Main Library: G-8 for a decrease of \$11,682.00; G-9 for an increase of \$18,482.00; G-10 for an increase of \$24,419.00; E-2 for an increase of \$22,642.14 and E-3 for an increase of \$10,825.50.
- k. Final Balancing Change Order No. 1 for an increase of \$9,832.82 for Project No. 5793.

Page 2 Sole source procurement with Houston Engineers for Improvement District No. 5229 and Request for Proposals for consulting engineers for Improvement District Nos. 5609 and 5827.

- m. Purchase agreement for property at 1217 El Cano Drive (Improvement District No. 5747-16).
- n. Addendum to Development and Assessment Agreement and Joinder Agreement to Extend Special Assessment District (Improvement District No. 5777).
- o. Bills.
- p. Final Balancing Change Order No. 3 for an increase of \$32,914.77 for Improvement District No. 5812-01.
- q. Final Balancing Change Order No. 1 for an increase of \$9,832.82 for Improvement District No. 5793.
- r. Concurrence with NDDOT bid award for Improvement District Nos. 5530 (Phase 4) and 5601.
- s. Bid award for Improvement District No. 5855.
- t. Create Improvement District No. 5859.

*** Regular Agenda ***

- 1. Bid awards for the Osgood Fire Station.
- 2. Consider Memorandum of Understanding (MOU) with the Greater Fargo Moorhead Economic Development Corporation.
- 3. Request for extension of the noise ordinance to 11:00 p.m. for live entertainment for the Rib Fest & More event at the Fargodome from June 3 through June 7, 2009 and for low level sound until midnight.
- 4. Public Hearings - 5:15 p.m.:
 - a. Development Plan for the proposed Tax Increment Financing District No. 2009-01 to redevelop 2828 Broadway, a site with a vacant restaurant.
 - b. Application filed by Kobe's Japanese Cuisine d/b/a Kobe's Japanese Cuisine for a Class "F" Alcoholic Beverage License at 4228 15th Avenue Southwest.
 - c. 2009 Community Development Action Plan.
 - d. Addition of Route 34 between North Dakota State University Memorial Union and Stop-N-Go/Skills & Technology Center on 19th Avenue and University Drive North.
- 5. Recommendation to award the indigent defense services contracts to the Joe Johnson and Stormy Vickers Law Firms.
 - a. Continued from the 2/9/09 and 2/23/09 Regular Meetings.
- 6. Communication from Colleen Tuhy regarding a change in the City Ordinances to allow dog grooming as a home occupation.

7. Set the time for the Board of Equalization meeting to be held on Tuesday, April 14, 2009.
8. Flood update.
9. Legislative/stimulus plan update.

** The Board will meet in Executive Session to review litigation items as authorized by NDCC, Section 44-04-19.2.

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

Minutes are available on the City of Fargo Web site at www.cityoffargo.com/commission

9



Memorandum

Date: 5 March 2009
To: Board of Commissioners, City of Fargo
From: Robert C. Stein
Re: Municipal Parking Ordinance

Please find the proposed changes to Section 88-1006 of Article 8-10 and Section 8-1606 of Article 8-16 of Chapter 8 of the Fargo Municipal Code relating to parking tickets. The proposed changes would:

- Remove the specific hours and days of parking enforcement and reference the posted time restrictions; and
- Clarify the roles and requirements of the City and NDSU regarding appeals.

The ordinance, as revised, is enclosed for your consideration and approval. Please contact me if you have any questions of concerns.

SUGGESTED MOTION: to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 8-1006 of Article 8-10 and Section 8-1606 of Article 8-16 of Chapter 8 of the Fargo Municipal Code Relating to Parking Tickets.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 8-1006 OF ARTICLE 8-10 AND
2 SECTION 8-1606 OF ARTICLE 8-16 OF CHAPTER 8 OF THE FARGO MUNICIPAL
3 CODE RELATING TO PARKING TICKETS

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

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

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

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

13 Section 1. Amendment.

14 Section 8-1006 of Article 8-10 of Chapter 8 of the Fargo Municipal Code shall be
15 amended to read as follows:

16 8-1006. Ten-minute, Fifteen-minute, thirty-minute, sixty-minute, ninety-minute,
17 one hundred twenty-minute or other time-limited parking zones.—Except as otherwise
18 allowed by a permit issued by the Department of Planning and Development for the
19 Downtown Residential Parking Zone as authorized below, the owner, driver or any other
20 person having under his control or charge any motor vehicle of any kind whatever shall not
21 cause, permit, or allow such vehicle to stand or remain in any one place for a period longer
22 than the time limit restrictions posted for such area. The Parking Commission, subject to the
23 review and confirmation of the board of city commissioners shall post the time-limited
parking zones, except for time-zones located on the campus of North Dakota State
University in which case the University shall post the time-limited parking zones. and ~~the~~ police department or its designee shall enforce such time zone restrictions in areas which are so posted, ~~between the hours of 8:00 a.m. and 5:00 p.m., with the exception of Saturdays, Sundays and holidays.~~ “Holidays” shall be as defined in North Dakota Century Code Section 1-03-01.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 When the posted time-limit restriction shall have elapsed and said vehicle remains
2 parked or is parked again in the same block, said vehicle shall be construed to have
remained stationary.

3 The Parking Commission, if in their judgment traffic conditions warrant it and
4 subject to review by the board of city commissioners, may extend, change, or adjust the
parking zones designated herein, provided said extension, changes, or adjustments are
posted or marked.

5 Each 10-, 15-, 30-, 60-, 90-, 120-minute or other time-limited period during which a
vehicle is parked shall constitute a separate and additional violation of this section.

6 The Department of Planning and Development shall be authorized to issue a permit
7 to residents of the Downtown Residential Parking Zone in accordance with an approved
program as adopted by resolution of the board of city commissioners.

8 Section 2 Amendment.

9 Section 8-1606 of Article 8-16 of Chapter 8 of the Fargo Municipal Code shall be
10 amended to read as follows:

11 8-1606. Parking Tickets.--Any officer or representative of the police department
12 who finds any motor vehicle located within the city at a place or in a condition which is at
13 the time in violation of any of the provisions of article 8-10 (Parking Regulations) may affix
14 a parking ticket to any portion of such motor vehicle. The parking ticket shall give notice in
writing requiring the owner or person in possession of the motor vehicle to pay a parking
fine in the amount as set forth in § 1-0305.

15 In the event the owner or person in possession of said motor vehicle disputes the
16 validity of the parking ticket, such person shall be entitled to a review of the alleged
17 violation by submitting a written request thereof to the police department if the parking
ticket was issued by the city of Fargo, or to the North Dakota State University Parking
Office if the parking ticket was issued by North Dakota State University, within five (5)
18 days of the date of the issuance of the parking ticket. The review shall be conducted within
five (5) days of the request by a person designated by the chief of police to conduct such
proceedings.

19 If after a review of the parking ticket by a person designated by the chief of police
20 the parking ticket is not voided, the owner or person in possession of the motor vehicle
21 shall have five (5) days from the date of notification to ~~pay the fine amount or~~ request a
hearing in Fargo Municipal Court. Failure to timely pay the fine amount or request a
hearing will result in an increase in the fine/fee amount.

22 In the event the owner or person in possession of the motor vehicle requests a
23 hearing in Fargo Municipal Court he may do so by posting a bond with the Clerk of

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Municipal Court in an amount equal to the dollar amount of the parking ticket. A copy of
2 the parking ticket review form completed at the time a written request is made to the
3 police department or North Dakota State University must be submitted to the Fargo
4 Municipal Court at the time a hearing is requested. The clerk of Fargo Municipal Court
5 shall provide notice of the time and place of the hearing. If after the hearing the Fargo
6 Municipal Court makes a determination of not guilty, any sums paid to Fargo Municipal
7 Court shall be returned to the person who requested the hearing. Sentencing upon a
8 determination of guilt shall be in accordance with the Fargo Municipal Code.

9 The parking ticket which is issued pursuant to this section shall include a notice that
10 the motor vehicle being tagged is subject to impoundment if the owner neither requests a
11 review, nor pays the fine within the time allotted or after the review, if the parking ticket is
12 determined to be valid.

13 The foregoing procedure as set forth in this section is not exclusive, but is in addition
14 to any other remedies or procedures provided by law.

15 Section 3. Effective Date.

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

18 _____
19 Dennis R. Walaker, Mayor

20 (SEAL)

21 Attest:

22 First Reading:
23 Second Reading:
Final Passage:

Steven Sprague, City Auditor



b

Office of the City Attorney

March 2, 2009

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

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

City Prosecutors
Gordon A. Dexheimer
Scott O. Diamond

Re: Waiver of Conflict of Interest

Dear Commissioners:

The City of Fargo recently retained the law firm of Dorsey & Whitney to advise it on matters relating to the South Side Flood Control project. Robert Cattanach is an attorney for Dorsey & Whitney who works out of their Minneapolis office. Following initial discussions with Mr. Cattanach a conflicts of interest check was conducted. The conflicts of interest check determined that Dorsey & Whitney currently represents Ingstad Broadcasting, Inc.

Because Mr. Ingstad's property may be impacted by the South Side Flood Control project, and because Dorsey & Whitney, through its Fargo office, has already communicated with the City of Fargo on Mr. Ingstad's behalf Dorsey & Whitney can not represent the City of Fargo unless both Mr. Ingstad and the City consent to the representation. It is our understanding that Mr. Ingstad is not opposed to Dorsey & Whitney representing both parties.

In the event litigation should arise between Mr. Ingstad and the City of Fargo relating to the South Side Flood Control project Dorsey & Whitney would not represent either party.

In order to approve this arrangement your approval of the enclosed letter that waives any potential conflicts of interest between the parties is being sought.

SUGGESTED MOTION: I move to approve the "Waiver of Any Potential Conflicts Related to Environmental Review of Proposed South Side Flood Control Project and Representation of Ingstad Broadcasting, Inc." and authorize the City Administrator to execute the same.

Sincerely,

Robert "Butch" L. McConn, Jr.
Assistant City Attorney



ROBERT E. CATTANACH
(612) 340-2873
FAX (612) 340-8800
cattanach.robert@dorsey.com

March 3, 2009

BY ELECTRONIC MAIL

Erik Johnson
City Attorney – Fargo
Erik R. Johnson & Associates, Ltd.
505 Broadway St. North, Suite 206
Fargo, ND 58102

Re: Waiver of Any Potential Conflicts Related to Environmental Review of
Proposed South Side Flood Control Project and Representation of
Ingstad Broadcasting, Inc.

Dear Erik:

Dorsey presently represents Jim Ingstad Broadcasting, Inc. The real and personal property located at Mr. Ingstad's personal residence in the City of Fargo ("Ingstad Residence") may be impacted by the South Side Project, and we understand that Dorsey & Whitney has already communicated with the City of Fargo on Mr. Ingstad's behalf. In addition, real and personal property in the City of Fargo owned by Dorsey & Whitney partner Sarah Herman ("Herman Residence") may also be impacted by the South Side Project.

The ethics rules provide that we cannot represent a client (in this instance the City of Fargo) in a matter adverse to another client (in this instance Jim and Vicki Ingstad) unless, among other things, each client consents. Before proceeding with this representation, we want to be sure that you are informed of the following:

1. The City of Fargo has requested our firm to represent it with regard to Environmental Review and Permitting of the South Side Project, and, if we accept such representation, the City of Fargo would be a client of the firm for purposes of the ethics rules by which Dorsey is bound.

2. As we have discussed, Dorsey also currently represents Jim Ingstad and Vicki Ingstad and Mr. Ingstad's various businesses on various matters unrelated to the South Side Project, as well as in correspondence specifically related to the South Side Project, and accordingly Jim Ingstad (and the various businesses he owns, including but not limited to: RFM, Gateway) and his wife Vicki are clients of the firm for purposes of the ethics rules by which Dorsey is bound. Ms. Herman, while not a client of the firm, has personal interests related to the effect of the South Side Project on the Herman Residence that may be adverse to the City of Fargo.

Erik Johnson
March 3, 2009
Page 2

3. If we receive your consent to represent the City of Fargo, we assure you that (1) we will not use confidential client information in any way to the other client's disadvantage and (2) we will be able to competently and diligently represent the City of Fargo regarding Environmental Review and Permitting of the South Side Project, unaffected by our representation of Jim and Vicki Ingstad or Ms. Herman's advocacy related to the effect of the South Side Project on the Herman Residence. To ensure compliance with these assurances, we will not advise or otherwise represent the City of Fargo regarding the design or location of any facilities associated with the South Side Project as they relate to the Ingstad Residence or Herman Residence, or as to any compensation Mr. Ingstad or Ms. Herman may demand or be entitled related to the effect of the South Side Project on the Ingstad Residence or Herman Residence.

4. As part of this consent, we ask the City of Fargo for its consent for Dorsey & Whitney LLP to continue to represent Jim and Vicki Ingstad, and Mr. Ingstad's businesses and to allow Ms. Herman to represent herself regarding the South Side Project, including but not limited to the design and location of South Side Project facilities on or near the Ingstad and Herman Residences, and any compensation Mr. Ingstad or Ms. Herman may demand or be entitled as result.

5. In the event that litigation should arise between Jim and Vicki Ingstad or Ms. Herman and the City of Fargo related to effects of the South Side Project on the Ingstad or Herman Residences, Dorsey & Whitney LLP would not represent any party.

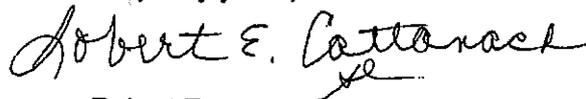
6. To ensure compliance with the foregoing assurances, none of the attorneys involved in the representation of the City of Fargo in Environmental Review and Permitting of the South Side Project will be involved in the representation of Jim and Vicki Ingstad or Mr. Ingstad's businesses, or Ms. Herman, and none of the attorneys involved in the representation of Jim and Vicki Ingstad, or Ms. Herman as related to the Ingstad or Herman Residences, will be involved in the representation of the City of Fargo as related to Environmental Review and Permitting of the South Side Project. Dorsey & Whitney's files will be screened such that attorneys working on either file will not have access to the other file.

7. We will inform Jim and Vicki Ingstad of our representation of the City of Fargo, and obtain its consent consistent with the terms of this letter.

Erik Johnson
March 3, 2009
Page 3

I trust that these arrangements are acceptable to you. I would sincerely appreciate it if you would please sign this letter and return it to me at your earliest convenience.

Very truly yours,



Robert E. Cattanach

cc: Sarah Herman

Accepted and agreed to this ____ day of _____, 2009.

City of Fargo, North Dakota

By: _____



TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE 
RE: REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2009A
DATE: MARCH 4, 2009

Our financial advisors, Springsted, Inc. are currently under contract with the City of Fargo to monitor our outstanding municipal bond portfolio. They have identified two bond issues where refinancing savings exist and are recommending that the bonds be refinanced due to favorable market conditions.

The Finance Committee has evaluated their bond recommendations report and has given its approval to proceed with the proposed refinancing bond sale.

Your approval of this bond issue is requested. A copy of a portion of the financial advisors recommendation report is attached in support of this refinancing bond sale.

Suggested Motion:

Receive and file the bond sale recommendation report from Springsted, Inc. and approve issuance of refinancing bonds setting the bond sale date of Monday, April 6, 2009.

Recommendations

For

City of Fargo, North Dakota

\$13,665,000*

Refunding Improvement Refunding Bonds, Series 2009A

**Preliminary; subject to change*

Presented to:

Mayor Dennis Walaker
Mr. Pat Zavoral, City Administrator
Mr. Kent Costin, Finance Director
Members, City Commission
City of Fargo
200 North Third Street
Fargo, ND 58102

Study No.: 002145107
SPRINGSTED Incorporated
March 4, 2009



RECOMMENDATIONS

Re: Recommendations for the Issuance of \$13,665,000* Refunding Improvement Refunding Bonds, Series 2009A (the "Bonds" or "Issue")

We respectfully request your consideration of our recommendations for the above-named Issue. Proceeds of the Bonds will be used to refund the (i) May 1, 2010 through 2019 maturities of the City's Refunding Improvement Bonds of 2001, Series A, dated September 1, 2001, and (ii) May 1, 2010 through 2019 maturities of the City's Refunding Improvement Bonds of 2001, Series B, dated December 1, 2001 (collectively the "Prior Bonds").

We recommend the following for the Bonds:

1. *Sale Date and Time* Monday, April 6, 2009 at 10:30 A.M., with consideration for award by the City Commission at 5:00 P.M. that same day.

2. *Method of Sale* The Bonds will be sold through a competitive bidding process. In the interest of obtaining as many bids as possible, we have included a provision in the attached Official Terms of Offering for underwriters to submit their bids electronically through the electronic bidding platform of PARITY®. In addition, physical bids (by phone or fax) will be accepted at the offices of Springsted.

In the past we have permitted two means of providing the good faith deposits; either by certified/cashier's check or a financial surety bond. Recently the sole provider of the financial surety bond for this purpose has imposed additional restrictions on its participants. In response, we are allowing an additional means of providing the good faith deposits, whereby Springsted would serve as your agent for the purpose of receiving good faith deposits submitted by wire transfer.

3. *Authority for the Bonds* The Bonds are being issued pursuant to the North Dakota Century Code, Chapters 40-22 through 40-27.

4. *Principal Amount of Bonds** \$13,665,000*

* Included in the attached Official Terms of Offering are provisions that permit the City to increase or reduce the principal amount of the Bonds in any amount in any of the maturities. This will allow for any necessary adjustments required based on final interest rates and issuance costs.

5. *Repayment Term*

The Bonds will mature annually May 1, 2010 through 2019. Interest on the Bonds will be payable semiannually each May 1 and November 1, commencing November 1, 2009.
6. *Security, Source of Payment and Payment Cycle*

The City pledges special assessments against benefited properties for payment of the Bonds. Any deficiencies will be made up from the collection of an annual tax levy or from other available City funds.
7. *Prepayment Provisions*

The City may elect on May 1, 2017, and on any date thereafter, to prepay the Bonds due on or after May 1, 2018 at a price of par plus accrued interest.
8. *Credit Rating Comments*

Applications will be made to Moody's Investors Service and Standard & Poor's Ratings Services for ratings on the Bonds. The City's refunding improvement bond debt is currently rated "Aa2" by Moody's and "AA" by Standard & Poor's.
9. *Term Bonds*

We have included a provision that permits the underwriters to combine multiple maturity years into a term bond, subject to mandatory redemption on the same maturity schedules provided in the Official Terms of Offering. The advantage to the underwriter is that it provides larger blocks of bonds, which are more attractive to bond funds, and certain pension funds. This in turn is a benefit to the City since selling larger blocks of bonds reduces the risk to the underwriter, allowing them to lower their costs and the interest coupons. Since the Bonds are being offered on a competitive bid basis and awarded on the lowest true interest cost, the City will award the Bonds to the best bid regardless of whether term bonds are chosen or not.
10. *Federal Treasury Regulations Concerning Tax-Exempt Obligations*
 - (a) *Bank Qualification*

Under Federal Tax Law, financial institutions cannot deduct from income for federal income tax purposes, expense that is allocable to carrying and acquiring tax-exempt bonds. There is an exemption to this for "bank qualified" bonds, which can be so designated if the issuer does not issue more than \$30 million of tax-

exempt bonds in a calendar year. Issues that are bank qualified generally receive lower interest rates than issues that are not bank qualified. Since the City does expects to issue more than \$30 million of tax-exempt obligations in 2009, the Bonds are not designated as bank qualified.

The American Recovery and Reinvestment Tax Act of 2009 has increased the previous bank qualification limit of \$10 million to \$30 million for tax-exempt bonds issued in 2009 and 2010.

(b) *Arbitrage Compliance*

All tax-exempt issues are subject to the federal arbitrage and rebate requirements, which require all excess earnings created by the financing to be rebated to the U.S. Treasury. The requirements generally cover two categories: bond proceeds and debt service funds. There are exemptions from rebate in both of these categories.

(i) *Rebate*

Bond proceeds, defined generally as both the original principal of the issue and the investment earnings on the principal, may qualify for a spending exception to rebate. Since Bond proceeds will be expended within 90 days of delivery, the proceeds will qualify for the 6-month spending exception.

(ii) *Yield Restriction*

The City must maintain a bona fide debt service fund for the Bonds, or be subject to yield restriction. Yield restriction requires restricting the investment return in the debt service fund to the yield on the Bonds. A bona fide debt service fund is a fund for which there is an equal matching of revenue to debt service expense, with the fund spent down each year to a carry over permitted equal to the greater of the investment earnings in the fund during the prior year or 1/12 the debt service of the prior year.

Prepayment of assessments collected on the Bonds may cause the debt service fund to be non bona fide. Therefore the City should be particularly careful in monitoring the debt service fund for the Bonds.

The City should monitor the debt service fund to make sure yield restriction provisions of the federal arbitrage rules are met.

We understand the City prepares its own rebate calculations and will continue to do so upon the issuance of the Bonds.

(c) *Economic Life*

The average life of the Issue cannot exceed 120% of the economic life of the projects to be financed. Since the average life of the Bonds is less than the remaining average life of the Prior Bonds, the Bonds are within the economic life requirements.

11. *Continuing Disclosure*

The Bonds are subject to continuing disclosure requirements set forth by the Securities and Exchange Commission. The SEC rules require the underwriter of the Bonds to provide an annual update of certain Official Statement information and report any material events to bond holders. The purchaser therefore requires the City to commit to providing such information under a continuing disclosure agreement or "undertaking". If the City does not enter into such an agreement prior to the offering of the debt, underwriters will not offer a bid to purchase the Bonds.

We understand the City prepares and disseminates its own annual reports and will continue to do so upon the issuance of the Bonds.

12. *Attachments*

- Refunding Schedules
- Official Terms of Offering

DISCUSSION

The proceeds of the Bonds will be used to refund the (i) May 1, 2010 through 2019 maturities of the City's Refunding Improvement Bonds of 2001, Series A, dated September 1, 2001 and currently outstanding in the aggregate amount of \$9,305,000 ("Series 2001A Bonds"), and (ii) May 1, 2010 through 2019 maturities of the City's Refunding Improvement Bonds of 2001, Series B, dated December 1, 2001 and currently outstanding in the aggregate amount of \$5,815,000 ("Series 2001B Bonds"). The Series 2001A Bonds and the Series 2001B Bonds are collectively referred to as the "Prior Bonds". The issuance of the Bonds is being conducted as a "current" refunding, in which the proceeds of the Bonds are used within ninety days of bond settlement to redeem the outstanding principal of the Prior Bonds. This refunding is being undertaken to achieve interest cost savings.

The Prior Bonds were originally issued to finance various improvement projects within the City including Streets, dikes, sewers, sanitary sewers, asphalt, curb and gutter, sidewalks and water improvements.

On May 1, 2009 the City will make its regularly schedule debt service payments of \$1,092,101.25 and \$569,511.88 on the Series 2001A Bonds and the Series 2001B Bonds, respectively. On June 1, 2009 (the call date), the City will use the proceeds of the Bonds and \$365,000 of City cash on hand to (i) redeem the remaining \$8,420,000 and \$5,390,000 outstanding principal amounts on the Series 2001A Bonds and Series 2001B Bonds, respectively, and (ii) pay the accrued interest due through the June 1, 2009 call date. Beginning with the November 1, 2009 interest payment, the City will begin to make debt service payments on the Bonds and begin realizing interest cost savings.

Based on current interest rate estimates, the refunding is projected to result in future value savings of approximately \$1,259,575 with a net present value benefit to the City of approximately \$1,505,330. These estimates are net of all costs of issuance associated with the refunding.

We have attached a set of schedules that summarizes the refunding statistics and the projected savings resulting from the sale of the Bonds. These schedules include the following information about the proposed refunding:

- Refunding Summary: shows the detailed sources and uses of funds for the Bonds and statistical information relating to the refunding transaction – page 7
- Prior Original Debt Service: shows the existing debt service requirements on the Prior Bonds without a refunding – pages 8 and 9
- Debt Service to Maturity and to Call: shows the Prior Bonds' remaining debt service to the call date and to maturity – pages 10 - 11
- Net Debt Service Schedules: shows the new projected debt service on the Bonds based on current estimated interest rates, projected future assessments and the net levy requirement of the Bonds – pages 12 - 14
- Debt Service Comparison: shows the projected annual cash flow savings of the Refunding Bonds in comparison to the Series 2001A Bonds and Series 2001B Bonds – Pages 15 - 17

The success of a refunding transaction is dependent upon the interest rate market. We will continue to monitor these transactions between now and the time the Bonds are offered for sale.

Market Conditions

The disruptions being experienced by the market are well documented. At the same time, the market is also showing that it is receptive to sales such as you propose. Good municipal credits in reasonably sized transactions are receiving bidding interest from multiple bidders. Interest rates have increased since mid-August, and are out of balance with taxable rates but never-the-less, not unreasonable on their face. Springsted will continue to monitor market conditions and advise staff prior to your sale if those conditions warrant action on your part or suggest an alternate course.

Springsted is pleased to again be of service to the City of Fargo.

Respectfully submitted,



SPRINGSTED Incorporated

ABG
smc

\$13,665,000

City of Fargo, North Dakota
Refunding Improvement Refunding Bonds, Series 2009A
Current Refunding of Series 2001A, 2001B

Refunding Summary

Dated 04/15/2009 | Delivered 04/15/2009

	Series 2009 Ref 2001A	Series 2009 Ref 2001B	Issue Summary
Sources Of Funds			
Par Amount of Bonds.....	\$8,185,000.00	\$5,480,000.00	\$13,665,000.00
Issuer Equity contribution (May 09 Payment).....	1,092,101.25	569,511.88	1,661,613.13
Transfers from Prior Issue Debt Service Funds.....	365,000.00	-	365,000.00
Total Sources.....	\$9,642,101.25	\$6,049,511.88	\$15,691,613.13
Uses Of Funds			
Deposit to Current Refunding Fund.....	9,543,668.13	5,982,038.86	15,525,706.99
Total Underwriter's Discount (0.725%).....	59,341.25	39,730.00	99,071.25
Costs of Issuance.....	37,136.48	24,863.52	62,000.00
Rounding Amount.....	1,955.39	2,879.50	4,834.89
Total Uses.....	\$9,642,101.25	\$6,049,511.88	\$15,691,613.13
Flow of Funds Detail			
Call Date	5/1/2009	5/1/2009	5/1/2009
Date of OMP Candidates.....			
Primary Purpose Fund Solution Method.....	Gross Funded	Gross Funded	Gross Funded
Total Cost of Investments.....	\$9,543,668.13	\$5,982,038.86	\$15,525,706.99
Interest Earnings @ 0.156%.....	1,759.83	1,127.02	2,886.85
Total Draws.....	\$9,543,668.13	\$5,982,038.86	\$15,525,706.99
PV Analysis Summary (Net to Net)			
Net PV Cashflow Savings @ 2.706%(Bond Yield).....	2,133,581.63	1,147,771.09	3,281,352.72
Total Cash contribution.....	(1,092,101.25)	(569,511.88)	(1,661,613.13)
Transfers from Prior Issue Debt Service Fund.....	(365,000.00)	-	(365,000.00)
Contingency or Rounding Amount.....	1,955.39	2,879.50	4,834.89
Net Present Value Benefit.....	\$678,435.77	\$581,138.71	\$1,259,574.48
Net PV Benefit / \$15,120,000 Refunded Principal.....	7.291%	9.994%	8.331%
Net PV Benefit / \$13,665,000 Refunding Principal.....	8.289%	10.605%	9.218%
Bond Statistics			
Average Life.....	5.301 Years	5.690 Years	5.457 Years
Average Coupon.....	2.6984679%	2.7609374%	2.7245904%
Net Interest Cost (NIC).....	2.8352342%	2.8883443%	2.8574430%
Bond Yield for Arbitrage Purposes.....	2.7064703%	2.7064703%	2.7064703%
True Interest Cost (TIC).....	2.8303869%	2.8842844%	2.8528697%
All Inclusive Cost (AIC).....	2.9252678%	2.9732072%	2.9452649%

Series 2009 Ref 2001A, 20 | Issue Summary | 3/ 4/2009 | 10:22 AM

\$13,665,000

City of Fargo, North Dakota
Refunding Improvement Refunding Bonds, Series 2009A
Current Refunding of Series 2001A, 2001B

Debt Service Comparison

Date	Total P+I	Escrow	Net New D/S	Old Net D/S	Savings
05/01/2009	-	-	-	1,661,613.13	1,661,613.13
05/01/2010	1,793,885.66	(2,886.85)	1,790,998.81	1,979,126.26	188,127.45
05/01/2011	1,760,550.00	-	1,760,550.00	1,944,146.26	183,596.26
05/01/2012	1,657,997.50	-	1,657,997.50	1,845,773.76	187,776.26
05/01/2013	1,622,560.00	-	1,622,560.00	1,806,536.26	183,976.26
05/01/2014	1,578,895.00	-	1,578,895.00	1,765,046.26	186,151.26
05/01/2015	1,542,170.00	-	1,542,170.00	1,726,696.26	184,526.26
05/01/2016	1,502,872.50	-	1,502,872.50	1,686,266.26	183,393.76
05/01/2017	1,456,022.50	-	1,456,022.50	1,643,043.76	187,021.26
05/01/2018	1,411,787.50	-	1,411,787.50	1,602,710.00	190,922.50
05/01/2019	1,370,050.00	-	1,370,050.00	1,560,057.50	190,007.50
Total	\$15,696,790.66	(2,886.85)	\$15,693,903.81	\$19,221,015.71	\$3,527,111.90

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	3,527,111.90
Gross PV Debt Service Savings.....	3,278,475.77
Effects of Primary Purpose Earnings.....	2,876.95
 Net PV Cashflow Savings @ 2.706%(Bond Yield).....	 3,281,352.72
 Total Cash contribution.....	 (1,661,613.13)
Transfers from Prior Issue Debt Service Fund.....	(365,000.00)
Contingency or Rounding Amount.....	4,834.89
Net Future Value Benefit.....	\$1,505,333.66
Net Present Value Benefit.....	\$1,259,574.48
 Net PV Benefit / \$3,735,577.74 PV Refunded Interest.....	 33.718%
Net PV Benefit / \$16,943,475.77 PV Refunded Debt Service.....	7.434%
Net PV Benefit / \$15,120,000 Refunded Principal.....	8.331%
Net PV Benefit / \$13,665,000 Refunding Principal.....	9.218%

Refunding Bond Information

Refunding Dated Date.....	4/15/2009
Refunding Delivery Date.....	4/15/2009



MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: El Zagal Skyway use request

DATE: February 25, 2009

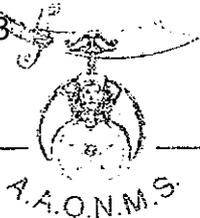
In April 2008 the Board of City Commissioners adopted the Skyway Use Policy. According to the policy, a request for skyway usage by outside parties must include the purpose of the request, the time and date of its proposed usage and a hold harmless pledge to the City from any accidents or destruction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

I have received the attached request from the El Zagal Shrine requesting use of the skyway to hang banners promoting the El Zagal Shrine Circus. The banners will be hung on the chains that run through the skyway and will be on display from March 23rd until April 7th. The request meets all of the requirements listed in the Skyway Use Policy.

Please approve the request from the El Zagal Shrine to use the skyway to promote the El Zagal Shrine Circus, banners to hang in the skyway from March 23 until April 7th, 2009.

Recommended Motion:

Approve the request from the El Zagal Shrine to use the skyway to promote the El Zagal Shrine Circus, banners to hang in the skyway from March 23 until April 7th, 2009.



El Zagal Shriners

1429 3rd Street North • Fargo, ND 58102 • 701-235-7521 • Fax 701-235-7522
 Website: www.elzagal.org • Email: info@elzagal.org

February 26, 2009

To: Steve Sprague, City of Fargo
 From: Bryan Shinn, El Zagal Shrine Circus Vice Chair
 Re: Banners for the Shrine Circus

Dear Steve,

The El Zagal Shriners would like to request permission to display banners (2 ft. x 12 ft, vinyl) in the downtown skyway to promote this years Shrine Circus April 3rd, 4th and 5th at the Fargodome. The Shriners have been displaying their banners to promote the circus for over 25 years. We have (7) banners and would like to have (2) in the skyway over Broadway, (2) in the skyway east of Metro Drug, (2) in the skyway by the Civic Center and (1) in the part of the skyway with only one window. We would like to put them up on March 23rd and would have them taken down no later then Tuesday, April 7th. The banners will read 'El Zagal Shrine Circus April 3rd, 4th and 5th'. We will not hold the city of Fargo responsible for any damage that may happen to our banners including theft. We will hang them as we have done in the past on the chains in the skyway and will not use tape or any other adhesive product.

The Shriners have been strong supporters of the City of Fargo, lining up parades and sponsoring free community events.

Thank you for taking time to consider our request and please call Bryan Shinn, El Zagal Shrine Circus Vice Chair/Public Relations Chair @ 701-261-6350 if you have any questions.

NO MAN EVER STANDS SO TALL AS WHEN HE STOOPS TO HELP A CHILD





MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: MS Walk Skyway use request

DATE: February 26, 2009

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

I have received the attached request from the Multiple Sclerosis Society requesting use of the skyway to hang banners promoting the MS Walk. The banners will be hung on the chains that run through the skyway and will be on display from April 8th until April 27th. The request meets all of the requirements listed in the Skyway Use Policy.

Please approve the request from the Multiple Sclerosis Society to use the skyway to promote the MS Walk, banners to hang in the skyway from April 8th until April 27th, 2009.

Recommended Motion:

Approve the request from the Multiple Sclerosis Society to use the skyway to promote the MS Walk, banners to hang in the skyway from April 8th until April 27th, 2009.



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

February 25, 2009

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

Dear Mr. Sprague and Fargo City Commission,

I am writing to request the use of the skyway that crosses downtown Broadway to promote our upcoming Walk MS Fargo event and increase awareness about multiple sclerosis. We plan to put up signage and promotional items in the skyway related to Walk MS and the National MS Society. Ideally, we would like to have this up the first two and ½ weeks in April if possible, but we can be flexible on this timeframe and can certainly do a shorter period. The date of Walk MS Fargo is Saturday, April 25, 2009. We will adhere to all the rules and regulations regarding use of this skyway and hold a harmless pledge to the city from any accidents or destruction of property.

Walk MS Fargo is a community event to create awareness for multiple sclerosis and offer hope and inspiration for those living with this devastating disease. The National MS Society sponsors events like Walk MS to raise funds for research, as well as comprehensive programs and services for people with MS -- moving closer to a world free of MS.

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

Thank you for your consideration.

Gratefully,


Amy Hinkemeyer
Development Manager
National MS Society



f 1

ASSESSMENT DEPARTMENT

February 26, 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 Randy & Connie Grondahl. 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 \$460 with the City of Fargo's share being \$60.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

tla

attachment

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

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

Property Identification

1. Name of Property Owner RANDY & CONNIE GRONDATHL Phone No. 701.235.2135

2. Address of Property 3102 9TH ST N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, KNOLLBROOK ADDITION
S 5 FT + ALL OF S 5 FT OF 7 + ALL OF 8 BLOCK 8

4. Parcel Number 01-1660-010-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 3102 9TH 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). KITCHEN REMODEL

7. Building Permit No. 80151 8. Year Built HOUSE 1964 / REMODEL 2008

9. Date of Commencement of making the improvement 18 FEB 2008

10. Estimated market value of property before improvement \$ 150,000

11. Cost of making the improvement (all labor, material and overhead) \$ 22,397

12. Estimated market value of property after improvement \$ 162,000

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 [Signature] Date _____

Assessor's Determination

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

Assessor's Signature [Signature] Date 2/26/09

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 _____



Handwritten initials "f 2" enclosed in a hand-drawn oval.

ASSESSMENT DEPARTMENT

February 19, 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 John Lachance. 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 \$615 with the City of Fargo's share being \$80.

Sincerely,

Handwritten signature of Ben Hushka in black ink.

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 JOHN LACHANCE Phone No. 238-8011

2. Address of Property 2001 11 AVE S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed LT 12 BLK 8 HILLEBOE TERRACE

4. Parcel Number 01-1270-01860-000

5. Mailing Address of Property Owner SAME

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). REPLACE WINDOWS, REPLACE FRONT ENTRY, REMOVE & REPLACE FRONT STEPS, BESIDE DWELLING, NEW GARAGE DOOR

7. Building Permit No. 82043 8. Year built if residential property 1954

9. Date of commencement of making the improvement _____

10. Estimated market value of property before improvement \$ 111,000 (2008)

11. Cost of making the improvement (all labor, material and overhead) \$ 29,926

12. Estimated market value of property after improvement \$ 121,000 (2009)

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 John Lachance Date 2/15/09

Assessor's Determination

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

Assessor's Signature [Signature] Date 2/23/09

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 _____

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 10-07

33-09
CR# 1460
25.00

91

Name of Non-profit Organization <i>EVAN KROGEN Benefit Fund</i>		Date(s) of Activity <i>March 28 09 to March 28 09</i>	
Person Responsible for the Gaming Operation <i>Melanie Jean Loeb</i>		Title <i>Volunteer</i>	Business Phone Number <i>218.359-0002</i>
Business Address <i>2110 14th St S</i>	City <i>Moorhead</i>	State <i>MN</i>	Zip Code <i>56560</i>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Hope Lutheran Church - North Campus</i>		Site Address <i>2900 Broadway</i>	
City <i>Fargo</i>	State <i>ND</i>	Zip Code	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

Please see attached sheet with all items, descriptions, and value.

Thank you

1,021.83

Intended uses of gaming proceeds: *Apply towards medical bills*

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: \$ *none*. 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>Melanie Loeb</i>	Date <i>3-1-09</i>	Title <i>Volunteer</i>	Daytime Phone Number <i>218.359-0002</i>
--	-----------------------	---------------------------	---

3-3-09
 @#1379
 25.⁰⁰

9 3

Name of Non-profit Organization Fargo North Fastpitch Softball		Date(s) of Activity MARCH 16, 2009 to May 30, 2009	
Person Responsible for the Gaming Operation KEVIN HANSON - Head Coach		Title Head Coach	Business Phone Number 701-793-5674
Business Address 214 1/2 Broadway	City Fargo	State ND	Zip Code 58102
Mailing Address (if different) same	City same	State -	Zip Code -
Name of Site Where Game(s) will be Conducted FARGO North High School		Site Address 801 17th AVE. N.	
City Fargo	State ND	Zip Code 58102	County CASS
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" 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
Calendar Raffle	CASH	\$ 1000.00			\$
Total:					(Limit \$12,000 per year) \$ 1000.00

Intended uses of gaming proceeds: Help fund our team expenses. Equipment, travel, umpires etc.

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>Kevin Hanson</i>	Date 3/3/09	Title Head Coach	Daytime Phone Number 701-793-5674
--	----------------	---------------------	--------------------------------------



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 18, 2009

RE: NOTICE OF GRANT AWARD FOR IMMUNIZATION PROGRAM
NORTH DAKOTA DEPARTMENT OF HEALTH
CONTRACT NO. 08-984 CFDA NO. 93.268

The attached Notice of Grant Award with the North Dakota Department of Health is for the immunization program to increase immunization levels, collaboration, and provide assistance with surveillance and reporting.

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

Suggested Motion: Move to approve the immunization contract with the North Dakota Department of Health.

RB/LA
Enclosures

Contract No. 08-984		CFDA No. 93.268		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200	
Contract Period From: January 1, 2009		Through: June 30, 2009		TYPE: NOTICE OF GRANT AWARD (SFN53771)	
This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.					
Title of Project/Program: Immunization Program				Health Dept. Grant Code: H031	
Contractor Name and Address: Fargo Cass Public Health 401 Third Avenue North Fargo, ND 58102-4839 Contact Name: Ruth Bachmeier, Director of Public Health Telephone: 701.241.1360			North Dakota Department of Health Program Director: Molly Sander, Immunization Program Manager North Dakota Department of Health Division of Disease Control 600 East Boulevard Avenue Bismarck, ND 58505-0200 Telephone: 701.328.4556		
Financial Information		Dept of Health Cost Share		Contractor Cost Share	
Amount of Financial Assistance		\$41,100		\$0	
Previous Funds Awarded		\$		\$0	
Total Funds Awarded to Date		\$41,100		\$0	
Scope of Service: (1) Increase the immunization levels within grantee service area through increased service delivery activities, collaboration with private immunization providers, Indian Health Services, schools, and childcares, participation in immunization coalitions, linkage with WIC agencies, immunization coverage assessment activities, educational/promotional activities, and tracking and reminder/recall activities. (2) Provide assistance with surveillance and reporting of vaccine-preventable diseases and involvement in case investigations.					
Reporting Requirements: Quarterly Expenditure and activity reports are required. Expenditure report for the period ending June 30, 2009 must be received by July 15, 2009. Reimbursement will be processed upon Department approval of activity and expenditure reports.					
Special Conditions: Financial obligation of the Department is contingent upon funds being made available by the US Department of Human Services. Progress towards the goal of increasing immunization rates will be monitored using the NDIIS by producing county level immunization compliance survey reports along with AFIX/CASA provider site visits.					
This contract is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only <input checked="" type="checkbox"/> Requirements Received]; (2) Applicable Federal and State regulations.					
Evidence of Contractor's Acceptance			Evidence of Departmental Acceptance		
 Signature		February 18, 2009 Date	Signature		Date
Typed Name and Title of Authorized Representative Ruth Bachmeier Director of Public Health			Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer		
Signature		Date	Signature		Date
Typed Name and Title of Authorized Representative Dennis R. Walaker Mayor, City of Fargo			Typed Name and Title of Authorized Representative Kirby Kruger, Director Division of Disease Control		

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



March 2, 2009

Board of City Commissioners
City Hall - 200 N 3rd Street
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department requests authorization to issue a request for proposal to replace the current electronic fare collection system. The system was purchased in 2002, but now has extensive maintenance issues and has become obsolete.

This procurement is consistent with the current TIP and follows the Federal Transit Administration guidelines. The City of Fargo's total cost is anticipated at \$450,000 and will be funded with 100% economic stimulus dollars.

In addition, the Cities of Grand Forks and Bismarck have expressed interest in jointly procuring fareboxes with the Cities of Fargo and Moorhead.

The requested motion is to authorize staff to release a Request for Proposals for the purchase of farebox equipment jointly with the City of Moorhead, with an option for the Cities of Grand Forks and Bismarck.

Sincerely,



Julie Bommelman
Transit Administrator
City of Fargo

Attachment



REQUEST FOR PROPOSALS

VALIDATING BUS FAREBOX, REVENUE AND DATA COLLECTION SYSTEM

Notice is hereby given that the Cities of Fargo, North Dakota, and Moorhead, Minnesota, and Grand Forks, North Dakota, and Bismarck, North Dakota will receive Requests for Proposals for three transit electronic fare collection systems, including installation, training and support, until 2:00 p.m. on April 9, 2009. Proposals received after the specified date/time will be considered late proposals and will not be opened or considered for award.

Fargo-Moorhead Metro Area Transit has 27 Fargo buses, 10 Moorhead buses, 3 spares, and 2 shared sales locations. The Cities of Fargo and Moorhead will jointly contract for and purchase one fare collection system. The City of Grand Forks has 13 buses, 1 spare, and 2 sales locations. The City of Bismarck has 9 buses, 2 spares, and 1 sales location. Grand Forks and Bismarck will contract independently for and purchase one fare collection system each.

These capital purchases shall be funded up to 100% by grants from the Federal Transit Administration.

Copies of the Request for Proposals package are available through: Julie Bommelman or Lori Van Beek, 650 23rd Street N, Fargo, ND 58102, or by calling 701-476-6737 or 701-476-6686, FAX 701-241-8558 e-mail: JBommelman@matbus.com or LVanbeek@matbus.com.

All bids must be accompanied by a cashier's check drawn upon a reputable bank in the United States or a surety bond made payable to the Cities of Fargo and Moorhead, Grand Forks, and Bismarck in an amount equal to 10% of the total base bid proposal amount.

All bidders are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The Cities of Fargo and Moorhead, Grand Forks, and Bismarck will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

All bidders shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended. The Cities reserve the right to reject any and all bids and to waive any informalities, irregularities or technicalities in the bidding.

(j)

IMAGE
Group
Architecture
& Interiors

February 26, 2009



Pat Zavoral
City of Fargo
200 3rd Street North
Fargo, ND 58102

Richard
Moorhead
AIA, NCARB

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

Carter
Sharff
RA, NCARB

Dear Mr. Zavoral;

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

1. Change Order No. G-8 in the deduct amount of (\$11,682.00)
2. Change Order No. G-9 in the amount of \$18,482.00
3. Change Order No. G-10 in the amount of \$24,419.00
4. Change Order No. E-2 in the amount of \$22,642.14
5. Change Order No. E-3 in the amount of \$10,825.50

Marcia
Pulczynski
AIA, NCARB,
LEED AP

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

403 Center
Avenue
Suite 300
Moorhead
Minnesota
56560

Sincerely,

IMAGE GROUP, INC.

Richard A. Moorhead, NCARB, AIA

Telephone
218.233.2062

IG: jrg

Enc.

Facsimile
218.233.2575

CC: Tim Dirks

1

AIA Document G701™ - 2001

Change Order

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

CHANGE ORDER NUMBER: G-8

DATE: January 12, 2009

ARCHITECT'S PROJECT NUMBER: 0505.04

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR: (Name and address)
Meinecke-Johnson Company
5 North Fourteenth Street
P.O. Box 2643
Fargo, ND 58108-2643

CONTRACT DATE: July 20, 2007

CONTRACT FOR: General Construction

The Contract is changed as follows:

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

The original (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ was \$ 5,850,700.00

The net change by previously authorized Change Orders \$ 163,793.00

The (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ prior to this Change Order was \$ 6,014,493.00

The (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ will be ~~(increased)~~ (decreased) ~~(unchanged)~~
by this Change Order in the amount of \$ (11,682.00)

The new (Contract Sum) ~~(XXXXXXXXXXXXXXXXXXXX)~~ including this Change Order will be \$ 6,002,811.00

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

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

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

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

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

Meinecke-Johnson Company
CONTRACTOR (Firm name)
5 North Fourteenth Street
Fargo, ND 58108-2643
ADDRESS

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

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

February 24, 2009
DATE

BY (Signature)
Roger D. Olson
(Typed name)

February 18, 2009
DATE

BY (Signature)

(Typed name)

DATE

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

CHANGE ORDER G-8

Fargo Public Library
Main Library
Fargo, North Dakota

Image 0505.04

1. DELETE Aaron Carlson First & Second Floor Millwork desks.	DELETE (\$35,612.00)
2. Finger Joint Sticks.	ADD \$3,570.00
3. Blocking for new and existing shelving.	ADD \$3,315.00
4. Display boards at 206 and 2224.	DELETE (\$148.00)
5. Integrity of rated walls.	ADD \$1,404.00
6. Collapsible rubber water retainer.	ADD \$207.00
7. ADD horizontal blinds at Office 206.	ADD \$321.00
8. Horton Operators.	ADD \$1,021.00
9. Eliminate handrail extensions at Stair No. 3 and Stair No. 2.	ADD \$923.00
10. City of Fargo Code Review; ADD firecaulking and grab bars.	ADD \$3,930.00
11. REVISE penthouse plywood sheathing to be fire retardant.	ADD \$4,978.00
12. ADD GWB soffit between Rooms 220 and 222.	ADD \$728.00
13. Raise book drop height.	ADD \$181.00
14. REVISE woodwork and wood doors from "black" Ash to "white" Ash.	ADD \$1,124.00
15. INCREASE height of chiller screen.	ADD \$2,376.00
	<u>ADD</u> <u>\$2,376.00</u>
	(\$11,682.00)

2

AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address) Fargo Public Library Main Library Fargo, North Dakota	CHANGE ORDER NUMBER: G-9	<input type="checkbox"/> OWNER
	DATE: January 12, 2009	<input type="checkbox"/> ARCHITECT
	ARCHITECT'S PROJECT NUMBER: 0505.04	<input type="checkbox"/> CONTRACTOR
TO CONTRACTOR: (Name and address) Meinecke-Johnson Company 5 North Fourteenth Street P.O. Box 2643 Fargo, ND 58108-2643	CONTRACT DATE: July 20, 2007	<input type="checkbox"/> FIELD
	CONTRACT FOR: General Construction	<input type="checkbox"/> OTHER

The Contract is changed as follows:

- (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
1. Credit for retention of Motorcycle Parking Pad. (\$3,089.00)
 2. Revise door & sidelights at Opening 103E/103F. \$14,718.00
 3. Canopy Ventilation. \$1,261.00
 4. Increase length of leads @ motorized shades. \$695.00
 5. Foundation for Type "GG" lights. \$1,398.00
 6. Steel rods & collars @ Stair No. 1 "sticks". \$3,499.00

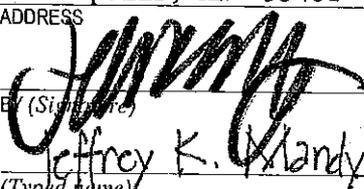
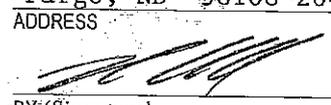
The original (Contract Sum) (Contract Maximum Price) was	\$ 5,850,700.00
The net change by previously authorized Change Orders	\$ -152,111.00
The (Contract Sum) (Contract Maximum Price) prior to this Change Order was	\$ 6,002,811.00
The (Contract Sum) (Contract Maximum Price) will be (increased) to by this Change Order in the amount of	\$ 18,482.00
The new (Contract Sum) (Contract Maximum Price) including this Change Order will be	\$ 6,021,293.00

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

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

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

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

<u>Meyer, Scherer & Rockcastle</u> ARCHITECT (Firm name) 710 South 2nd Street, 7th Minneapolis, MN 55401 ADDRESS	<u>Meinecke-Johnson Company</u> CONTRACTOR (Firm name) 5 North Fourteenth Street Fargo, ND 58108-2643 ADDRESS	<u>City of Fargo</u> OWNER (Firm name) 200 North Third Street Fargo, ND 58102 ADDRESS
 BY (Signature) Jeffrey K. Mandryck (Typed name)	 BY (Signature) Roger D. Olson (Typed name)	 BY (Signature) (Typed name)
February 24, 2009 DATE	February 18, 2009 DATE	 DATE

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

3



AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address) Fargo Public Library Main Library Fargo, ND	CHANGE ORDER NUMBER: G-10	OWNER <input type="checkbox"/>
	DATE: January 26, 2009	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER: 0505.04	CONTRACTOR <input type="checkbox"/>
TO CONTRACTOR: (Name and address) Meinecke-Johnson Company 5 North Fourteenth Street P.O. Box 2643 Fargo, ND 58108-2643	CONTRACT DATE: July 20, 2007	FIELD <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER <input type="checkbox"/>

The Contract is changed as follows:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 See Attached.

The original (Contract Sum) ~~(Contract Maximum Price)~~ was \$ 5,850,700.00
 The net change by previously authorized Change Orders \$ 170,593.00
 The (Contract Sum) ~~(Contract Maximum Price)~~ prior to this Change Order was \$ 6,021,293.00
 The (Contract Sum) ~~(Contract Maximum Price)~~ will be (increased) ~~(decreased) (unchanged)~~
 by this Change Order in the amount of \$ 24,419.00
 The new (Contract Sum) ~~(Contract Maximum Price)~~ including this Change Order will be \$ 6,045,712.00
 The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by zero (0) days
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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

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

Meyer, Scherer & Rockcastle ARCHITECT (Firm name) 710 South 2nd Street, 7th Minneapolis, MN 55401 ADDRESS	Meinecke-Johnson Company CONTRACTOR (Firm name) 5 North Fourteenth Street Fargo, ND 58108-2643 ADDRESS	City of Fargo OWNER (Firm name) 200 North Third Street Fargo, ND 58102 ADDRESS
 BY (Signature) Jeffrey K. Mandyck (Typed name) February 24, 2009 DATE	 BY (Signature) Roger D. Olson (Typed name) February 18, 2009 DATE	 BY (Signature) (Typed name) DATE

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

CHANGE ORDER G-10

Fargo Public Library
Main Library
Fargo, North Dakota

Image 0505.04

1. Revise east access ramp foundation.	• ADD	\$4,063.00 ✓
2. Increase width of exit sidewalk/steps.	• ADD	\$851.00 ✓
3. Hardware Revision @ Door 136.	• ADD	\$1,317.00 ✓
4. Exterior Stair Railings.	• ADD	\$3,337.00 ✓
5. Soffit @ 207-213.	• ADD	\$2,695.00 ✓
6. Terrazzo Base @ 101, 102 & 166.	• ADD	\$2,713.00 ✓
7. S.S. Collars @ Stair No. 1.	• ADD	\$1,183.00 ✓
9. Cast Plastic Countertops @ 160, 161, 217 & 218.	• ADD	\$5,579.00 ✓
10. CPU Shelves.	• ADD	\$2,681.00 ✓
		<hr/>
		\$24,419.00

6



AIA Document G701™ - 2001

Change Order

PROJECT: <i>(Name and address)</i> Fargo Public Library Main Library Fargo, North Dakota	CHANGE ORDER NUMBER: E-3 DATE: January 26, 2009 ARCHITECT'S PROJECT NUMBER: 0505.04	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Scott's Electric, Inc. 671 6th Street South P.O. Box 505 Wahpeton, ND 58074	CONTRACT DATE: July 20, 2007 CONTRACT FOR: Electrical Construction	

The Contract is changed as follows:

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

1. Exterior canopy signage rough-in.	ADD	\$2,751.80
2. Poke thru devices between grids D/E and 6/8.	ADD	\$8,073.70
TOTAL ADD		\$10,825.50

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,057,157.00
The net change by previously authorized Change Orders	\$ 22,642.14
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,079,799.14
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) by this Change Order in the amount of	\$ 10,825.50
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 1,090,624.64
The Contract Time will be (increased) (decreased) (unchanged) by zero (0) days	
The date of Substantial Completion as of the date of this Change Order therefore is unchanged	

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

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

Meyer, Scherer & Rockcastle ARCHITECT <i>(Firm name)</i> 710 South 2nd Street, 7th Minneapolis, MN 55401 ADDRESS BY <i>(Signature)</i> Jeffrey K. Mandyck (Typed name) February 24, 2009 DATE	Scott's Electric, Inc. CONTRACTOR <i>(Firm name)</i> 671 6th Street South Wahpeton, ND 58074 ADDRESS BY <i>(Signature)</i> Scott Meyer (Typed name) January 28, 2009 DATE	City of Fargo OWNER <i>(Firm name)</i> 200 North Third Street Fargo, ND 58102 ADDRESS BY <i>(Signature)</i> (Typed name) DATE
--	--	--

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

(K)

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): GTC Lighting Modifications Fargo, ND	CHANGE ORDER NUMBER: CO 001 DATE: January 15, 2009	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address): R.B.B. Electric, Inc. 1123 51st Street North P.O. Box 13635 Grand Forks, ND 58203	ARCHITECT'S PROJECT NUMBER: 20056432 CONTRACT DATE: November 07, 2008 CONTRACT FOR: Electrical Construction	CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Change schedule 40 PVC conduit system to schedule 80 - \$55.00

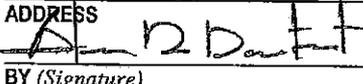
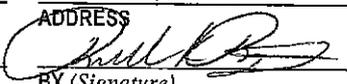
The original Contract Sum was	\$ 57,463.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 57,463.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 55.00
The new Contract Sum including this Change Order will be	\$ 57,518.00

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

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

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

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

<u>EAPC Architects Engineers, P.C.</u> ARCHITECT (Firm name)	<u>R.B.B. Electric, Inc.</u> CONTRACTOR (Firm name)	<u>City of Fargo Planning Department</u> OWNER (Firm name)
<u>112 North Roberts Street, Suite 300, Fargo, ND 58102</u> ADDRESS	<u>1123 51st Street North, P.O. Box 13635, Grand Forks, ND 58203</u> ADDRESS	<u>200 Third Street North, Fargo, ND 58102</u> ADDRESS
<u></u> BY (Signature)	<u></u> BY (Signature)	<u></u> BY (Signature)
<u>Alan D. Dostert, President/CEO</u> (Typed name)	<u>Ron Rieger, Owner</u> (Typed name)	<u>Mayor Dennis Walaker</u> (Typed name)
<u>JAN 21 1009</u> DATE	<u>2-4-09</u> DATE	<u></u> DATE

**Rieger, Borgen, Benson
Electric, Inc.**

RBB Electric, Inc.
PO Box 13635
1123 North 51st Street
Grand Forks, ND 58208
Phone (701)775-7404
Fax (701)775-7417

Proposal

Proposal Submitted to:

City of Fargo Planning Department
200 Third Street North
Fargo ND

Date:

12-30-08

Phone: 701-241-1474

Fax: 701-241-1526

Job: GTC Lighting Modifications

502 NP Avenue

Project #20056432

We are pleased to submit our proposal for furnishing and installing as follows:

Change PVC conduit from schedule 40- schedule 80, breakdown attached per ASI 002

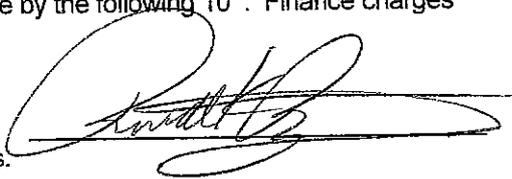
Add the sum of
Fifty five dollars -- \$55.00

Payment to be made as follows:

Billings sent on the 25th of the month with payment due by the following 10th. Finance charges apply at 1.5% on the balances over 30 days.

Authorized Signature

Proposal may be withdrawn if not accepted within 30 days.



Signature _____

Signature _____

Service * Residential * Commercial * Industrial

Locally Owned and Operated



Done	<input type="checkbox"/>
Refaxed	<input type="checkbox"/>
Date	<u> </u> / <u> </u> / <u> </u>

Fax Transmittal

Attention: Ray Biegen

Company: R.B.B. Elex, Inc

Phone No.: _____

Fax No.: _____

Number of pages including cover sheet: 2

From: David Schmidt

Date: 12/23/08

Reference: ASI 002

Project No.: 20056432

If you do not receive all the pages, please call EAPC at (701) 461-7222.

REMARKS:

- Urgent
- For your review
- Reply ASAP
- Please comment

c: Jim Belmore

 **AIA**® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT (Name and address):
 GTC Lighting Modifications
 502 NP Avenue
 Fargo, ND 58102

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: ASI 002

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

OWNER (Name and address):
 City of Fargo Planning Department
 200 Third Street North
 Fargo, ND 58102

DATE OF ISSUANCE: December 23, 2008

CONTRACT FOR: Electrical Construction

FROM ARCHITECT (Name and address):
 EAPC Architects Engineers, P.C.
 112 North Roberts Street
 Suite 300
 Fargo, ND 58102

CONTRACT DATE: November 12, 2008

TO CONTRACTOR (Name and address):
 R.B.B. Electric, Inc.
 1123 51st Street North
 P.O. Box 13635
 Grand Forks, ND 58203

ARCHITECT'S PROJECT NUMBER:
 20056432

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

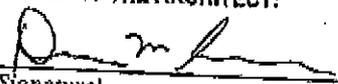
DESCRIPTION:

Recently received information suggests that the spaces where work is required indoors are presently unclassified. Exterior and interior plastic conduit will probably not be subject to physical damage. However, just to be on the safe side, you may make them Schedule 80 PVC. Please verify the above information before ordering materials and products.

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:



 (Signature)

David Schmidt, P.E.

 (Printed name and title)

BID SUMMARY REPORT

Name: Fargo Ground Transportation

Estimator: Ron Rieger

Job #: 1292

MARK UPS

Raw Cost	\$41.61
Tax	\$2.13
Raw Cost With Tax	\$43.74
Overhead	\$6.24
Profit	\$4.78
Total Return \$	\$11.03
Total Return %	20.13%
Price	\$54.77
Bond	\$0.00
Sell Price	\$54.77
Sales Per Month	\$0.00
Return Per Month	\$0.00
Price Per Sq Foot	\$0.00
Hours Per Sq Foot	0.00
Square Feet	0.00
Job Months	0.00
Hours per Week	40.00
Workers Per Day	0.00
Total Hours	0.00
Mark Up Sales Tax?	No
Use Bond Table?	No
Sell Adjusted By:	\$55.00
Adj Sell Return	20.47%
	\$11.26

TAX Report	Base Amount	Tax Rate %	Tax Amount
Materials	\$31.61	6.75%	\$2.13
Labor	\$0.00	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$10.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	<u>\$2.13</u>

Direct Job Expense					
Name	Supplier	Tax (0%)	Unit	Multiplier	Dollars
Permit / Fees		No	\$5.00	1.00	\$5.00
Misc		No	\$5.00	1.00	\$5.00
		Total:			<u>\$10.00</u>

BID SUMMARY REPORT

Name: Fargo Ground Trasnspotation

Estimator: Ron Rieger

Job #: 1292

Job Name: Fargo Ground Trasnspotation

Contractor: RBB Electric Inc

Estimator: Ron Rieger

Notes:

Bid Date: Wednesday, October 22, 2008

Included	Summary Description	Extended	%	Adjusted Material	Extended	%	Adjusted Labor
<input checked="" type="checkbox"/>	Change PVC	\$31.61	100.00	\$31.61	0.00	100.00	0.00

MARK UPS

	Total	%	OVERHEAD		PROFIT	
			Amount	%	Amount	
Materials	\$31.61	+ 15.00%	\$36.35	+ 10.00%	\$39.98	
Labor	\$0.00	+ 15.00%	\$0.00	+ 10.00%	\$0.00	
Supplier Quotes	\$0.00	+ 15.00%	\$0.00	+ 10.00%	\$0.00	
SubContractors	\$0.00	+ 15.00%	\$0.00	+ 10.00%	\$0.00	
Direct Job Expense	\$10.00	+ 15.00%	\$11.50	+ 10.00%	\$12.65	
Equipment Rental	\$0.00	+ 15.00%	\$0.00	+ 10.00%	\$0.00	
Totals:	\$41.61	+ 15.00%	\$47.85	+ 10.00%	\$52.63	

Cost Code

Item #	Item Name	Quantity	Price 1	u	Ext. Price 1	Bid Lbr	u	Bid Lbr Ext	CCode
1	Category: Branch Rough								
2	4,315 3/4 PVC 40	<input type="checkbox"/> -261.00	\$12.89	C	\$33.64	3.00	C	-7.83	cb
3	4,368 3/4 PVC 80	<input type="checkbox"/> 261.00	\$25.00	C	\$65.25	3.00	C	7.83	cb
4					\$31.61			.00	



WESCO FARGO

2650 7TH AVE N
 FARGO, ND 58102
 PH: 701-232-4446
 FAX: 701-234-0456

Quote Number:198560

THIS QUOTATION IS AN OFFER TO SELL EXPRESSLY CONDITIONAL ON BUYERS ACCEPTANCE OF WESCO STANDARD TERMS AND CONDITIONS 110100 AS MODIFIED AND UPDATED. SAID TERMS ARE INCORPORATED HEREIN BY REFERENCE.

Date: December 30, 2008
 To: RBB ELECTRIC, INC.
 Attn: RON
 Phone: Ext:
 Fax:

Ship To:
 1123 N 51ST STREET
 1123 N 51ST STREET
 GRAND FORKS
 ND 58203

Quoted By:
 MATTHIESEN P

Bid Reference:

Description

Ship Terms:
 FREIGHT ALLOWED

Ship Via:
 BEST WAY

RFQ/Bid#

PO#

em	Qty	Std Pkg	Catalog#	Description	Manufacturer	Unit Price	UOM	Total Price	Lead Time
			3/4-PVC-SCHED-40	PVC 3/4-PVC-SCHED-40 CONDUIT	Conduit: Pvc Conduit And Fittings, P&C Duct	12.890	C		
			3/4-PVC-SCHED-80	PVC 3/4-PVC-SCHED-80 CONDUIT	Conduit: Pvc Conduit And Fittings, P&C Duct	25.000	C		
			3/4-90D-SCH-40-COND-ELL	PVC 3/4-90D-SCH-40-COND-ELL	Conduit: Pvc Conduit And Fittings, P&C Duct	48.790	C		
			3/4-CONDUIT-CP LG	PVC 3/4-CONDUIT-CPLG	Conduit: Pvc Conduit And Fittings, P&C Duct	12.960	C		
			3/4-TERMINAL-A DPT	PVC 3/4-TERMINAL-ADPT	Conduit: Pvc Conduit And Fittings, P&C Duct	24.720	C		

Pa



WESCO
DISTRIBUTIONSM

WESCO FARGO

2650 7TH AVE N
FARGO, ND 58102
PH: 701-232-4446
FAX: 701-234-0456

Quote Number:198560

THIS QUOTATION IS AN OFFER TO SELL EXPRESSLY CONDITIONAL ON BUYERS ACCEPTANCE OF WESCO STANDARD TERMS AND CONDITIONS 110100 AS MODIFIED AND UPDATED. SAID TERMS ARE INCORPORATED HEREIN BY REFERENCE.

5 Line Items

Subtotal:

Grand Total:

WESCO DISTRIBUTION, INC. TERMS AND CONDITIONS OF SALE - 010107

1. WESCO Terms and Conditions Control the Agreement.

All the terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by WESCO Distribution, Inc. and any of its domestic subsidiaries, unincorporated divisions or affiliates ("WESCO") to sell to the named Buyer the goods referenced on the face of this document ("Goods") and services (including, without limitation, any material management, assembly and fitting services, and engineering and design services (whether performed by WESCO or a subcontractor)) referenced on the face of this document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by WESCO of any offer or counteroffer of Buyer, and WESCO hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to WESCO with respect to the Agreement.

If Buyer has submitted or will submit additional and/or different terms and conditions to WESCO, or submit a counteroffer to WESCO, WESCO's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer, nor will WESCO's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.

2. Prices.

A. Unless otherwise agreed to by WESCO in writing, WESCO's prices for the Goods and Services will be the prices stated on the face of this document or WESCO's standard price for such Goods and Services as of the date hereof, provided that, where standard prices for Goods in the quantities ordered as calculated by WESCO extend beyond two decimal places, WESCO shall round such prices for Goods to the nearest two decimal places for purposes of determining Buyer's payment obligation with respect to such Goods; provided, however, that WESCO may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.

B. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. WESCO and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm WESCO. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, WESCO shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which WESCO may be entitled at law or in equity.

3. Specifications. Unless WESCO has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. WESCO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.

4. Shipment of Goods; Performance of Services.

A. Shipment of all Goods shall be made F.O.B. point of shipment (Ex Works WESCO's facility per INCOTERMS 2000 for international shipments). Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment.

B. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are WESCO's best estimates for informational purposes only, and delivery of Goods and performance of Services will be made subject to prior orders on file with WESCO. Unless otherwise agreed to by WESCO in writing, WESCO may, in its sole discretion, use any commercial carriers for shipment of the Goods.

C. WESCO will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but WESCO reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

D. Unless otherwise agreed to by WESCO in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.

E. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

F. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to WESCO for any losses, damages, or additional expenses incurred or suffered by WESCO as a result of Buyer's inability to receive the Goods.

G. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies will be waived by Buyer unless made in writing to WESCO within five days of receipt of the Goods.

H. WESCO may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

I. Until Buyer has fully and finally paid all amounts owed to WESCO for any Goods, Buyer shall hold such Goods in trust for WESCO, and WESCO may repossess them if Buyer fails to pay for them in a timely fashion.

5. Payment.

A. All payments for Goods and Services must be made in United States currency unless specified in writing by WESCO. Payments for Goods and Services will be made by such means as WESCO may specify, such as by check or wire transfer, provided that WESCO may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards.

B. Payment for Goods and Services is due within 30 days from the date of WESCO's invoice; provided, however, that WESCO reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery.

C. WESCO shall have the right to offset any and all amounts due and owing from WESCO to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to WESCO under this Agreement.

D. If Buyer defaults in payment, Buyer will be liable for all collection costs incurred by WESCO including, but not limited to, attorneys' and collection agency fees, and all related disbursements.

E. If Buyer does not pay when payment is due, past due amounts are subject to service charges of one and a half percent (1 1/2%) per month of the maximum percentage rate permitted by law, whichever is less.

6. Taxes. The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services.

7. Cancellation. Buyer may cancel its order for Goods and/or Services, but only if WESCO agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by WESCO in connection with the placement of such order(s).

8. Disclaimer of Warranties. WESCO HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. WESCO shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

9. Exclusive Remedy. Buyer's EXCLUSIVE remedy against WESCO for any claim for, or arising out of, any Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at WESCO's sole election, a refund of the purchase price of the Good. Buyer's EXCLUSIVE remedy against WESCO arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at WESCO's sole election, a refund of the purchase price of the Service. These remedies only will be available to Buyer for one year after the Good is tendered or Service is provided to Buyer, and WESCO's obligations under this Section 9 will be void unless Buyer provides WESCO with notice of the defect in the Good or Service within 30 days of discovery of the defect. Any Good returned to WESCO for repair, replacement or refund under this Section 9 will be returned by Buyer in accordance with WESCO's return material authorization procedures then in effect.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) WESCO BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL,

CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTION OR ATTORNEYS FEEB OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF WESCO IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) WESCO'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.

11. Indemnification.

A. Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any Goods or Services, WESCO will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such Goods. This Section 11 sets forth Buyer's sole and exclusive remedy against WESCO regarding the infringement by any Goods or Services of any third party intellectual property rights, including, without limitation, any patents or trademarks.

B. Buyer will indemnify, defend and hold harmless WESCO, its shareholders, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by WESCO's employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not WESCO or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify WESCO for WESCO's obligation, if any, to Buyer under Section 8 above. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against WESCO or any other indemnified party resulting from any Claim, any court costs of WESCO or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by WESCO or any other indemnified party in WESCO's defense of any Claim. WESCO will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against WESCO, Buyer or any third party.

12. Product Suitability. Goods sold by WESCO are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, WESCO cannot guarantee that the Goods meet applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the facilities in which the Goods will be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods will comply with them.

13. Ownership. WESCO shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, motifs, tools, templates, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such WESCO property pursuant to or in connection with this Agreement.

14. Export Controls; Availability; Laws.

A. Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer the Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses.

B. Due to government regulations and product availability, not all goods sold by WESCO may be available in every area.

C. Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidelines having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

15. Interpretation of the Agreement.

None of WESCO's or Buyer's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms or conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by a authorized representative of WESCO or a language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, goods or services from WESCO by whatever means, such time Buyer accepts the Agreement, Buyer and WESCO enter into separate agreement that will be interpreted without reference to any other agreement between Buyer and WESCO, which Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and WESCO. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. This Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by WESCO expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, independent representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by WESCO to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of WESCO to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.

16. Force Majeure. WESCO will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities; shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond WESCO's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents WESCO's performance of any of its obligations under the Agreement, WESCO will have the right to (a) change, terminate or cancel the Agreement, or (b) limit the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If WESCO is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event WESCO will have the right to allocate its available supply among its customers in whatever manner WESCO deems to be fair and equitable. In no event will WESCO be obligated to purchase materials from other than its regular source of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or termination of WESCO will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

17. Choice of Law; Choice of Venue. The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. If either WESCO or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. WESCO and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and WESCO and Buyer consent to extra-jurisdictional service of process on WESCO and Buyer. In the event of litigation pertaining to any matter covered by the Agreement, each of WESCO and Buyer hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation not contained in the Agreement will be construed to limit or waive any rights of WESCO under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

18. Binding Authority. Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No.	5229	Location:	Ridgewood Flood Control
	5609		Northfield Addition
	5827		Fayland Industrial 1 st Addition

Type:	Consultant Procurement	Date of Hearing:	2/17/09
-------	------------------------	------------------	---------

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/9/09</u>
PWPEC File	<u>X</u>
Project File	<u> </u>
Petitioners	<u> </u>
David W. Johnson	<u> </u>

Mark Bittner provided a list of three projects that will require the services of consulting engineers for design and administration services. The projects are listed as follows:

1. District No. 5229 – Ridgewood Flood Control Project
Consulting services required to develop documentation for project certification and accreditation by FEMA to remove areas from the floodplain that will be protected by the completed project. The exact scope of services remains to be determined in consultation with the Army Corps of Engineers and project contractor. Mark Bittner recommended sole source procurement of Houston Engineering for this work with negotiated scope of work and fee schedule to be developed. Houston is recommended based on their current lead role with floodplain mapping in Fargo.

2. District No. 5609 – Northfield Flood Protection
The City has been responding to a 2006 request from Eid-Co for municipal improvements to support a new residential development (Northfield Addition) in north Fargo. The proposed development is northeast of the Fargo Wastewater Stabilization Ponds along Co. Rd 22 and Co. Rd 31. Flood protection improvements must be included in development plan and have been conceptually prepared by Engineering Staff. Mark Bittner recommended that a consultant be retained to develop necessary design details for flood protection and documentation for certification and accreditation by FEMA. Consultant services to be procured through a Request for Proposals.

3. District No. 5827
The City has received a request for railroad spur track extension to serve lots in Fayland Industrial 1st Addition. Mark Bittner recommended consultant procurement via RFP for spur track project development, design and construction inspection, survey and contract administration.

On a motion by Pat Zavoral, seconded by Al Weigel, the Committee voted to recommend consultant procurement as recommended.

RECOMMENDED MOTION

Approve the following consultant procurement actions:

1. District No. 5229 – Sole Source Procurement with Houston Engineers
2. District No. 5609 and No. 5827 – Approve Request for Proposals (RFP)

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessment

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
			X
X	X		
X	X		
X	X		Steve Balstad
X	X		
X	X		
X	X		

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer



CITY OF FARGO

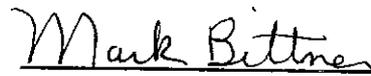
ENGINEERING DEPARTMENT

REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

<u>Project</u>	<u>Location</u>	<u>Type</u>
5827	Fayland Industrial First Addition	Railroad Spur Track Extension
5609	Northfield First Addition	Municipal Infrastructure

March, 2009

Approved:



Mark Bittner
City Engineer

Request for Proposals
for
Engineering Services

The City of Fargo requests proposals from qualified consultants for the following projects:

Project 5827	Fayland Industrial First Addition	Railroad Spur Track Extension
Project 5609	Northfield First Addition	Municipal Infrastructure

Interested firms should contact the City of Fargo Engineering Department, 200 3rd Street North, Fargo ND 58102, for a copy of the full RFP. Copies can also be requested by telephoning 701 241-1545.

All proposals received by 11:30 AM on March 18, 2009, at the City Auditor's Office, will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate.

March 10 & 16, 2009

TABLE OF CONTENTS

	Page
I. Purpose of Request	1
II. Submittal Instructions	1
III. Preliminary Project Schedule	3
IV. Evaluation Criteria/Selection Committee	3
V. Terms and Conditions	4
VI. Proposal Format and Content	4
VII. Description of Projects	6
VIII. Scope of Work	8

Appendices

1	General Instructions
2a	Preliminary Project Maps - District 5827 Railroad Spur Track Extension
2b	Preliminary Project Maps - District 5609 Northfield First Addition Development
3	Requirements for Engineering Services on Public Construction Projects
4	Cost Proposal Forms

**REQUEST FOR PROPOSALS
for
ENGINEERING SERVICES**

I. PURPOSE OF REQUEST

The City of Fargo requests proposals from qualified consultants for the following projects:

Improvement District No. 5827

Location: Fayland Industrial First Addition

Type: Railroad Spur Track Extension

Services Required:

- Preliminary Engineering/Project Development
- Design, plan preparation and specifications
- Bid documents
- Construction inspection and administration
- Quality control and materials testing
- Project closeout

Improvement District No. 5609

Location: Northfield First Addition

Type: Municipal Infrastructure

- Grading and flood protection
- Sanitary sewer, water main and storm sewer
- Paving & street lights

Services Required:

- Preliminary Engineering/Project Development
- Flood protection plan with Conditional Letter of Map Revision (CLOMR) documentation/certification
- Design, plan preparation and specifications
- Bid documents
- Construction oversight
- LOMR documentation and certification

The City intends to utilize one consultant to complete all phases of each project. The City reserves the right to reject any or all submittals.

II. SUBMITTAL INSTRUCTIONS

A. Any questions or comments regarding the proposal should be submitted to:

CITY OF FARGO ENGINEERING DEPARTMENT
200 NORTH 3RD STREET
FARGO ND 58102
FAX 701/241-8101

Mark Bittner 701/241-1572
mbittner@cityoffargo.com

Mark Miller 701/476-6628
mmiller@cityoffargo.com

Dave Johnson 701/241-1548
djohnson@cityoffargo.com

B. Proposals shall be submitted to:

OFFICE OF THE CITY AUDITOR
C/O FARGO CITY HALL
200 NORTH THIRD STREET
FARGO ND 58102

C. All proposals must be clearly identified and marked for all of the projects that proposals are being submitted on:

Proposal For:
Engineering Services

Improvement District Numbers
5827
5609
(list only those projects proposals are being submitted on)

All proposals must be received by 11:30 AM, Wednesday, March 25, 2009, at which time the technical proposals will be opened for review. Copies of the technical proposal must be presented.

The City is soliciting proposals concurrently on a number of projects. Firms wishing to submit proposals on multiple projects shall do so with a single proposal. The proposal format shall consist of a general section of the firm's background, experience and personnel and specific sections pertinent to each specific project that is covered in the proposal. The consultant's submittal shall clearly indicate which projects are included in the proposal.

III. PRELIMINARY PROJECT SCHEDULE

PWPEC Approval of RFP		February 17, 2009
City Commission Approval		March 9, 2009
Advertise and Distribute RFP		March 10 & 16, 2009
Receive Proposals	11:30 AM	March 25, 2009
Review Proposals		March 30, 2009
Interviews (if necessary) and final selection		April 1, 2009
City Commission approval of Consultant Selection		April 6, 2009
Notice to Proceed		April 7, 2009
Project Completion - Construction		
Substantial Completion		November 15, 2009
Final Completion		June 1, 2010
Project Closeout		August 1, 2010

IV. EVALUATION CRITERIA/SELECTION COMMITTEE

A. Criteria

The Selection Committee will evaluate and validate all qualifying proposals. The proposal evaluation process will permit the Selection Committee to identify the proposal that best meets the needs of the City. Selection will rely on the Committee's assessment of the proposal's compliance with the requirements and intent of this Request for Proposals. The assessment will be based on the following criteria:

	<u>Points</u>
1. Past performance and related experience.	20
2. Expertise of the technical and professional staff assigned to the project.	20
3. Understanding of the Scope of Work.	20
4. Ability to meet project schedule.	10
5. Cost	30

B. Each proposal will be evaluated on the above criteria by the Evaluation Committee. After RFP review, the Committee may elect to schedule oral interviews. The Committee will determine which firm would best provide services requested by the RFP. The qualifying firm chosen by the Selection Committee will be recommended for contract and fee negotiation based on cost proposal.

C. Selection Committee

The technical proposals will be reviewed by the Selection Committee. The Selection Committee will include the following representatives:

- City Engineer
- Deputy City Engineer
- Project Engineer

D. The City of Fargo is an Equal Opportunity Employer.

V. TERMS & CONDITIONS

- A. The City reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal.
- B. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set above the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to the City the services set forth in the attached specifications, or until one or more of the proposals have been approved by the City Commission.
- D. If, through any cause, the firm shall fail to fulfill in timely and proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of the Request for Proposal. The City reserves the right to reject any agreement that does not conform to the Request for Proposal and any City requirements for agreements and contracts.
- F. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.

VI. PROPOSAL FORMAT AND CONTENT

Proposals shall include the following sections at a minimum:

A. Cover Letter

Cover letter shall be signed by an authorized officer of the firm and provide the following information relative to your firm and proposal:

1. Firm name, business address, contact person, including telephone number and fax number.
2. Year established (include former firm names and year established, if applicable).
3. Type of ownership and parent company, if any.

4. Project manager's name, mailing address, and telephone number, if different from Item 1.
5. List of project covered under the proposal. Highlight the major facts and features of the proposal, including any conclusions, assumptions, and recommendations you desire to make.
6. Highlights of proposal, conclusions, assumptions, etc.

B. Technical Proposal – limited to 10 pages

In your response to each of the following questions, please cite the questions before each answer.

1. Provide workload and manpower summary to define respondent's ability to meet project timeline.

2. Summary of Technical Process

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. Include all aspects of technical analysis, projections, advanced technology and software, and public participation processes. Address any unique situations that may affect timely, satisfactorily completion of this project. A flow chart defining project schedule shall be included for each project.

3. Project Staff

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and one-page resumes for all project participants. It is critical that contractors commit to particular levels of individual staff members' time to be applied to work on this project. Variance from these commitments must be requested in writing from the City and reviewed/approved in terms of project schedule impact.

The completion of the scope of work in this agreement by the contractor must be done without any adverse effect in any way on other contracts that the contractor currently has in place with the City.

4. Similar Project Experience

Description of similar types of studies/construction projects completed or currently under contract.

C. Appendix

1. References

References of three clients for whom similar work has been completed.

2. DBE/MBE Participation

The consultant shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is a certified DBE/MBE shall be included in the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown.

3. Proof of Insurance

The respondent is required to provide certificate of insurance with the City being listed as a named insured.

4. Cost Proposals

Cost proposal forms are included in Appendix 4. Consultants shall submit cost proposals based on fixed fee lump sum amount except for construction staking, construction inspection and quality control testing. Construction staking and inspection shall be paid on an hourly basis using basic fee structure. Quality control testing shall be paid on the basis of the work performed as directed by the Project Engineer and applicable standards for frequency and type. The consultant shall provide an estimate of cost for these construction related activities.

VII. DESCRIPTION OF PROJECTS

A. Improvement District No. 5827

1. Location: Fayland Industrial First Addition
2. Type: Railroad Spur Track Extension
3. Project Description:

The City of Fargo has received a request to extend the railroad spur track to serve the west lots in Fayland First Addition located north of 12th Avenue North as shown on the maps included in Appendix 2a. The City will be the lead agency in constructing and financing the railroad track extension. Financing will be via special assessment district along with possible tax increment financing (TIF). The City has also made application to the Lake Agassiz Regional Council (LARC) for possible federal economic stimulus funding assistance via the Economic Development Administration.

4. Services Required:
 - Preliminary Engineering/Project Development
 - Design/Preparation of Plans and Specifications
 - Bid Documents
 - Construction survey, inspection and administration
 - Quality control and materials testing
 - As-built plans and project closeout

B. Improvement District No. 5609

1. Location: Northfield First Addition
2. Type: Municipal Infrastructure
3. Project Description:

The City of Fargo received a request in 2006 for municipal infrastructure to serve a new residential development platted as Northfield First Addition. The request submitted by the developer was for initial development of a small number of lots as outlined in the map included in Appendix 2b.

Northfield First Addition is on the extreme north edge of the Fargo City limits located in the southwest quadrant of County Highways 31 and 22. Development of the property has been delayed primarily due to the ability of the City to provide sanitary sewer service and flood protection to this outlying area.

4. Project Issues:

- Flood protection

Although not included in the current 100 year floodplain, the area is prone to flooding during major Red River flood events (flood stage 37' and above). Flooding is caused by Red River breakout flows that enter Cass County Drain 10 and then into Cass County Drain 9 located along the west edge of Northfield First Addition. These breakout Red River flows exceed the capacity of the culvert under Co. Rd 31 at Drain 9 resulting in a backwater flood south of Co. Rd 31 until flows overtop Co. Rd 31. The current Flood Insurance Study (FIS) nearing completion will map the majority of Northfield First Addition into the 100 year floodplain.

As part of development of Northfield First Addition, the property will need certifiable flood protection for accreditation by FEMA to 100 year standards. The current flood protection plan calls for ring dikes to be constructed around the entire perimeter of Northfield First Addition with interior storm water pumping provisions. The master plan for the area includes storm water retention facilities to be constructed west of Drain 9. This retention basin will provide the earth embankment material for flood protection ring dikes.

- Sanitary Sewer

The City has developed a master plan for providing sanitary sewer services to this area. As part of City Project No. 5656, sanitary sewer will be installed from the west into the center park area to be extended for use by all properties in Northfield First Addition. Tentative completion for Project 5656 is scheduled for September 15, 2009.

- Water Service

Cass Rural Water Users District (CRW) provides water service to the area north of 52nd Avenue North. The City will enter into an agreement to install watermains and services on behalf of CRW. CRW will determine connection points and main sizes for their distribution system. Preliminary plans indicate that watermain connection to serve Northfield will be at the

Establish and implement ongoing project management strategies.

- Coordinate with the City Project Manager to discuss work products and project schedule.
- Meet with City of Fargo staff to discuss project status as deemed necessary by the Project Manager.
- Coordinate the work to be completed, time schedule, cost allowance and deliverables.
- Refine the Scope of Work as required by changing project conditions.
- Give technical direction to and coordinate the various disciplines and specialists required on the project.
- Coordinate the input-output between the various disciplines through periodic technical review of project activities with project staff.
- Assure the project work program is completed on time through the monitoring of task performance as compared to planned performance, within budget, through strict monitoring of total project expenditures against time phase budget.
- Establish overall drawing format.
- Review the products developed in each work task and recommend appropriate additions and corrections.
- Coordinate right-of-way and easement acquisition tasks.

B. Preliminary Engineering

1. Data Collection

a. Available Information

- General Information 5827 X 5609 X
 - 1) TIFF format digital imagery 0.5', 1.0', 2.0', 4.0' & 8.0' pixel resolution. Hard copy output available in 1" - 100' scale. (April, 2008)
 - 2) Digital plat and parcel basemaps.
 - 3) Municipal infrastructure information - paving, underground utilities (sewer, water, storm) street lights, etc.
 - 4) Digital Terrain Model (DTM) to 1" = 100' National Map Accuracy Standards (Lidar compiled). 2008 captured DTM.
- Project Specific Information 5827 X
 - 1) As-built plans for existing railroad spur tracks
 - 2) Preliminary site plans for development requesting railroad service.
- Project Specific Information 5609 X
 - 1) Elevation survey of project area completed in 2006. This survey extends from the west shoulder of Co. Rd 31 to the west side of Drain 9 and from the south shoulder of Co. Rd 22 to the south edge of Northfield First Addition.

2) Preliminary FIS Red River hydraulic model

b. Permitting 5827 X 5609 X

Permit requirements to be identified and addressed with initial project development to maintain project schedule of particular significance is lead time for railroad track crossing permit application and approval.

C. Preliminary Engineering (PE) Report 5609 X

1. Introduction
2. Project Area
3. Background
4. Existing Conditions
5. Description of Problem
6. Design Criteria
7. Proposed Improvements
8. Alternatives Considered
9. Preliminary Design Drawings (30% level)
Based on current as-build data
10. Cost Estimates
11. R/W Easement needs with final legal description for staff review and comment
12. Permits Required – Summary and application preparation
13. Specialized analysis such as hydraulic modeling, architectural features, unusual features, problems, etc.
14. Public Comments
15. Recommended Improvements

Five (5) copies of the PE report to be provided.

D. Preliminary Survey 5827 X 5609 X

1. Full topographic survey of above and below ground facilities in project area
2. NAVD88 Vertical Datum
3. City of Fargo Coordinate System

E. Geotechnical Sampling and Analysis 5827 X 5609 X

1. Railroad track alignment
2. Ring dike borrow and embankment areas

F. Alternatives Analysis 5609 X

1. Flood protection plan options
 - Perimeter ring dike off roadway
 - Perimeter ring dike on roadway
 - Fill all development land to 100 Year BFE

- Upgrade hydraulic capacity of Drain 9 crossing of Co. Rd 22
 - Other options?
2. Development design and construction standards alternatives
 - Street paving widths
 - Type of paving material and typical section
 - Drainage options
 - Storm sewers
 - Drainage swales: side yard/rear yard
 - Joint service trenches
 - Pipe materials
 3. Evaluation Criteria
 - Cost
 - Appearance
 - Maintenance
 - Property owner impacts
 - Adjacent roadway impacts
 - Performance history

G. Conditional Letter of Map Revision (CLOMR) 5609 X

1. Prepare grading plan for entire subdivision
 - Curb grades
 - Front yard and rear yard grades
 - Dike/levee grades
 - Retention pond borrow grading plan
2. Internal drainage/storm sewer plan
3. Geotechnical analysis and certification
4. Internal drainage certifications
5. Prepare CLOMR submittal documentation and support

H. Lift Station Design 5609 X

1. Basin & channel design to accommodate future flow growth
2. Wetwell size – consider current and future flow projections
3. Operating depth
4. Pump capacity ranges – actual/firm, type, speed
5. Piping system valves, fittings
6. Geotechnical
7. Site Plan Design/Access
8. Structural Design
9. Hydraulic capacity needs
10. Right of way/easement needs
11. Architectural features/aesthetics to be consistent with adjacent properties – existing and future.

- 12. Electrical and Instrumentative
 - Motor controls
 - Emergency Power
 - SCADA/Monitoring
- 13. Mechanical/HVAC systems

I. Right of Way 5827 X 5609 X

- 1. Determine needs
- 2. Prepare descriptions
- 3. Appraisals
 City will procure appraiser and acquisition services for all segments of projects to ensure consistency and reduce duplication of services.

J. Design and Plan Participation 5827 X 5609 X

- 1. Project limits for design and construction plans
 - 5827 – as shown in Appendix 2a
 - 5609
 - flood protection for entire subdivision
 - paving and utilities as needed to support small initial development area as shown in Appendix 2b.

- 2. Preliminary Engineering and Layout
 - Collect all available data including digital basemapping, right-of-way and property lines, utility data, drainage data, etc.
 - Review basemap data and update as required to reflect any changes since original mapping. Add underground utilities, etc. and annotate as needed.
 - Develop geometrics for proposed improvements and alternatives as required.
 - Develop profiles for proposed improvements and alternatives as required.
 - Determine potential utility impacts and reconstruction.
 - Prepare preliminary layout and profiles.
 - Present alternative layout and profiles to City staff for review and comments. Make revisions as necessary.
 - Project coordination with all interested parties: BNSF, developers, adjacent owners, permitting agencies, etc.

- 3. Final Design
 - Compute final horizontal and vertical alignment, typical sections, and final roadway geometrics.
 - Perform hydraulic design.
 - Perform final utility relocation design.
 - Develop construction staging strategy and perform design of all traffic control for each construction stage.
 - Assist the City with the preparation of all permit applications as needed.

1. Contract Administration
 - Shop drawing reviews and approvals.
 - Coordination with utility companies.
 - Construction signing review and approval.
 - Project administration.
 - Program estimates, progress reports, payrolls, etc.
 - Review payrolls for contractor for necessary compliance.
 - Clerical correspondence.
 - Record drawings.
 - Final project per City requirements.

2. Inspection and Construction Staking
 - Construction staking and layout.
 - Onsite inspection.
 - Plant inspection.
 - Quality control testing and assurance.
 - Measurement - record drawing.
 - The City may provide these services on 5609.

M.	<u>Project Closeout</u>	5827 <u> X </u>	5609 <u> X </u>
----	-------------------------	-------------------	-------------------

1. Record Drawings
2. Balancing Change Order for Final Payment
3. Final Inspection and Closeout Certification
4. Field Inspection Reports
5. As-Build Pictorial Report
6. Operations and Maintenance Manuals
7. Maintenance Crew Training

APPENDIX 1

GENERAL INSTRUCTIONS

Appendix 1
General Instructions

A. Respondent Qualifications

Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that he has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his ability to perform or finance this work.

No proposal will be accepted from, nor will a subcontract be awarded to, any respondent who is in arrears to the City, upon any debt or contract; who is in default, as surety or otherwise, upon any obligation to the City; or who is deemed to be irresponsible or unreliable by the City.

B. Disadvantaged Business Enterprise

In the performance of this agreement, the contractor shall cooperate with the City in meeting its goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to insure that such business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement.

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this Agreement.

2. DBE Obligation

The City and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard the City or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City and contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

C. Equal Employment Opportunity

In connection with this proposal and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. The consultant will take action to insure that its employees are fairly treated during employment without regard to their race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including internship and/or apprenticeship. The consultant further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials. The consultant will furnish all necessary information and reports and will permit access to its books, records, and accounts by the City and/or its representatives including state and federal agencies, for purposes of investigation to ascertain compliance with non-discrimination provisions of any resultant contract.

D. Ownership, Publication, Reproduction, and Use of Materials

All work products of the contractor which result from this contract are the exclusive property of City, and its federal/state grantor agencies.

No material produced in whole or part under this agreement shall, during the life of this agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from the City before any report, handbook, cassettes, manual, interim data, or results are published. Draft copies of all deliverables must be prepared by the consultant and reviewed and approved by the City before publication. The consultant, subject to the approval by the City, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this agreement.

E. Records, Access, and Audits

Records

The contractor shall maintain accounting and project records as the City may require. Such records shall be made available to the City and the state/federal government for inspection and audit during the agreement term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of the three years, then the records shall be retained until such action is satisfied.

Audits

The contractor, in accordance with the Single Audit Act of 1984, shall include this contract and its funds within its schedule of federal programs to be audited during the contractor's fiscal year audit. Copies of this audit shall be provided to the City for review and presentation to cognizant state and federal agencies. The responsibility to resolve any exceptions or questioned costs shall be the contractor's, and if such arise a plan of resolution shall be forwarded to the City with the audit. The costs of the audit to be conducted in accordance with provisions of the Single Audit Act of 1984, and any ancillary costs shall be borne by the contractor.

F. Conflicts of Interest

No official or employee of the City, state, or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for the City, state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the City, state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by the City, state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the City, the ND DOT, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

G. Eligibility of Proposer, Non-procurement, Debarment and Suspension Certification, and Restrictions on Lobbying

The consultant is advised that his or her signature on this contract certifies that the company/agency will comply with all provisions of this agreement as well as applicable federal and state laws, regulations, and procedures. Moreover the consultant affirms its compliance with the federal Debarment and Suspension Certification (Attachment A and the Federal Restrictions on Lobbying - Attachment B).

H. Subcontracting

The contractor, may with prior approval from the City, subcontract as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement, and copies of the subcontract must be filed with the City.

I. Assignments

The contractor shall not assign or transfer the contractor's interest in this agreement without the express written consent of the City.

J. Procurement-Property Management

The contractor shall adhere to 49 CFR 18.36 when procuring services, supplies, or equipment, and to the applicable provisions of 49 CFR 18.32 and FHWA Safety Grant Management Manual, Transmittal 14, October 5, 1995 property management standards, which are incorporated into this agreement by reference, and are available from the North Dakota Department of Transportation.

K. Termination

The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.

If the City terminates this agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the City and its state/federal grantor agencies. Such action may include refusing to make any additional reimbursement of funds and requiring the return of all or part of any funds that have already been disbursed.

L. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.

M. Civil Rights

The contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulations of the Federal Department of Transportation, 49 CFT, Part 21, and Executive Order 11246.

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, handicap, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Furthermore, the contractor agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

N. Civil Rights - Noncompliance

If the contractor fails to comply with the federal or state civil rights requirements of this contract, sanctions may be imposed by the FHWA or the ND DOT as may be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

O. Energy Efficiency

The contractor shall comply with the standards and policies relating to energy efficiency which are contained in the North Dakota Energy Conservation Plan issues in compliance with the Energy Policy & Conservation Act, Public Law 94-163, and Executive Order 11912.

P. Handicapped

The contractor shall ensure that no qualified handicapped individual, as defined in 29 USE 706(7) and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

Q. EPA Clean Air and Clean Water Acts

The contractor shall comply with the Clean Air Act, 42 U.S.C. 1857; the Clean Water Act, 33 U.S.C. 1251; EPA regulations under 40 CFR Part 15, which prohibits the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities, and Executive Order 11738.

R. Successors in Interest

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereby, and their respective successors and assigns.

S. Waivers

The failure of the City or its state/federal grantors to enforce any provisions of this contract shall not constitute a waiver by the City or its state/federal grantors of that or any other provision.

T. Notice

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

U. Hold Harmless

The contractor shall save and hold harmless the City, its officer, agents, employees, and members, and the State of North Dakota and ND DOT, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or

arising out of the activities of the contractor or its subcontractors, agents, or employees under this agreement.

It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under this agreement shall not be considered employees of the City or the ND DOT and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under this agreement by the contractor shall in no way be the obligation or responsibility of the City.

V. Compliance with Federal Regulations

The contractor is advised that his or her signature on this contract certifies that its jurisdiction will comply with all provisions of this agreement as well as applicable federal and state laws, regulations, and procedures. Moreover, the contractor affirms its compliance with the federal Debarment and Suspension Certification and the federal Restrictions on Lobbying.

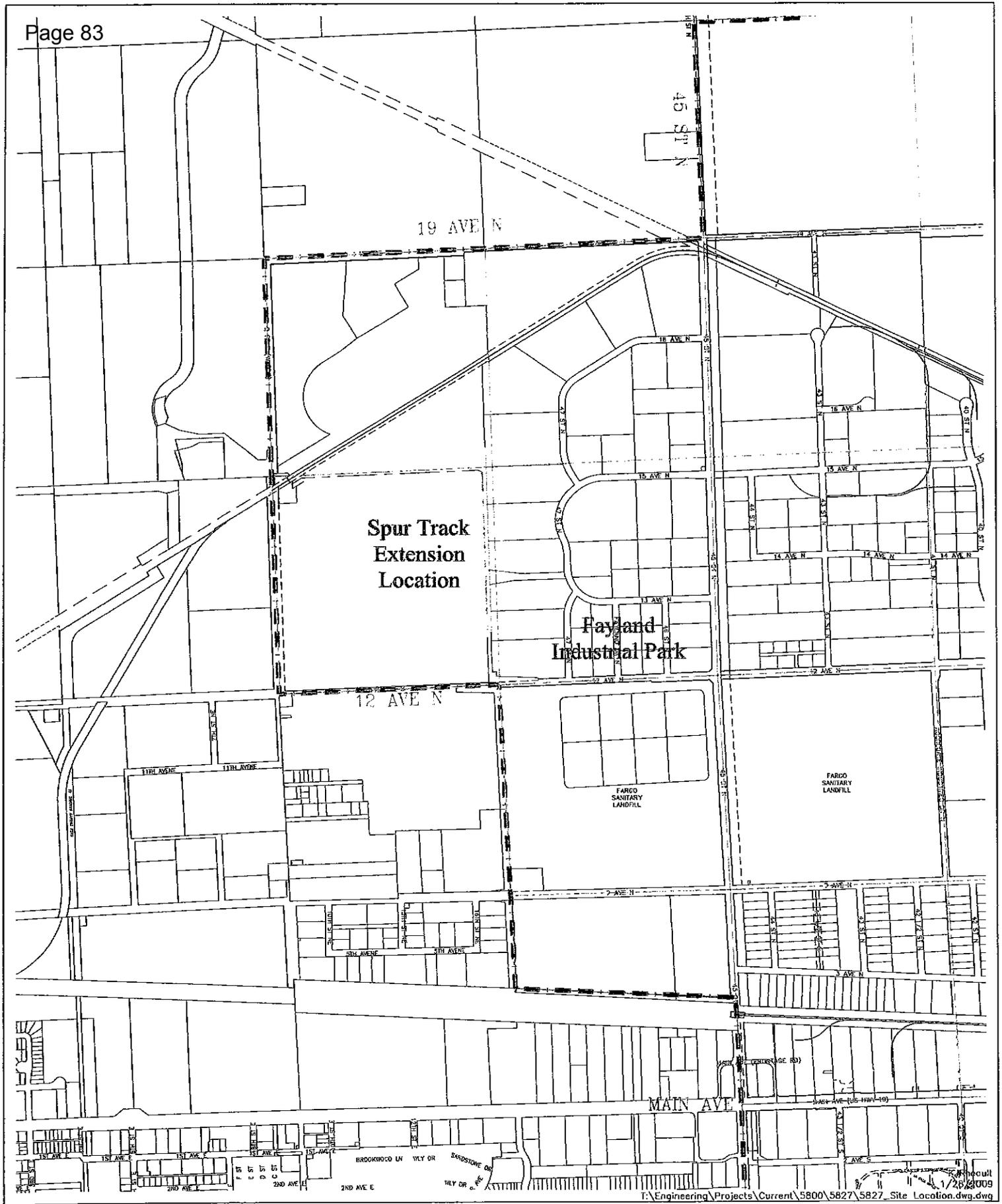
W. Disclosure of Proposal

At the conclusion of the selection process, the contents of the short-listed proposals will be subject to North Dakota's Open Records Law and may be open to inspection by interested parties. Any information included in the proposal that the proposing party believes to be a trade secret or proprietary information must be clearly identified in the proposal. Any identified information recognized as such and protected by law may be exempt from disclosure.

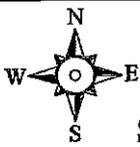
APPENDIX 2a

PRELIMINARY PROJECT MAPS

IMPROVEMENT DISTRICT 5827



F:\Engineering\Projects\Current\5800\5827\5827_Site Location.dwg 1/28/2009

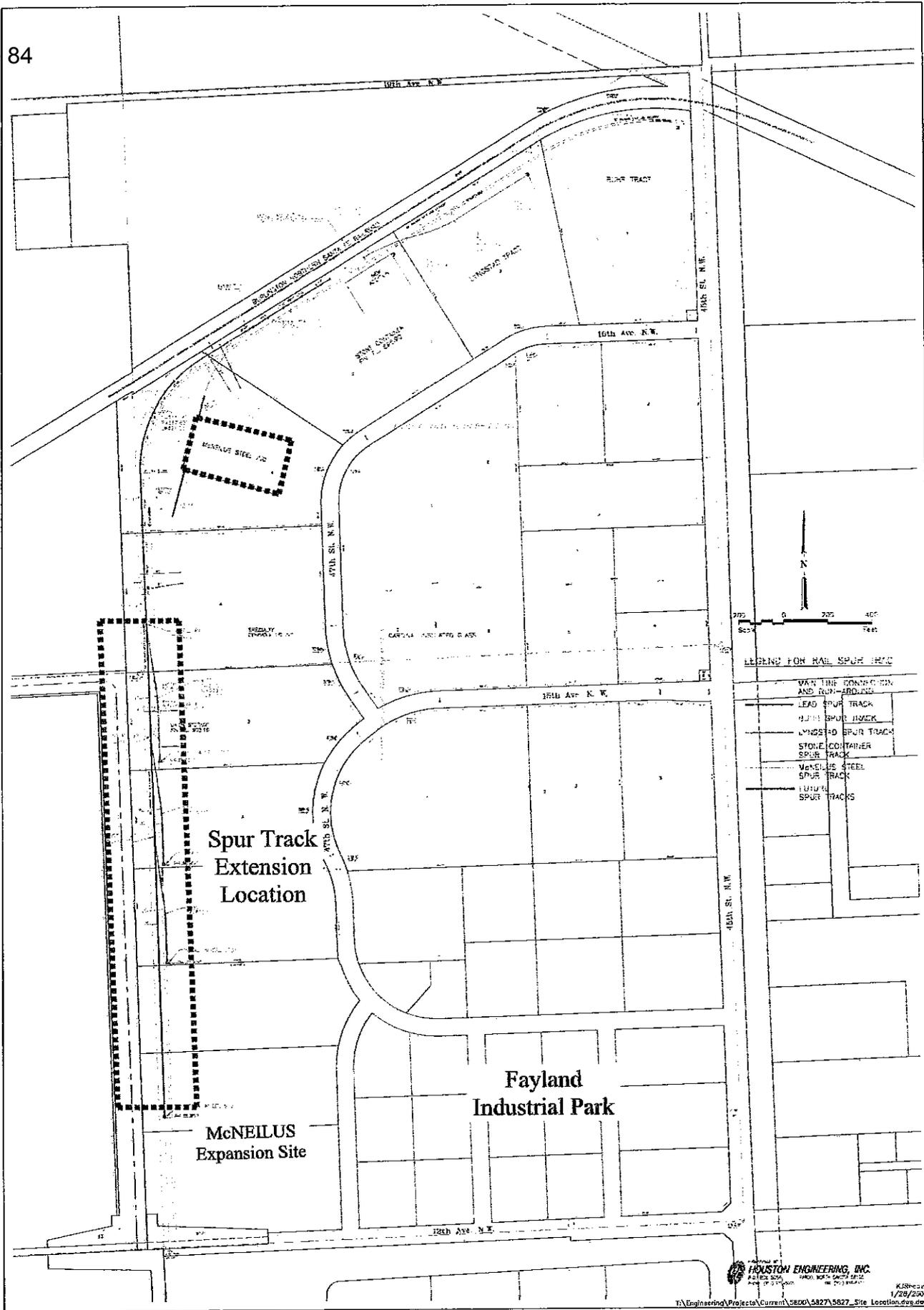


Scale: 1" = 1500'

Improvement Dist. 5827

Site Location

CITY OF
Fargo
 Engineering Dept.



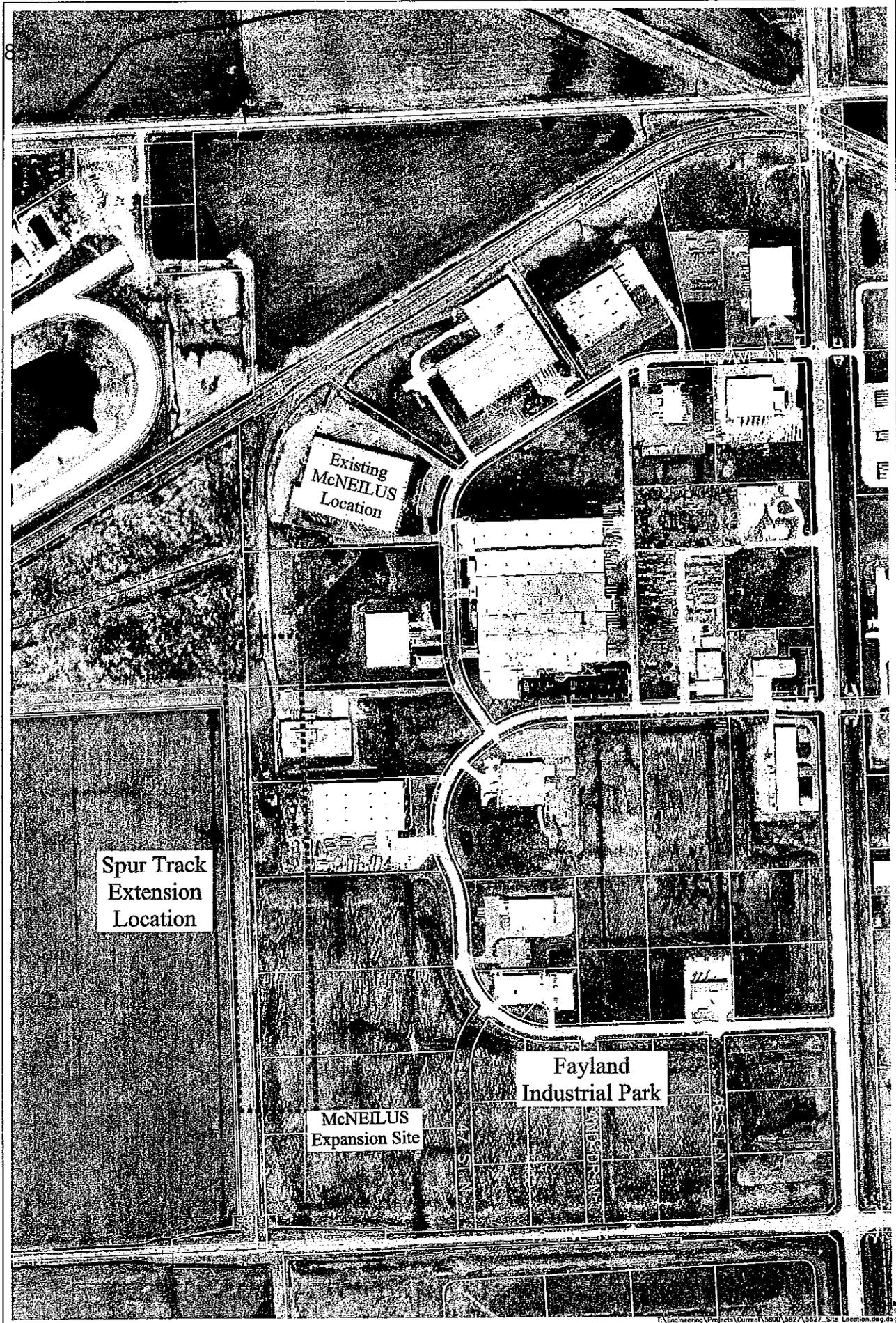
City of Fargo

Extension of Railroad Spur Tracks
Fayland Industrial Park
Improvement District 5827



Scale: 1" = 400'





Scale: 1"= 400'

Improvement Dist. 5827

Site Location w/2008 aerial photo

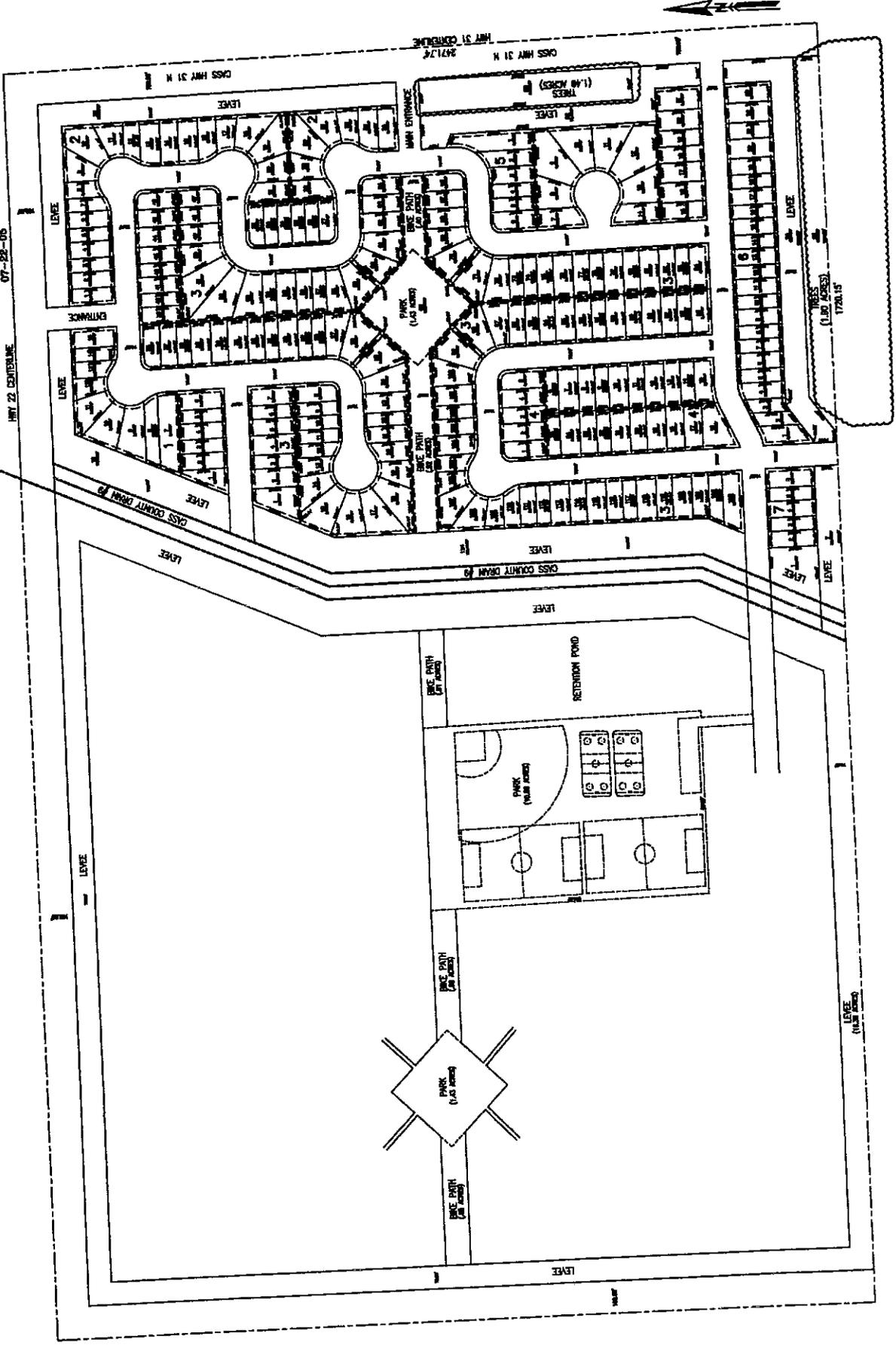
[X:\Engineering\Projects\Journal\5827\5827_Site_Location.dwg.dwg]

APPENDIX 2b
PRELIMINARY PROJECT MAPS
IMPROVEMENT DISTRICT 5609

NORTHFIELD, FIRST ADDITION
FARGO, NORTH DAKOTA

(91.42 ACRES)
07-22-05

FUTURE



Site Amenities Plan
Northfield First Addition to the City of Fargo
6-25-06

ROADWAYS, UTILITIES, STORM WATER RETENTION, LEVEE, AND MULTI-PURPOSE TRAILS

Major Arterials – CH 22 and CH 31)

Right-of-way dedication for both arterials will be 200 feet, of which the west 133 feet of CH 31 and the south 100 feet of CH 22 will be dedicated with this plat.

Local Streets

The proposed right-of-way is 70 feet. The proposed pavement width is 30 feet. Parking will be allowed on both sides of the street.

Utilities

The applicants, Gerald D.Eid, Property Owner, and Tri-Eid, LLC., developer, request that the City of Fargo design and oversee construction of the utilities as well as the streets. The costs of the streets and utilities will be special assessed to the lots within the development in the usual manner, based on linear feet of primary frontage. Abnormalities due to unique lots shall be discussed with and agreed upon by the Special Assessments Coordinator prior the developer's request for improvements.

Boulevard Improvements

Along with the improvements described above, the city will include grass seeding or installation of sod in the boulevards of the local streets with the design and construction of public improvements and will special assess the cost. Additional boulevard improvements such as driveway approaches, sidewalks, and planting of trees may be included in the design and construction at the request of the developer, but shall be paid for by the developer. Funds for these items shall be secured at the time the letter of credit is required, and the city shall draw on the funds as the project progresses. These items shall not be special assessed.

Temporary Roadway Connection to CH 31

The southerly east/west avenue in Northfield First Addition (71st Avenue North) will temporarily be constructed to intersect with CH 31. The purpose of the temporary connection is to allow construction traffic to enter the southwest portion of Northfield First Addition without traversing the main entrance at 73rd Avenue North and the connecting north/south street (27th Street North). After development of 80% or more of the lots south of 73rd Avenue North has occurred the applicant shall request that this street connection to CR 31 be removed. It is anticipated that the cul-de-sac will already

be constructed with the rest of the improvements. A separate easement agreement will be recorded pertaining to this temporary road connection.

Storm Water Retention

A storm water retention facility will be placed on the west side of Drain #9. This land is owned by Gerald D. Eid, but is not part of the proposed Northfield First Addition plat. The size of the facility will be based on the desire to retain water as an amenity, and whatever other additional volume is needed to accommodate storm water detention for the total 200-acre development anticipated both east and west of Drain #9. Eid will deed the storm water detention facility to the City of Fargo, and will provide either an easement or a deeded means of access to the facility for maintenance purposes.

The benefit area for the storm water detention facility will include the approximately 200 acres included in the development. Costs will include the construction of the retention facility and any type of lift station equipment necessary to transport storm water from the east side of Drain #9 to the west side, and to discharge water into Drain #9.

The developer requests that the City of Fargo design and construct the storm water retention facility and any necessary storm water connections to Northfield First Addition and special assess the costs to Northfield First Addition proportionate to the benefit area. The developer requests that the City of Fargo defer the special assessments for the costs allocated to the future development area west of Drain #9, assigning costs as development occurs, proportionate to the acreage of the development, up to a maximum of 10 years from the date on which the special assessments for the storm water retention are assigned to Northfield First Addition. After 10 years, the remaining costs will be special assessed regardless of the status of development.

Drain #9 Improvements and Right-of-way

The developer agrees that additional right-of-way will be dedicated to the west with future additions of Northfield, and recognizes that the retention pond will be placed according to the City Engineer's and Southeast Cass Water Resources District's estimate as to the extent of additional ROW that will be necessary. Improvements to Drain #9 will benefit property in Northfield Addition as well as other surrounding properties, and improvements will be special assessed according to identified benefit areas.

Perimeter Levee

An earthen berm, called a levee, shall be constructed around the perimeter of the subdivision. The purpose of the levee is to provide flood protection. The effect of the levee will be to remove land that is currently in the 100-year flood plain from the flood plain, to prevent overland flooding of the type experienced in 1997, and to prevent the property from becoming classified as within the 100-year flood plain after FEMA completes its floodplain analysis of the Fargo region. In addition, the perimeter levee

provides a pleasant buffer from CH 22 and CH 31, which are designated as arterial roadways.

Along the north, east, and south sides of Northfield First Addition, the levee shall be owned and maintained by adjacent residential property owners. Maintenance for which adjacent owners are responsible shall include mowing of grass and removal of weeds. Sweeping of snow and sedimentation on the trail shall be the responsibility of the Fargo Park District, as will on-going maintenance of the facility itself. The maintenance and priority of cleaning shall remain at the same standard as other Park District Facilities.

An easement shall be provided to the City of Fargo for the purposes of maintaining the integrity of the levee as a flood protection facility and to the Fargo Park District for maintenance of the multi-use trail. Fences and structures of any kind shall be prohibited within this easement area. Re-grading or changing the elevation of the levee shall also be prohibited. The easement shall be a minimum of 60 feet wide on the north, east, and south sides of the development. The easement shall be shown on the plat and shall be established through a separate easement document that is recorded with the County Recorder's office

Along the west side of Northfield First Addition, the levee shall become part of the Drain #9 right-of-way. Land set aside for this levee area shall be a minimum of 110 feet wide, and shall be adjacent to the existing Drain #9 right-of-way. The City of Fargo will maintain Drain #9 and the adjacent levee. The Park District will maintain the bike trail.

The design and construction of the levee shall be completed by the City of Fargo. Costs of construction shall be assessed as follows:

North, east and south sides – special assessed to Northfield First Addition with other infrastructure improvements,

West side (along Drain #9) – special assessed as part of Drain #9 improvements, which will likely have a larger benefit area than just Northfield.

Perimeter Multi-Purpose Trail

A ten-foot concrete multi-use trail shall be constructed on the outside slope of the levee, adjacent to the easement area on the north and east sides of the development, in the CH 22 and CH 31 ROW. On the north and east sides of the development, the typical 4 ½ foot sidewalk width will be special assessed on an area-wide basis consistent with arterial roadway improvements. The remaining 5.5 feet of width shall be funded by the City. Transportation Enhancement funding may be sought (applied for) by the City for all or a portion of this improvement.

On the west side, adjacent to Drain #9, the multi-use trail shall be constructed with the levee and the rest of the Northfield First Addition improvements, but shall be special assessed with the Southeast Cass Water Management District improvements to Drain #9. Transportation Enhancement funding may also be sought (applied for) by the City for all or a portion of this improvement.

OPEN SPACE

Existing Tree Stand

The existing tree stand along County Highway 31 shall be deeded to the City of Fargo. A document shall be filed with the plat that states that the area is to be left in its natural state and function as small habitat area and a buffer from County Highway 31. The City of Fargo shall be responsible for only minimal maintenance, which shall not include regular trimming of trees, cleaning of debris, or removal of undergrowth. The area shall not be maintained to the same standard as parks or recreational areas. The area shall not be considered developable, and therefore shall not be subject to special assessments.

Tot Park and Bikeway Area within Northfield First Addition

An area of approximately 2.75 acres will be deeded to the Fargo Park District prior to any improvements being made to the property, and shall be free and clear of any special assessments. The land deeded to the Park District will count as one average dwelling lot for future special assessments for a square footage and front footage allocations. The area will be located approximately 1200 feet south of the center line of CH 22, and will consist of a greenway and bike trail between the Main Entrance off of CH 31 and Drain #9. In the center of this area, approximately 1.4 acres will consist of a small park, with a playground suitable for children 2 – 5 years of age, trees, and other neighborhood amenities such as benches and/or picnic areas. The Park District shall own and maintain the park, and install the playground and other amenities described above in conjunction with other public improvements for Block 3 of Northfield First Addition.

The bikeway shall be designed and constructed by the City of Fargo in conjunction with the improvements associated with Block 3 of Northfield First Addition. Grading, drainage, and grass seeding shall also occur in conjunction with these infrastructure improvements. The bikeway installed as part of the street improvements and shall be special assessed equally across all lots in Northfield First Addition as part of the street improvements. The Developer will contribute \$44,000 towards the development of grading, drainage features, and seeding of grass of the park. The Park District shall install the playground, trees, benches, and any other park amenities according to their annually budgeted park improvements plan.

It is anticipated that the bikeway that traverses this park will connect to a pedestrian bridge over Drain #9 in the future. The pedestrian bridge will provide a convenient

connection to a similar trail that continues to the west, and to a larger park west of Drain #9, as described below.

Future Central Park West of Drain #9

This future park will be located on land owned by Eid on the west side of Drain #9, and will consist of approximately 6-7 acres, not included the property needed for the storm water retention facility. The Fargo Park District will construct, own and maintain the park. The park shall be furnished with a 5-12 year old playground, small park shelter, open space for sports fields such as soccer/football field(s), a baseball backstop, and a 8' concrete recreational trail connection to the 10' concrete recreational trail that will traverse the development from east to west. Eid will deed the park to the Fargo Park District at some future time when the land west of Drain #9 is subdivided and shall be free and clear of any special assessments. The land deeded to the Park District will count as two average dwelling lots for future special assessments for a square footage and front footage allocations.

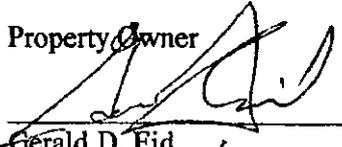
It is the intention that the entire 200-acre development shall be special assessed by the Park District on a per-dwelling unit basis for the construction of this park. The estimated construction cost if constructed in 2006 is \$312,700. The Park District intends to construct the park with the amenities described but will assess the needs of the development at the time the installation of the park to determine the best amenities at the time. Based on 2006 costs the per-dwelling unit cost is estimated at \$600, based on 580 lots. The timing of construction shall coincide with the platting of 150 of the total 200-acre development.

Future Tot Park and Bikeway West of Drain #9

A similar east/west greenway shall be provided west of Drain #9 at the time that area is developed. The land will be deeded to the Fargo Park District and shall be free and clear of any special assessments. The land deeded to the Park District will count as one average dwelling lot for future special assessments for a square footage and front footage allocations. The bikeway installed as part of the street improvements and shall be special assessed equally across all lots in Northfield First Addition as part of the street improvements. The Developer will contribute \$44,000 towards the development of grading, drainage features, and seeding of grass of the park. The Park District shall install the playground, trees, benches, and any other park amenities according to their annually budgeted park improvements plan.

Signature Page

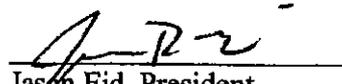
Property Owner



Gerald D. Eid

Date: 6/27/06

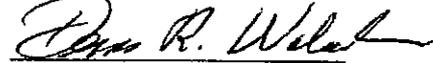
Developer
Tri-Eid, LLC.



Jason Eid, President

Date: 6/27/06

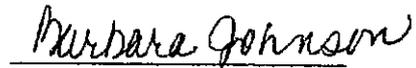
City of Fargo



Mayor, ~~Bruce Furness~~ ^{OM} DENNIS WALAKER

Date: _____

Fargo Park District



Park District, Chairperson, ~~Fern Barnhart~~ Barb Johnson

Date: 7/1/06

Fargo Park District
Northfield Addition

FPD158

Source of Funds Schedule				
	Phase 1	Phase 2	Phase 3	Total
Fargo Park District General Fund	\$ 36,200	\$ 37,400	\$ -	\$ 73,600
Developer Contribution	\$ 44,000	\$ 44,000	\$ -	\$ 88,000
Special Assessments - Park District				
Number of Lots			580	580
Estimated Assessment Per Lot			\$ 600	
Total Funds from Assessment	-	-	348,000	348,000
City Paving Assessment	100,450	154,100	-	254,550
Total Funds Available	\$ 180,650	\$ 235,500	\$ 348,000	\$ 764,150
Use of Funds Schedule				
	Phase 1	Phase 2	Phase 3	Total
Estimates per Ulteig Dated 8/23/05				
Developer				
A. Site Grading	\$ 14,500	\$ 27,000		\$ 41,500
F. Seeding	5,500	9,000		14,500
Park District				
B. Playground Equipment	23,000	25,000		48,000
D. Benches	1,200	2,400		3,600
E. Trees	10,000	10,000		20,000
City of Fargo Street Assessment				
C. 4" Concrete Trail	78,000	105,000		183,000
Storm Manhole				6,000
Storm Inlet				4,000
Storm Sewer				50,000
Shelter				28,000
Backstop				3,500
Soccer Goals				2,000
4" Concrete Basketball Court				22,400
Basketball Standards				3,000
Other				-
Contingency	27,200	35,700		62,900
Total Construction	\$ 163,400	\$ 214,100	\$ 312,700	\$ 690,200
Professional Fees				
Engineering 10%	\$ 16,300	\$ 21,400		\$ 37,700
Attorney Fees				1,500
Bonding Fees				-
Other Professional Fees				-
Total Professional Fees	\$ 16,300	\$ 21,400	\$ 32,800	\$ 70,500
Total Use of Funds	\$ 179,700	\$ 235,500	\$ 345,500	\$ 760,700
Surplus/(Deficit) of Funds	\$ 950	\$ -	\$ 2,500	\$ 3,450

Phase 1 - Tot park and bikeway area within Northfield Addition 1

Phase 2 - Future tot park and bikeway west of Grain #9

Phase 3 - Future Central Park west of drain #9.

Assessment District created by the Park District	
Include as part of the Street Assessments	
Paid for by Park District Funds	
Paid for by Developer Funds	



1176527
Page: 1 of 4
07/13/2006 08:45A

RECORDER'S OFFICE, CASS COUNTY, ND 07/13/2006 08:45AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEANNA KENSERUD, COUNTY RECORDER
by Jessica Spies Rep 1176527

X-sect # 309		
New 100 yr BFE	892.2	
1997 HW	903.4	
	+ 2.5	+ 3.5
Lowest opening	895.7	
Berm Elev		896.7



**BUILDING ELEVATION AGREEMENT AND EASEMENT
(Northfield First Addition)**

THIS AGREEMENT, Made and entered into this 15th day of March, 2006, by and between, GERALD D. EID, hereinafter referred to as "Owner," and the CITY OF FARGO, NORTH DAKOTA, a public body corporate and politic, hereinafter referred to as the "City,"

WITNESSETH:

WHEREAS, the above-named Owner is the record owner of tracts of land consisting of certain real property located in said Northfield First Addition to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

- Lots Eleven (11) through Fifteen (15), Block One (1);
- Lots One (1) through Nineteen (19), and Lots Thirty (30) through Thirty-four (34), Block Two (2);
- Lots Two (2) and Three (3), Lots Eleven (11) through Fourteen (14) and Lots Twenty-one (21) through Forty-four (44), Block Five (5); and
- Lots One (1) through Five (5), Block Six (6);

all in Northfield First Addition to the City of Fargo, Cass County, North Dakota.

[hereinafter the "Subject Property"]

WHEREAS, Owner, by execution of this agreement, is presently granting to City a permanent easement for a dike to provide flood elevation protection for the properties to be built in said addition; and,

WHEREAS, the parties agree that flood protection elevation shall be maintained across the



lots in the addition and specifically those lots described hereinbefore at all times to an elevation of 895.5 NAVD 88; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, **IT IS HEREBY AGREED** as follows:

1. Owner hereby grants to City a permanent easement in the above-described property for a dike for flood control purposes as hereinafter set forth, said easement to include the right of ingress and egress upon the Subject Property for purposes of adding to the flood protection dike during or in anticipation of a flood or on a more permanent basis, and for purposes of inspection, repair and maintenance of said dike.

2. Owner agrees to maintain a minimum flood protective elevation of 895.5 NAVD 88 across the property described hereinbefore. The flood protection elevation shall be maintained at a minimum ten (10) foot wide strip of land across the entire lot. The flood protection dike shall not be located in the designated floodway.

3. Owner agrees that no trees nor any structure or building shall be planted, placed, erected or built upon said flood protection dike. Owner shall not dig, cut into or disturb in any way said flood protection dike built, or to be built, upon the Subject Property. Owner shall, however, be responsible for maintaining a ground cover, consisting of grass, on the said flood protection dike and the entire width of the easement, and shall be responsible for regularly mowing and maintaining the same.

4. This agreement will be binding on the parties, their heirs, administrators, successors and assigns as the case may be.

APPENDIX 3

REQUIREMENTS FOR ENGINEERING SERVICES ON PUBLIC CONSTRUCTION PROJECTS

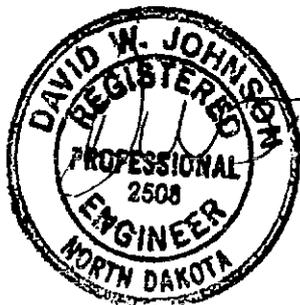


REQUIREMENTS
for
ENGINEERING SERVICES
on
PUBLIC CONSTRUCTION PROJECTS

April, 2007

A handwritten signature in black ink, appearing to read "David W. Johnson".

David W. Johnson
Senior Engineer
Design & Construction



**Requirements
for
Engineering Services
on
Public Construction Projects**

TABLE OF CONTENTS

Project Management and Coordination	Page 1
Preliminary Engineering and Layout	Page 1
Right of Way	Page 2
Utility Relocation/Adjustment	Page 2
Final Design	Page 2
Bid Documents	Page 3
Construction Plans	Page 4
Contract Administration	Page 8
Construction Inspection	Page 9
Acceptance Procedures and Requirements	Page 10
Plan of Record and Construction Report	Page 11
Submittal Check List	Page 12

General Project Management

Engineer shall provide and coordinate general project management services.

Work Planning and Scheduling

1. General day to day project management and administration
2. Work-planning schedule and coordination
3. Provide monthly progress reports to the City of Fargo
4. Provide general project coordination with involved agencies to include:
 - A. City of Fargo
 - B. NDDOT, FHWA, FCMCOG as applicable
 - C. Any private or public utility companies
 - D. Any permitting agencies
 - E. Other government agencies as required
5. Prepare for and attend meetings
 - A. Preparation
 - Advertise
 - Send notice to property owners
 - Presentation documents and displays
 - B. Presentation(s) to public
 - C. Summary
 - Prepare and distribute minutes of meetings
6. Maintain project log to document key decisions and project activities

Preliminary Engineering and Layout

1. Data Collection
 - A. Collect and review digital and hardcopy data
 1. Preliminary design layout
 2. Survey and mapping to include utilities, DTM, aerial photography, files, etc.
 3. Traffic data
 4. Utility data
 5. As-built plan information
 6. Other pertinent data
2. Geotechnical Investigation
3. Topographic Survey
 - A. Survey to provide both horizontal and vertical control
 - B. Datum to be NAVD 88
 - C. Survey to be compatible with City of Fargo coordinate system
 - D. Locate and tie all pertinent above and below grade features for preparation of full topographic basemap and Digital Terrain Model (DTM)
 1. Buildings
 2. Roads- type and surfacing
 3. Trees-size
 4. Power poles
 5. Private and public utilities including culverts
 6. Driveways and sidewalks
 7. Perform bridge surveys if necessary

- E. Submittal format
 1. ASCII file of survey data in PNZED format
 - a. Either comma or space delineated
 2. Topographical and spot elevation drawing in City Standard AutoCAD drawing
 3. AutoCAD drawing file of all pertinent data
4. Preliminary Design
 - A. Develop geometrics and profiles for proposed improvements
 - B. Evaluate alternatives for consideration
 - C. Evaluate potential utility conflicts
 - D. Conduct appropriate preliminary analysis
 1. Hydraulic (storm sewer and drains)
 2. Traffic control layouts and construction staging
 3. Sewer or lift station hydraulics, population projections, service areas
 4. Water transmission/ distribution
 5. Etc.
 - E. Conduct preliminary lighting design
 - F. Provide preliminary cost estimate

Right of Way

1. Prepare legal descriptions and plats for easements and right of way
2. Conduct title searches as necessary
3. Complete property appraisals
4. Coordinate document preparation with City Attorney's office
5. Conduct negotiations for acquisition on behalf of City

Utility Relocation/Adjustment

1. Prepare utility plans displaying all in-place public and private utilities located within the proposed construction limits
2. Contact utility owners to determine potential need for utility relocations or adjustments
3. Coordinate utility work with City contract work.

Final Design

Develop and provide the following as appropriate:

1. Final horizontal and vertical alignment, typical sections, details, etc.
2. Cross sections and earthwork computations
3. Hydraulic/storm sewer design
4. Water, sewer and lighting design
5. Street configurations, turn lanes and grading plans
6. Signing and pavement marking design
7. Permitting
 - Prepare and submit application on behalf of City
 - Coordinate, support, follow-up and document permit process
8. Traffic control plans and construction staging
9. Special features- lift stations, control systems, buildings, etc
10. Prepare standard and special erosion control plans
11. Develop contract documents, contract pay items, engineers estimate of cost, funding sources
12. Prepare and compile contract specification and special instructions
13. Perform quality control/quality assurance on all construction documents

All Projects

Develop and provide the following documents for placement of the City Commission agenda

1. Engineers Report- Nature and Scope; Purpose; Feasibility (with estimated cost and funding sources)
2. Bid Sheet, Proposal, Bidder's Bond
 - A. Bid items to conform Fargo BidJob codes
3. Bids Wanted
4. Standard Specifications (City of Fargo) and Special Instructions
5. Addendum requirements (note that legal requirements require that addendum acknowledgement be placed in with the bid bond envelope)

Special Assessment Projects

These additional items are required for any projects that are special assessed. Protestable projects require advertising for a 30 day time frame.

1. Assessment District maps (1 sized for publication, 1 sized for inclusion in book)
2. Location and Comprising
3. Notice to property owners
 - A. Two week lead time for Special Assessment Coordinator to compute estimated assessed amount after receipt to cost estimate and assessment map
 - B. Conduct public information meeting

Post Bid Opening Documents

1. All Projects
 - A. Provide tabulation of all bids received
 - B. Provide bid award letter
 - C. Provide contract documents
 - D. Issue Notice to Proceed for construction at appropriate time
2. Special Assessment Projects
 - A. Develop/provide Engineer's Statement of Estimated Cost
 - B. Determine protest sufficiency/percentage

- Existing trees, fences, walks, drives, buildings, ditches and drainage structures, pavements and other obstacles or improvements in or near the work area. (Show existing features as dashed or less prominently)
9. All temporary or permanent easements
 10. Survey or reference line if necessary (with stationing)
 11. Large buildings, structures, trees, etc. indicated for removal or in close proximity to the proposed construction
 12. Show scale or indicate scale in the title block
 13. Special details and/or notes when required
 14. Plan view and profile shall line up whenever possible
 15. Symbols and abbreviations used on plans when different than City of Fargo standards
 16. Traffic detours or special traffic control shall be shown on plans. Traffic control/detours shall be approved by the City of Fargo Traffic Engineer and shall have an approval block on that page for his signature.
 17. Revision block showing description, date and initials
 18. Other information deemed necessary by the Engineer certifying the plans

Sanitary Sewer Plans

The following information should be shown when applicable:

1. Stationing, location and type of all manholes or structures. Type of structures shall be in conformance with the City of Fargo Standard Specifications for Construction of Public Utilities. Details shall be shown for all structures that are not standard or covered in that reference
2. Plan and profile of all sewer lines. Include existing ground profile
3. Size, length, type and grade of sewers
4. Invert elevations of inlets & outlets of manholes and other structures
5. Locations, size and type of all sewer stubouts, wyes, or tees. Wye and tee locations shall be stationing and referenced to manholes and sewer service stubouts shall be double tied to lot corners if possible. When risers are installed, riser length and size shall be indicated
6. Rim elevations and numbering system for manholes and structures
7. Existing underground utilities such as cables, water, storm sewers, gas lines or any other underground features that cross or are near the proposed sewer. Show exact elevations, if possible where there may be a conflict with new construction

Storm Sewer Plans

The following information should be shown when applicable:

1. Stationing, location and type of all manholes, inlets or structures. Type of structures shall be in conformance with the City of Fargo Standard Specifications for Construction of Public Utilities. Details shall be shown for all structures that are not standard or covered in that reference.
2. Plan and profile of all storm sewer lines. Include existing ground profile.
3. Size, length, type and grade of storm sewers
4. Invert elevations at all manholes, inlets, and other structures
5. Rim elevations and numbering system for manholes and structures
6. Existing underground utilities such as cables, water, sanitary sewers, gas lines or any other underground features that cross or are near the proposed storm sewer. Show exact elevations, if possible where there may be a conflict with new construction.
7. When storm sewer is included as part of a paving plan, storm sewer should be shown on the same sheets as the paving plan.

The following information should be shown when applicable:

1. Stationing, location and type of all waterlines, manholes, valves, hydrants or appurtenances. Type of structures shall be in conformance with the City of Fargo Standard Specifications for Construction of Public Utilities. Details shall be shown for all structures and appurtenances that are not standard or covered in that reference
2. Plan and profile of all water lines
3. Size, type and length of all water lines
4. Elevations for top of pipe at all fittings, valves, high and low points or appurtenances
5. Locations, size and type of all water stubouts and services. Corporation stops and tee locations shall be stationing and referenced to valves and manholes. Curb stops\water service stubouts shall be double tied to lot corners if possible. Curb stops on replacement type projects shall be tied to existing structures
6. Top nut elevations for all hydrants shall be listed along with the pipe distance from the tee to the gate valve and from the gate valve to the hydrant

Street and Paving Plans

The following information should be shown when applicable:

1. Beginning and ending stationing if necessary
2. Match lines with sheet numbers referenced at intersections or where they do not follow in order
3. Curb grades and type showing length and per cent grade
4. Spot elevations at all PC's, High and Low points, curb radius points
5. Elevations for all culverts, with grade and length shown
6. Ditch grades with percent slope
7. Existing ground and finish paving and ditch elevations should be shown in the profile
8. Horizontal curve data should be shown near the curve or coded for clarity if several curves are shown or if the sheet is crowded. Show radius, interior angle, and arc length at a minimum. All PC's and PT's should be labeled and show spot elevations. Vertical curves when used should show stationing, length and elevations along the curve. The Point of Vertical Curvature (PVC), the Point of Vertical Intersection (PVI), the Point of Vertical Tangent (PVT) as well as the vertical offset distance from the tangent intersect to the actual curve
9. Show intersection details to the extent necessary to insure proper horizontal and vertical alignment. The following information is required:
 - A. Spot elevations along radius of curb
 - B. Spot elevations along center lines and curb lines extended through the intersection (1/4 line elevations may be necessary on large intersections)
 - C. Geometric information necessary for design and staking
10. Show proposed paving improvements including street, curb and gutter, driveways, sidewalks and ADA walks
11. Show typical sections as required including information on the following:
 - A. Shoulder slopes, backslopes, sideslopes
 - B. Paving widths, thickness and type
 - C. Lane widths
 - D. Pavement cross slopes
 - E. Subgrade, fabric and drainage details
 - F. Median details
 - G. Typical Right-of-way lines
 - H. Joint pattern details and reinforcing information
 - I. Other typical details of paving or grading not otherwise covered on the standard paving details

The following information should be shown when applicable:

1. Stationing and flow line elevation at beginning and end of ditch construction
2. Length and slope of ditches, culverts and pipes
3. Typical section showing dimensions, backslopes, invert and slope treatment
4. Invert elevations at all structures
5. Cross sections and topographic map showing existing ground and finish grade
6. Typical details for all special structures
7. Flap gate and sluice gate sizes and pertinent information
8. Drainage design data

Contract Administration

1. **Meetings – Schedule, notify, conduct and prepare/distribute minutes**
 - **Preconstruction**
 - **Progress**
 - **Closeout**
2. **Coordinate construction staking**
3. **Coordinate and document field testing-construction QA/QC**
4. **Coordinate Construction Inspection (see next section)**
5. **Coordinate work with independent utility companies/contractors**
6. **Review and approve shop drawings**
7. **Review, approve, coordinate and notify public for construction staging and traffic control**
8. **Prepare and approve progress pay documents**
9. **Analyze and prepare extra work change orders and supplemental design services and agreements**
10. **Review and approve contractor payroll submittals as applicable**

Policy

The on-site inspection personnel shall have background and training as construction inspectors and work directly under the supervision of a Registered Professional Engineer. Inspection personnel shall be present during the performance of all meaningful work and keep an accurate record of the construction progress. (Sample forms are available from the City Engineer). Inspectors shall have in their possession and be familiar with the City of Fargo Standard Specifications for the Construction of Public Utilities

1. Change Orders: In the event of any change from the plan, change orders shall be approved by the City Commission prior to the work being performed
2. Interpretation of Plans and Specifications
 - A. City of Fargo Standard Specifications for the Construction of Public Utilities: The Engineer shall contact the City Engineer for any unclear aspects of these specifications. Interpretation of the City's Standard Specifications shall be made only by the City Engineer's office so that the specifications will be uniformly enforced.
 - B. Interpretation of Plans and special instructions: The interpretation of the plans and job specific specifications and instructions shall be the responsibility of the Engineer who certified the plans

Procedure

1. Start of work: The Engineer's inspector shall notify the City Engineer no later than 24 hours prior to the commencement of work
2. Work in right-of way: If the work is in the City of Fargo right-of-way, the contractor shall also notify the City of Fargo Traffic Engineer at least 24-hours prior to the start of work. All barricades and traffic control shall comply with the latest edition of the Manual on Uniform Traffic Control Devices
3. Reports: All reports made by the Engineer shall be filed with the City Engineer's office on a bi-weekly basis

Testing

1. Certification: Testing performed by the Engineer or a testing company for the Engineer shall be done under the supervision of a Registered Professional Engineer and certified by the same. Testing shall be done in accordance with appropriate ASTM; AASHTO or other recognized Standards
2. Test Results: Results of all field tests shall be recorded on the daily inspection report. The inspection report shall note any samples taken for laboratory tests and the location that said samples were taken and any field or visual inspections made on said samples when they were taken
3. Testing Requirements: The Engineer shall submit a proposed testing schedule to the City Engineer for approval. The schedule shall designate the testing firm who will be responsible for performing the necessary tests. The schedule will also designate the approximate number and types of tests that the Engineer feels adequate so as to ensure compliance with the intent of the specifications

Construction Staking and Survey

- Establish and preserve horizontal and vertical survey control monuments
- Stake construction limits
- Perform construction staking
- As-built surveys

Final Acceptance

Once public improvements are completed, the Engineer shall submit a final inspection request for the public improvements for final acceptance

Request for final acceptance:

1. Request shall be made in a letter that fully describes the improvements and that the project has been substantially completed
2. A final project inspection shall be requested
3. The Engineer shall note any deficiencies and make a recommendation on the acceptance of the project

City Acceptance

1. Upon receipt of the request, the City will issue a response that will indicate a date and time for a final inspection. The public improvement shall be clean and free of debris at the time of inspection. Water valve boxes, curb stops, manholes and inlets shall be exposed
2. During the field inspection, the Engineer, with the aid of the Street and Water Departments, will complete a listing of items requiring remedial action (punch list) noted during the inspection
3. Correction of all items requiring remedial action shall be completed prior to final acceptance of the project
4. Upon satisfactory completion of this final inspection, the City Engineer shall grant final acceptance
5. Granting of the acceptance does not relieve the Contractor of any responsibility to maintain, repair, or correct any deficiencies that may occur during the warranty period

Information to be Shown on Plans of Record

Upon completion of the work, as-built information shall be added to the original plans. The as-built information shall be clearly shown. No original design data shall be removed from the plans. The Engineer shall certify the as-built information and submit the plans to the City Engineer for filing as the plans of record. Record plans shall be reproducible mylars or submitted in digital electronic form with an accompanying paper hard copy

Plans of Record

Plans of Record shall include the following information:

1. Engineer's certification
2. Final quantities and dollar amount of contract
3. Name of contractor and completion date
4. Type of contract
5. Any other information
6. As-built alignment (horizontal and vertical), elevations, lengths, stationing, locations, materials, and other information as determined by the Engineer
7. Ties to all bends, gate valves, water and sewer stubouts
8. As-built cross sections are not generally required, however a copy of the excavation worksheet tabulation should be submitted. If quantities seem unusual, as-built cross sections may be required
9. Manufacturer's name when applicable
10. Drainage plan- A detailed street and storm sewer plan showing the data pertaining to the design of the storm drainage system is required. The following information is to be shown on the drainage plan:
 - A. Drainage area map- The map shall show all drainage areas contributing storm runoff to the project. The map shall indicate the outline of the individual drainage areas including a line drawing showing the location of the proposed piping, manholes, inlets, culverts and other structures
 - B. Front and rear yard elevations- A map shall be attached showing proposed front and rear yard grades for all lots in the subdivision. Spot elevations shall be indicated at all lot corners and at all intermediate high and low points. Front yard elevations are to be set at 0.5 feet above top of curb unless accepted by the City Engineer
 - C. Pipe design data- Pipe design data shall indicate the design flow in each pipe along with the velocity, size and type of pipe

Project Construction Report

A report shall be compiled, bound, and submitted to the City Engineer. The report shall include sequential copies of all daily reports, weekly reports, material tests, field diaries and survey notes. The report shall also include a copy of the final inspection report and indication that punchlist items have been completed and accepted. Provide Operations and Maintenance manuals as necessary and/or Maintenance Crew Training Specifics

**Submittal Check List
for
Subdivisions and Major Projects**

Name of Subdivision or Project- Include Project ID Number

_____	Final Construction Plans	For City Use Only		
_____	Plans of Record			
_____ <u>Bid Documents</u>		_____	_____	_____
_____ Assessment Map for Book		_____	_____	_____
_____ Location & Comprising		_____	_____	_____
_____ Engineer's Report		_____	_____	_____
_____ Bids Wanted		_____	_____	_____
_____ Bid Sheet		_____	_____	_____
_____ Notice to Property Owners		_____	_____	_____
_____ <u>Cover Sheet</u>		_____	_____	_____
_____ Vicinity Map		_____	_____	_____
_____ Subdivision or Project Name		_____	_____	_____
_____ Sheet Index		_____	_____	_____
_____ Engineer's Certification and Signature		_____	_____	_____
_____ Legend		_____	_____	_____
_____ <u>Plat</u>		_____	_____	_____
_____ Bearings		_____	_____	_____
_____ North Arrow		_____	_____	_____
_____ Scale		_____	_____	_____
_____ Block and lot numbers and dimensions		_____	_____	_____
_____ Street names		_____	_____	_____
_____ Easements for utilities and drainage		_____	_____	_____
_____ Legend for plat		_____	_____	_____
_____ <u>Overall Water and Sewer Map</u>		_____	_____	_____
_____ <u>Water</u>		_____	_____	_____
_____ Existing and proposed fire hydrant locations and spacing		_____	_____	_____
_____ Length, size and type of pipe		_____	_____	_____
_____ Valve Locations		_____	_____	_____
_____ Water service locations shown		_____	_____	_____
_____ Special details required		_____	_____	_____

<u>Sanitary Sewer</u>	_____	_____	_____
Existing and proposed manhole locations and spacing	_____	_____	_____
Length, size and type of pipe to be used	_____	_____	_____
Grade of proposed sewer line	_____	_____	_____
Sewer Service locations shown	_____	_____	_____
Special details required	_____	_____	_____
<u>Storm Sewer</u>	_____	_____	_____
Existing and proposed manhole locations and spacing	_____	_____	_____
Length, size and type of pipe to be used	_____	_____	_____
Grade of proposed storm sewer line	_____	_____	_____
Special details required	_____	_____	_____
<u>Street Plans and Profiles</u>	_____	_____	_____
Plans and Profiles for every street	_____	_____	_____
Grades	_____	_____	_____
Sidewalk widths and locations, ADA ramps	_____	_____	_____
Right of Way and Street widths to meet standards	_____	_____	_____
Curves radius points, angles and lengths	_____	_____	_____
Elevations of all PC's, PT's, LP's, Hp's and Grade Changes	_____	_____	_____
Access to all lots? Lengths of cul-de-sacs?	_____	_____	_____
<u>Sewer, Water, Storm Sewer Plan and Profiles</u>	_____	_____	_____
Rim elevations, inverts (in and out) for sewers	_____	_____	_____
Top of pipe elevations on water main and fittings	_____	_____	_____
Per cent grade	_____	_____	_____
Length, size and type of pipe	_____	_____	_____
Locations of valves, hydrants, manholes, inlets, appurtenances	_____	_____	_____
Minimum depths on water and sewer	_____	_____	_____
Locations of sewer and water services	_____	_____	_____
<u>Grading and Drainage layout</u>	_____	_____	_____
Sidewalk and rearyard grades are noted on plat	_____	_____	_____
Water flow- grades, location of drainage way	_____	_____	_____
Detention ponds located, sized	_____	_____	_____
Flood plain boundary shown, permit obtained	_____	_____	_____
Fill areas designated or shown	_____	_____	_____
<u>Street Details</u>	_____	_____	_____
Right of Way and street width dimensions	_____	_____	_____
Street cross section/detail	_____	_____	_____
Thickness of base, asphalt or concrete, geotextile?	_____	_____	_____
Curb and walk details	_____	_____	_____
Intersection plan and profiles	_____	_____	_____

<input type="checkbox"/> <u>Traffic Control Plan</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pavement marking plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Construction area traffic control plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Traffic signing locations and types	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <u>General Notes</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Title block in lower right hand corner of sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Page number, Project number on each page	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Signature blocks on each page	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Revision number and date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Benchmark information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <u>Engineers Report</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Nature and Scope of Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cost estimate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Funding Source (i.e. Special assessment, EDA, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <u>Geotechnical Report</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Geotechnical Special Conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Grading and foundations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <u>Drainage Report</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Calculations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Facility sizes and capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <u>Construction Reports</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Material test reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Daily reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Weekly reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Inspectors Diary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Change orders or changed condition explanation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Final Inspection report and punchlist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <u>Comments</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Submitted by: _____
Name of Engineering Firm

Signature of Engineer Date

Reviewed by: _____
City of Fargo

Accepted _____	Date _____
Returned for Revisions _____	Date _____

APPENDIX 4

COST PROPOSAL FORMS

COST PROPOSAL FORM

District: 5827
Type: Railroad Spur Track Extension
Location: Fayland Industrial First Addition

Cost Proposals shall be based on fixed fee lump sum amount unless otherwise noted. Attach basic fee structure.

Project Administration _____

Preliminary Engineering _____

Preliminary Survey _____

Geotechnical Investigation _____

Design and Plan Preparation _____

Construction Administration _____

Project Closeout _____

Subtotal _____

Hourly Services Estimate

Estimated Duration of Construction _____ months

Construction Staking	Hours	Rate	Extension
Survey Crew	_____	_____	_____

Construction Inspection			
Engineer	_____	_____	_____
Inspector	_____	_____	_____

Subtotal Hourly Services _____

Quality Control Testing Estimate _____

Total _____

Firm: _____

Approved: _____

Name	Title	Date
------	-------	------

COST PROPOSAL FORM

District: 5609
Type: Flood Projection Sanitary Sewer, Water Main, Storm Sewer, Paving & Street Lights
Location: Northfield First Addition

Cost Proposals shall be based on fixed fee lump sum amount unless otherwise noted. Attach basic fee structure.

Project Administration _____

Preliminary Engineering _____

Preliminary Survey _____

Geotechnical Investigation _____

Flood Protection Alternatives _____

Design & Construction Standards/Alternatives _____

Design and Plan Preparation _____

Construction Administration _____

Project Closeout _____

Subtotal _____

Hourly Services Estimate

Estimated Duration of Construction _____ months

Construction Staking Survey Crew	Hours	Rate	Extension
	_____	_____	_____
Construction Inspection Engineer	_____	_____	_____
Inspector	_____	_____	_____
Subtotal Hourly Services _____			
Quality Control Testing Estimate _____			
Total _____			

Firm: _____

Approved: _____
Name

_____ Title

_____ Date



ENGINEERING DEPARTMENT

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

March 5, 2009

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

**Re: 1217 El Cano Drive South
Purchase Agreement – Voluntary Flood Buyout Acquisition
Improvement District #5747-16**

Dear Commissioners:

Enclosed and delivered to the Commission Office is three original Purchase Agreement documents for the acquisition of 1217 El Cano Drive in association with Improvement District #5747-16. A final purchase price for the aforesaid property has been reached and at this time we are requesting authorization to proceed with the acquisition. All land acquisition procedures have been followed and the City Engineer's Office recommends purchase.

RECOMMENDED MOTION:

I/we hereby move to approve and authorize the purchase of 1217 El Cano Drive in association with Improvement District #5747-16 and to execute the attached Purchase Agreements relating to the same and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Please return signed originals.

Respectfully submitted,

Benjamin Dow
Public Works Services Manager

BJD/jmg
Enclosures

C: Mark Bittner
Gary Stewart

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations



PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of February, 2009, by and between, **DARYL and DEBRA HELBLING**, husband and wife, hereinafter "Sellers" and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "Buyer".

WITNESSETH:

WHEREAS, Sellers are the owner of real estate situated in the County of Cass and State of North Dakota, described as follows:

See attached Exhibit "A"

WHEREAS, Buyer desires to purchase the property and pay Sellers under the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. Subject Matter. The subject matter of this agreement is the subject real estate hereinbefore described, together with any and all buildings and improvements on the same.
2. Purchase Price. The purchase price will be Three Hundred Forty-two Thousand Dollars (\$342,000.00) for the property located at 1217 El Cano Drive South, Fargo.
3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.
4. Abstract. Within fifteen days of approval by the Board of City Commissioners, Seller shall furnish Buyer with an updated abstract of title to the subject property evidencing marketable title in Seller.
5. Taxes and Special Assessments. Taxes and installments of special assessments, if any, for the year 2009, payable in 2010, shall be prorated to the date of closing. All prior years' taxes shall be paid by Seller. The balance of special assessments, if any, shall be paid by Seller as part of this transaction.
6. Closing Date and Transfer of Possession. Closing of this transaction shall take place as soon as possible. Possession of the property shall be on or about the date of closing subject to any separate Occupancy Agreement that may be entered into by the parties hereinafter. Sale subject to Seller and Buyer agreeing on an Occupancy Agreement. The Sellers are presently negotiating on a

negotiating on a purchase of a foreclosed property. Seller and Buyer have agreed on an Occupancy Agreement for 90 days from the date of closing. A separate Occupancy Agreement will be entered into on the day of closing.

7. Liens and Encumbrances. The property shall be conveyed to Buyer free and clear of all liens and encumbrances, and subject, however, to all easements or covenants of record, if any.

8. Title. Buyer wishes to take title as follows:

The City of Fargo, North Dakota
a municipal corporation

Conveyance of the subject property shall be by warranty deed in the usual form used in North Dakota. The Buyer will arrange preparation of the warranty deed, and pay the cost of the same.

9. Closing Costs. It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys fees and all other closing costs (except those listed in this agreement).

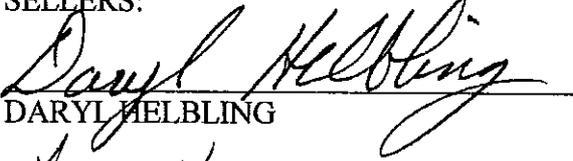
10. Property Purchased "AS IS". The Buyer represents to the Sellers that the property has been inspected by Buyer and that Buyer has been assured by means independent of the Sellers or any agent of the Sellers of the truth of all facts material to this contract and that the property as it is described in this contract is and has been purchased by the Buyer as a result of such inspection or investigation and not by or through any representations made by the Sellers or by an agent of the Sellers. The Buyer hereby expressly waives any and all claims for damages or for rescission or cancellation of this contract because of any representations by the Sellers or any agent of the Seller other than such representation as may be contained in this contract. The Buyer further agrees that the Sellers and any and all agents of the Sellers shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this contract and no agent or employee of the Sellers is or has been authorized by the Sellers to make any representations with respect to the property and that if any such representations have been made, they are wholly unauthorized and not binding on the Sellers.

11. Personal Property. The parties agree that Sellers may remove or cause to be removed all items listed on Exhibit "B" from the subject property at their own expense as late as 30 days following Seller's vacating the premises. Seller shall be responsible for insurance, if they so choose such coverage on any personal property that is agreed upon to be removed from the subject property.

12. Eminent Domain/Involuntary Conversion. The parties acknowledge that Buyer is acquiring the subject property under threat of condemnation and Buyer intends to use the subject premises for public purposes. If Seller had not entered into this Purchase Agreement, Buyer would have acquired the subject premises through its power of eminent domain.

DATED the day and year as set forth above.

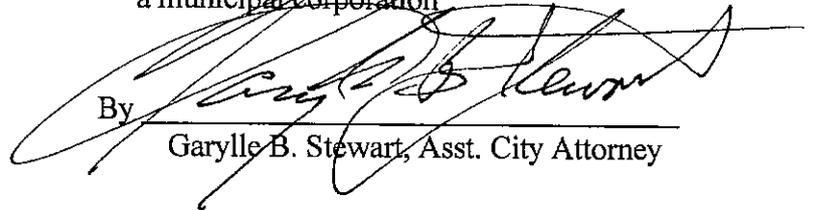
SELLERS:


DARYL HELBLING

DEBRA HELBLING

BUYERS:

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By 
Garylle B. Stewart, Asst. City Attorney

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

Exhibit "A"
Legal Description

A tract of land situated in Government Lot Two (2) of the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township One Hundred Thirty-nine (139) North of Range Forty-nine (49) North of Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, and bounded as follows: Beginning at an iron pin located 70.00 feet South $87^{\circ}48'$ East and 5.00 feet South $3^{\circ}31'45''$ East of the Northeast corner of Lot Fourteen of Burritt's First Subdivision of a part of Government Lot Two of the Northeast Quarter of Section Thirty-six, Township One Hundred Thirty-nine North of Range Forty-nine West in Cass County, North Dakota, according to the plat thereof recorded in Book "F", Page 78, in the office of the Register of Deeds, Cass County, North Dakota; thence South $3^{\circ}31'45''$ East 176.02 feet to an iron pin; thence South $61^{\circ}06'55''$ East 202.73 feet to an iron pin; thence on a prolongation of the above last described line, 93.2 feet, more or less, to the West bank of the Red River of the North; thence in a Northeasterly direction downstream on the West bank of the said river, 357 feet, more or less, to a point formed by the intersection of the West bank of said river with a line bearing South $87^{\circ}48'$ East from the point of beginning; thence North $87^{\circ}48'$ West, 80 feet, more or less, to an iron pin; thence on a prolongation of the above last described line 393.55 feet to the point of beginning.

AND

A tract of land situated in the Northeast Quarter of Section Thirty-six, Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, more fully described as follows: Commencing at a point made by the intersection of the South line of the Northeast Quarter of Section Thirty-six, Township One Hundred Thirty-nine North of Range Forty-nine West with the East edge or East Right-of-Way Line of U.S. Highway No. 81 as presently platted, constituted and existing; thence North following along said East line of such Highway a distance of 1418.28 feet; thence North $87^{\circ}56'$ East a distance of 370.62 feet to point of beginning of Tract No. 3 which tract is described as follows: Commencing at such point of beginning; thence South $2^{\circ}04'$ East a distance of 150.79 feet; thence South $87^{\circ}48'$ East to the West Bank of the Red River of the North; thence Northeasterly following along said West bank to a point where said bank intersects with a line projected North $87^{\circ}56'$ East from such point of beginning; thence following Southwesterly along such projected line to the point of beginning.

Exhibit "B"

List of items that Daryl & Debra Helbling can remove from property.

- Master bedroom – 13x17 carpet, window coverings, programmable thermostat
- Spare bedroom – 10/13.5 carpet, ceiling fan/light
- Office/Spare bedroom – window coverings, ceiling light/fan, programmable thermostat
- Bathroom – mirror
- Living room – 14.8x27 carpet, programmable thermostat
- Dining room – 14.8x12 carpet, ceiling light
- Kitchen – fridge, stove, microwave, dishwasher, disposal, cabinets
- Laundry room – washer, dryer, cabinet
- Mud room/bathroom – cabinet
- Family room – ceiling fan/light, pool table light, corn stove, wall air conditioner, stereo wire

- Attic – air conditioner unit
- Garages – heater, work benches, shelving, peg boards, siding, garage doors/operators, dog door, wall fan, fridge, attic door
- Front yard – maple tree, shrubs, deck, basketball hoop, propane tank, fire pit, landscape blocks, fence, palm trees, wagon wheels
- Back yard/River side – maple tree on dike, dog kennel, wagon wheels

March 4, 2009



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

Dear Commissioners:

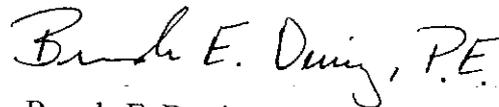
On February 24th the Finance Committee met and reviewed a request from the Park District to assess a maximum of \$250,000 on Lots 4 and 5, Block 3 of the Urban Plains Center Addition. This assessment is for the construction of the parking lot at the Urban Plains Center. The Finance Committee approved the assessment agreement. Enclosed is an agreement for the addendum to development and assessment and the joinder to extend the special assessment district.

RECOMMENDED MOTION:

Approve the Addendum to Development and Assessment Agreement and Joinder Agreement to Extend Special Assessment District.

Please return signed original.

Respectfully submitted,



Brenda E. Derrig, P.E.
Senior Engineer

C: Mark Bittner



February 3, 2009

City of Fargo
Engineering Department
Brenda Derrig
200 3rd St N
Fargo, ND 58102

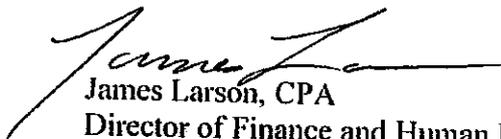
Request to join Assessment District 5777

Dear Brenda,

The Park District of the City of Fargo is requesting to join Special Assessment District No. 5777 for the construction of a parking lot at the Urban Plains Center. The amount that has been approved by our board is a maximum of \$225,000. I have included a copy of the Joinder Agreement to Extend Special Assessment District, signed by the Park District, and the minutes of the board meeting where the Park Board approved the request for the project. While we don't have the final signatures from the banks the request to have them sign has been submitted and we are waiting for their approval.

Feel free to contact me with any questions or if you require additional information.

Sincerely,


James Larson, CPA
Director of Finance and Human Resources

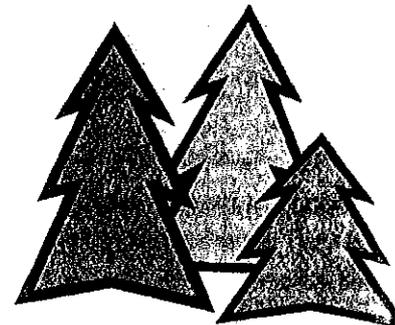
Cc: Roger G. Gress, Executive Director

Park Board

- Barb Johnson, Commissioner
- Joel Vettel, Commissioner
- Ron Sorvaag, Commissioner
- Mary Johnson, Commissioner
- Joe Deutsch, Commissioner
- Chris Kennelly, Clerk

Administration

- Roger Gress,
Executive Director
- Jim Larson,
Director of Finance/Human
Resources
- Dave Leker,
Director of Parks
- Clay Whittlesey,
Director of Recreation
- Carolyn Boutain,
Director of Cultural Activities
- Kevin Boe,
General Manager Courts Plus
Fitness Center
- Brian Arett,
Director Fargo Senior Services
- Amy Rasmussen,
Administrative Assistant



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
OF THE FARGO PARK DISTRICT OF
JANUARY 13, 2009**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, January 13, 2009, at 5:30 p.m., at the Fargo Park District office at 701 Main Avenue, Fargo, North Dakota. Present at the meeting were Commissioners Ron Sorvaag, Joe Deutsch, Joel Vettel, Barb Johnson and Mary Johnson. Also present were Roger Gress, Jim Larson, Attorney Greg Selbo, Dave Leker and Clay Whittlesey.

Approval of Minutes

Commissioner Joel Vettel moved and Commissioner Mary Johnson seconded a motion to approve the minutes of the regular December meeting. Commissioner Mary Johnson moved and Commissioner Joe Deutsch seconded a motion to approve the special meeting minutes. Upon call of the roll, the motions passed unanimously.

Approval of December 2008 Bills

Commissioner Mary Johnson moved and Commissioner Joe Deutsch seconded a motion to approve the bills for December, 2008, as presented. Upon call of the roll, the motion passed unanimously.

Approve Order of Agenda

Commissioner Barb Johnson moved and Commissioner Joel Vettel seconded a motion to approve the order of agenda as presented. Upon call of the roll, the motion passed unanimously.

**2009 IIHF World U18 Championship Committee to Request Partnership
Opportunities with the Fargo Park District**

Lance Johnson addressed the board regarding the U18 Championship Tournament. He formally withdraw a request to ask the Park District to assist in obtaining tax free lodging and food. Next, Kali Mork then addressed the board and listed several potential partnership opportunities that the Park District on which the Park District's assistance would be appreciated for the tournament. Ms. Mork listed several nations that would be participating in the conference and further explained that this was the first time that this tournament would be held in North America. Examples of the type of assistance requested from the Park District included using the Southwest Youth Hockey arena for a practice facility and as a place for the volunteer headquarters. They also requested the use of Park District freezers to store hockey pucks in order to be in conformance with regulations for the tournament. Further, it was discussed that back up zamboni services would be available.

Cole Carly from the Fargo Moorhead Convention and Visitors Bureau then addressed the board. He noted that this tournament would have a direct impact of \$2,000,000.00 in spending by the visitors in the community.

Clay Whittlesey then addressed the board. He stated that he had met with the tournament committee and discussed a number of ways in which assistance could be provided and in which the Park Board could promote its name. They had discussed several possibilities including having a movie night, skating with the hockey teams, athletes training at Courts Plus and the like.

Commissioner Joel Vettel moved and Commissioner Barb Johnson seconded a motion to accept the partnership request from the 2009 IHF World U18 Championship. Upon call of the roll, the motion passed unanimously.

**Metro Sports Foundation to Request Additional Assessment Amount for
Parking Lot at the UP Arena**

Todd Berning presented to the board regarding this agenda item. He noted that \$125,000.00 had originally been budgeted for the parking lot, but that costs had overrun due to several factors out of their control and that the cost was now approximately \$225,000.00. He was asking that this cost be special assessed back against the property and that the Metro Sports Foundation would then pay the special assessment over time as opposed to being forced to pay it all at once.

Commissioner Mary Johnson moved and Commissioner Joe Deutsch seconded a motion to increase the special assessment for the parking lot from \$125,000.00 to \$225,000.00. Upon call of the roll, the motion passed unanimously.

Approve Engagement Letter with Eide Bailly, LLP for 2008 Audit

Jim Larson addressed the board regarding this matter. It was noted that there were two engagement letters due to the way that the audit of a governmental agency must be structured. It was noted that the cost estimates were provided in the engagement letters and that jointly the cost would not exceed \$15,750.00.

Commissioner Mary Johnson moved and Commissioner Joe Deutsch seconded a motion to approve the engagement letters with Eide Bailly for the 2008 audit. Upon call of the roll, the motion passed unanimously.

Adjournment

There being no further business to come before the board, the meeting adjourned at approximately 6:05 p.m.

Christopher M. Kennelly

ADDENDUM TO
DEVELOPMENT AND ASSESSMENT AGREEMENT
AND
JOINDER AGREEMENT TO
EXTEND SPECIAL ASSESSMENT DISTRICT
FARGO PARK DISTRICT – CITY OF FARGO

WHEREAS, The City of Fargo, Urban Plains Land Company LLC, Urban Plains Arena Land LLC entered into an agreement effective the 1st day of January, 2008, entitled Development and Assessment Agreement (hereinafter the “Development Agreement”), which Development Agreement received the written consent of mortgagees of property including the Subject Property described more fully below.

WHEREAS, the City of Fargo has created Special Assessment District No. 5777; and

WHEREAS, the Park District of The City of Fargo is the owner of certain property located adjacent thereto; and

WHEREAS, the Park District of the City of Fargo has requested the City to extend Special Assessment District No. 5777 to include certain property (the Subject Property); and

WHEREAS, since January 1, 2008, the effective date of the Development Agreement, ownership of the Subject Property has been conveyed to the Park District of the City of Fargo.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Park District of the City of Fargo is the owner of Lots Four (4) and Five (5), Block Three (3), Urban Plains Center Addition to the City of Fargo.

2. The Park District of the City of Fargo has requested the City to extend Special Assessment District No. 5777 to include the following property:

Lots Four (4) and Five (5), Block Three (3) of Urban Plains Center
Addition to the City of Fargo, Cass County, North Dakota;

referred to herein as the “Subject Property”.

3. The Park District of the City of Fargo, hereby waives any right of protest and requests that Special Assessment District No. 5777 be extended to include the Subject Property and agrees that the entire assessment, subject to a maximum of \$225,000, may be assessed in equal amounts to the said Lots Four (4) and Five (5) of the Subject Property and agrees to accept the full assessment as may be determined by the Special Assessment Commission of the City of Fargo, as may be further approved by the Board of City Commissioners of the City of Fargo. The Park District of the City of Fargo thus requests that its property be improved using the quantity prices obtained in bidding the underlying special assessment district.

4. The City of Fargo, a municipal corporation hereby agrees that the special assessment district be extended to include the Park District of the City of Fargo property above described.

5. The subjoined mortgagees, being all of the mortgagees of the Subject Property, hereby agree and consent to the foregoing.

DATED this 24 day of February, 2009.

OWNER:

THE PARK DISTRICT OF THE CITY OF
FARGO, a park district under the laws of the
State of North Dakota

By M. Joe Dutsch
~~Ronald Sorvaag, President~~
Joe Dutsch, Vice President

ATTEST:

Chris Kennelly
Chris Kennelly, Clerk

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation,

By: _____
Dennis R. Walaker, Mayor

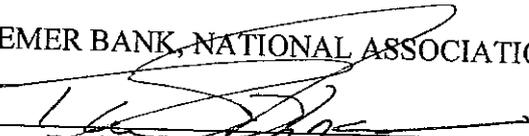
ATTEST:

Steve Sprague, City Auditor

CONSENT OF MORTGAGEES

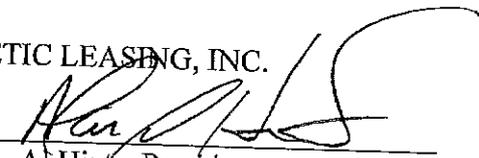
Bremer Bank, National Association, for itself and its loan participants, and as Trustee, hereby consents and agrees to the foregoing Addendum to Development and Assessment Agreement this 24th day of February, 2009, and hereby subordinates the related mortgage of record to the provisions thereof.

BREMER BANK, NATIONAL ASSOCIATION

By: 
David Johnson, Vice President

Kinetic Leasing, Inc., an existing Mortgagee of the MSF Lots, consents and agrees to the foregoing Addendum to Development and Assessment Agreement, this 24th day of February, 2009, and hereby subordinates its mortgage of record to the provisions thereof.

KINETIC LEASING, INC.

By: 
Al Hintz, President



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5812-01

Type: Final Balancing Change Order No. 3

Location: 13th Ave. S. - 47th to 52nd St.

Date of Hearing: 3/3/09

<u>Routing</u>	<u>Date</u>
City Commission	3/9/09
PWPEC File	X
Project File	Jon Atkins
Petitioners	
David W. Johnson	

The Committee reviewed Final Balancing Change Order No. 3 for Project 5812-01 for street widening on 13th Ave. S. between 47th and 52nd St.

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

RECOMMENDED MOTION

Approve Change Order No. 3 in the amount of \$32,914.77 for project 5812-01.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

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

COMMITTEE

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

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5812-01
 Date Entered:
 Date Printed: 02/25/2009

Chg Ord No: 3
 For: Specialized Contracting

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
3	3100	12" Storm Sewer w/Gravel Backfill	LF	12.00	12.00	24.00	12.00	36.00	176.65	2,119.80
Storm Sewer Sub Total										
										2,119.80
6	4000	Excavation	CY	583.00	602.00	1,185.00	602.00	1,787.00	8.00	4,816.00
6	4010	Subgrade Preparation	SY	1,235.00	690.00	1,925.00	690.00	2,615.00	2.25	1,552.50
6	4066	Gravel Base (Class 5) - 8"	SY	1,679.00	246.00	1,925.00	246.00	2,171.00	7.35	1,808.10
6	4100	Concrete Curb & Gutter (Type I)	LF	1,600.00	74.00	1,674.00	74.00	1,748.00	16.00	1,184.00
6	4123	9" Doweled PC Concrete Pavement	SY	1,235.00	140.00	1,375.00	140.00	1,515.00	49.00	6,860.00
6	4138	4" RC Sidewalk	SY	25.00	-13.50	11.50	-13.50	-2.00	33.00	-445.50
6	4142	4" RC Impressioned Concrete	SY	41.00	-41.00	0.00	-41.00	-41.00	85.00	-3,485.00
6	4310	Remove Curb & Gutter	LF	1,427.00	72.00	1,499.00	72.00	1,571.00	4.50	324.00
6	4316	Detectable Warning Panels	SF	64.00	-32.00	32.00	-48.00	-16.00	65.00	-3,120.00
6	4320	Remove 4" Concrete Sidewalk	SY	25.00	-13.50	11.50	-13.50	-2.00	20.00	-270.00
6	4339	Remove Existing Paving	SY	365.00	500.00	865.00	500.00	1,365.00	9.00	4,500.00
6	4409	Site Grading	SY	1,444.00	1,296.00	2,740.00	1,296.00	4,036.00	3.50	4,536.00
6	4490	Castings to Grade	EA	1.00	4.00	5.00	4.00	9.00	2.85	11.40
6	4606	Seeding with Hydro-mulch	SY	1,444.00	1,296.00	2,740.00	1,296.00	4,036.00	1.00	1,296.00
6	7510	Obliterate Pavement Markings	SF	648.00	712.50	1,360.50	712.50	2,073.00	2.06	1,467.75
6	7570	4" Grooved Plastic Marking Film	LF	490.00	346.00	836.00	346.00	1,182.00	3.35	1,159.10
6	7572	8" Grooved Plastic Marking Film	LF	200.00	209.00	409.00	209.00	618.00	6.88	1,437.92
6	7573	16" Grooved Plastic Marking Film	LF	50.00	3.00	53.00	3.00	56.00	25.75	77.25
6	7710	Relocate Sign Assembly	EA	1.00	2.00	3.00	2.00	5.00	82.40	164.80
6	7720	Remove Sign Assembly	EA	2.00	1.00	3.00	1.00	4.00	30.90	30.90
6	11348	Extra Item - Swanston 8" Dotted White Striping	EA	0.00	96.00	96.00	96.00	192.00	9.35	897.60
6	11349	Extra Item - Swanston 8" Solid White Striping	EA	0.00	261.00	261.00	261.00	522.00	9.35	2,440.35
6	11350	Extra Item - Swanston 7" Contrast Striping	EA	0.00	260.00	260.00	260.00	520.00	6.60	1,716.00
Paving Sub Total										
										28,959.17
20	7432	Saw Slot	LF	125.00	10.00	135.00	10.00	145.00	8.24	82.40
20	11130	Extra Item - 4" Dia Rigid Conduit	EA	0.00	99.00	99.00	50.00	149.00	22.00	1,100.00
20	11347	Extra Item - Ped Push Button Post Balance	EA	0.00	1.00	1.00	1.00	2.00	653.40	653.40
Traffic Signals Improvements Sub Total										
										1,835.80
									Total:	32,914.77

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5812-01
 Date Entered:
 Date Printed: 02/25/2009

Chg Ord No: 3
 For: Specialized Contracting

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
-----	------	------------------	------	---------------	--------------	---------------	--------------	--------------	------------	---------------

Source of Funding: **Street Sales Tax**
 Net Amount Change Order 3: \$32,914.77
 Previous Change Orders: \$43,345.03
 Original Contract Amount: \$229,994.58
 Total Contract Amount: \$306,254.38

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

APPROVED:

APPROVED:

Mark H. Britton
 City of Fargo Engineer

Ben A. Hansen

For Contractor

Mayor

President

Title

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5793

Type: Final Balancing Change Order No. 1

Location: 44th St. S. – 15th to 17th Ave.

Date of Hearing: 3/3/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/9/09</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>
Petitioners	<u> </u>
David W. Johnson	<u> </u>

The Committee reviewed Final Balancing Change Order No. 1 for District 5793.

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

RECOMMENDED MOTION

Approve Change Order No. 1 in the amount of \$9,832.82 for District 5793.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessment

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

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u> </u>
<u>N/A</u>	<u> </u>
<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				
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

ATTEST:

Mark H. Bittner

 Mark H. Bittner
 City Engineer

DATE: 2/9/2009 11:31:33 AM
 COMP: fgo - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Chg Ord No: 1
 For: Central Specialties, Inc.

Impr Dist No: 5793
 Date Entered:
 Date Printed: 02/09/2009

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

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	3754	Seeding with Mulch	SY	8,225.00	0.00	8,225.00	2,252.15	10,477.15	0.20	450.43
6	4000	Excavation	CY	3,740.00	0.00	3,740.00	-542.07	3,197.93	3.85	-2,086.97
6	4002	Subcut	CY	1,905.00	0.00	1,905.00	546.38	2,451.38	3.85	2,103.56
6	4066	Gravel Base (Class 5) - 8"	SY	6,242.00	0.00	6,242.00	780.25	7,022.25	6.55	5,110.64
6	4104	Concrete Curb & Gutter (Type II)	LF	2,634.00	0.00	2,634.00	-1.00	2,633.00	8.70	-8.70
6	4132	7" RC Driveway	SY	50.00	0.00	50.00	-50.00	0.00	40.30	-2,015.00
6	4138	4" RC Sidewalk	SY	390.00	0.00	390.00	-376.40	13.60	26.50	-9,974.60
6	4200	Aggregate for Asphalt Base Course	TON	1,919.20	0.00	1,919.20	270.72	2,189.92	25.50	6,903.36
6	4221	Asphalt Cement	GAL	25,976.20	0.00	25,976.20	4,765.36	30,741.56	2.00	9,530.72
6	4339	Remove Existing Paving	SY	40.00	0.00	40.00	-10.00	30.00	5.00	-50.00
6	8566	Topsoil & Hydroseeding	SY	9,082.00	0.00	9,082.00	-1,981.13	7,100.87	0.37	-733.02
Paving Sub Total										9,230.42
16	5018	#6 USE Cu Conductor	LF	7,680.00	0.00	7,680.00	312.00	7,992.00	1.00	312.00
16	5074	1-1/2" Innerduct	LF	2,560.00	0.00	2,560.00	121.00	2,681.00	2.40	290.40
Street Lighting Sub Total										602.40
										Total: 9,832.82

Special Assess

Source of Funding:
 Net Amount Change Order 1: \$9,832.82
 Previous Change Orders: \$0.00
 Original Contract Amount: \$287,074.29
 Total Contract Amount: \$296,907.11

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

APPROVED:

APPROVED: *Central Specialties, Inc.*

Mark H. Butler

City of Fargo Engineer

[Signature]
 For Contractor

Mayor

Treasurer

Title

Attest

March 3, 2009

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND



Re: NDDOT Bid Award Concurrence
I-94 Interchange at 57th St. S. (9th St. E. in West Fargo)
Improvement District No. 5530 Phase 4
NDDOT Project IM-SU-8-094(052)347

Dear Commissioners:

Bids were opened by the NDDOT on February 20, 2009 for Project IM-SU-8-094(052)347 for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lighting, Bridge Construction and Incidentals, Improvement District No. 5530 Phase 4 on I-94 Interchange at 57th St. S. (9th St. E. in West Fargo).

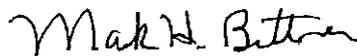
The bids were as follows:

Industrial Builders, Inc., Fargo, ND	\$10,705,546.94
Northern Improvement, Fargo, ND	\$11,094,626.52
Wanzek Construction, Fargo, ND	\$11,149,679.20
Swinger Construction, Grand Forks, ND	\$11,877,958.00
Strata Corporation, Grand Forks, ND	\$12,804,088.51
Engineer's Estimate	\$10,975,486.50

The special assessment escrow is not required.

This office recommends concurrence in the NDDOT bid award to Industrial Builders, Inc., in the amount of \$10,705,546.94 as the lowest and best bid.

Sincerely,



Mark H. Bittner
City Engineer

MHB/rif
Attachment



North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

February 25, 2009

Mr. Mark Bittner
City Engineer
200 N 3rd Street
Fargo, ND 58102

PROJECT: IM-SU-8-094(052)347 - CASS COUNTY – WEST FARGO 9TH STREET & I-94 INTERCHANGE

Bids for the construction on the above noted project were taken at our bid opening of February 20, 2009. A copy of the "Cost Breakdown" and "Abstract of Bids" is enclosed.

The low bid for Grading & Surfacing, Storm Sewer, Signing, Striping, Lighting, and Bridge & Box Culvert Construction was submitted by Industrial Builders, Inc. of Fargo, ND in the amount of \$10,705,546.94. According to the agreement with the City of Fargo, the City's total share on the project is estimated to be \$100,138.50 for right of way. The estimated total cost share breakdown is shown on page 11 of 11 of the enclosed estimate. **Please note the remarks on the bottom of page 11.**

Before we award to the low bidder, Industrial Builders, Inc., we hereby request that the City concur in the award in writing.

A handwritten signature in black ink, appearing to read "Cal J. Gendreau".

CAL J. GENDREAU - CONSTRUCTION SERVICES ENGINEER
80/lp
Enclosure

March 3, 2009

(Vg)

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: NDDOT Bid Award Concurrence
University Drive S. – 40th to 52nd Ave. S.
Improvement District No. 5601
NDDOT Project SU-U-CMU-8-081(028)921

Dear Commissioners:

Bids were opened by the NDDOT on February 20, 2009 for Project SU-U-CMU-8-081(028)921 for Street Reconstruction and Incidentals, Improvement District No. 5601 on University Drive S. – 40th to 52nd Ave. S.

The bids were as follows:

Northern Improvement, Fargo, ND	\$14,994,746.15
Dakota Underground, Fargo, ND	\$15,966,073.68
Strata Corporation, Grand Forks, ND	\$16,630,524.34
Opp Construction, Grand Forks, ND	\$17,987,202.43
Engineer's Estimate	\$15,565,495.55

The special assessment escrow is not required.

The Fargo cost share is \$3,913,950.45.

This office recommends concurrence in the NDDOT bid award to Northern Improvement Co., in the amount of \$14,994,746.15 as the lowest and best bid.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/rif
Attachment



North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

February 25, 2009

Mr. Mark Bittner
City Engineer
200 N 3rd Street
Fargo, ND 58102

PROJECT: SU-U-CMU-8-081(028)921 - CASS COUNTY – FARGO UNIVERSITY DRIVE

Bids for the construction on the above noted project were taken at our bid opening of February 20, 2009. A copy of the "Cost Breakdown" and "Abstract of Bids" is enclosed.

The low bid for Grading & Surfacing, Storm Drains, Structural, Signals, Lighting, Marking, Guardrail, and Incidentals was submitted by Northern Improvement Company of Fargo, ND in the amount of \$14,994,746.15. According to the agreement with the City of Fargo, the City's total share on the project is estimated to be \$3,913,950.45. The estimated total cost share breakdown is shown on page 9 of 9 of the enclosed estimate.

Before we award to the low bidder, Northern Improvement Company, we hereby request that the City concur in the award in writing.

A handwritten signature in black ink, appearing to read "Cal J. Gendreau".

CAL J. GENDREAU - CONSTRUCTION SERVICES ENGINEER
80/lp
Enclosure

ENGINEER'S STATEMENT OF ESTIMATED COST

Street Reconstruction & Incidentals

Improvement District No. 5601
 NDDOT Project SU-U-CMU-8-081(028)921

University Drive South - 40th to 52nd Avenue South

Construction Total:		\$14,994,746.15
NDDOT Engineering:		\$1,411,546.43
Preliminary Engineering:		\$751,198.23
Haul Road Restoration:		\$5,000.00
Utility Adjustments:		\$395,000.00
Right of Way:		\$900,000.00
		<hr/>
		\$18,457,490.81

Federal Funds:		\$13,156,941.66
NDDOT Funds:		\$1,474,526.89
		<hr/>

Local Share Portion:		\$3,826,022.26
Engineering Oversight:	4.000000%	\$153,040.89
Legal:	1.00%	\$38,260.22
Contingencies:	6.00%	\$229,561.34
Administration:	6.000000%	\$229,561.34
Interest:	6.000000%	\$229,561.34
		<hr/>

Total Local Share:	\$4,706,007.39
Less Sales Tax:	\$2,659,218.65
Less Water Department Funds:	\$1,081,516.74
Total Estimated Assessed Cost:	965,272.00

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

Date: 3/4/2009

Mark H. Bittner
 Mark H. Bittner
 City Engineer



SULU-CMU-8-081-(029)921 5601-01 University Drive South- 40th Construction	NNDOT Engr	Subtotal	Section 115	Federal Funds U-CMU	State	City	E & A %	E & A	Misc %	Misc	City Subtotal	Assessed	Wm Funds	San S Funds	Sales Tax	Total
Roadway	\$1,131,725.22	\$1,113,172.62	\$12,244,887.74	\$9,808,766.74	\$1,110,612.23	\$1,224,489.77	10.00%	\$122,448.98	13.00%	\$155,183.67	\$1,505,122.42	\$965,272.00			\$540,850.42	\$12,525,530.39
Trunk Watermain	\$879,281.90	\$0.00	\$879,281.90	\$0.00	\$0.00	\$879,281.90	10.00%	\$87,928.19	13.00%	\$14,306.65	\$1,081,516.74		\$1,081,516.74		\$0.00	\$1,081,516.74
Miscellaneous	\$1,200,928.76	\$120,092.88	\$1,321,021.64	\$0.00	\$0.00	\$1,321,021.64	10.00%	\$132,102.16	13.00%	\$171,732.81	\$1,624,856.61				\$1,624,856.61	\$1,624,856.61
Bridge	\$1,782,810.27	\$178,281.03	\$1,961,091.30	\$1,687,111.19	\$177,870.89	\$186,109.13	10.00%	\$19,610.51	13.00%	\$25,494.19	\$241,214.23				\$241,214.23	\$2,006,196.40
Preliminary Engineering	\$751,198.23	\$0.00	\$751,198.23	\$607,944.73	\$68,133.68	\$75,119.82	10.00%	\$7,511.98	13.00%	\$9,765.66	\$92,397.38				\$92,397.38	\$768,475.79
Haul Roads	\$5,000.00	\$0.00	\$5,000.00	\$4,046.50	\$453.50	\$500.00	10.00%	\$50.00	13.00%	\$65.00	\$615.00				\$615.00	\$5,115.00
Right of Way	\$900,000.00	\$0.00	\$900,000.00	\$728,370.00	\$81,630.00	\$80,000.00	10.00%	\$9,000.00	13.00%	\$11,700.00	\$110,700.00				\$110,700.00	\$920,700.00
Utility Adjustments	\$365,000.00	\$0.00	\$365,000.00	\$319,873.50	\$55,826.50	\$39,500.00	10.00%	\$3,950.00	13.00%	\$5,135.00	\$48,565.00				\$48,565.00	\$404,085.00
Subtotal	\$17,045,944.38	\$1,411,546.43	\$18,457,490.81	\$0.00	\$13,156,941.66	\$1,474,526.89	2.24%	\$382,602.23	2.92%	\$497,382.89	\$4,706,007.38	\$965,272.00	\$1,081,516.74	\$0.00	\$2,659,218.65	\$19,337,475.93
Special Items	\$14,984,746.15						2.55%		3.32%							\$19,337,475.93
Preliminary Engineering (PE)							10.00%		13.00%							\$19,337,475.93
Haul Road Restoration																\$0.00
Right of Way																\$0.00
Fargo PE																\$0.00
U-CMU PE																\$0.00
Utility Adjustments																\$0.00
Subtotal	\$17,045,944.38	\$1,411,546.43	\$18,457,490.81	\$0.00	\$0.00	\$0.00		\$382,602.23		\$497,382.89	\$4,706,007.38	\$965,272.00	\$1,081,516.74	\$0.00	\$2,659,218.65	\$19,337,475.93
Totals																\$19,337,475.93
																\$19,337,475.93
																\$19,460,619.29
																\$382,602.23
																\$8,494,963.41
																\$1,212,763.93

March 4, 2009

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

5

Re: Improvement District No. 5855

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 4, 2009, for PC Concrete Alley Paving and Incidentals, Improvement District No. 5855, located south of 3rd Avenue North between 4th and 5th Street.

The bids were as follows:

Key Contracting	\$26,210.00
Adelman Concrete & Excavating	\$26,535.00
Heston Contracting, Inc.	\$27,798.75
Quality Restoration	\$28,457.50
Opp Construction Company	\$29,319.00
A J Construction	\$31,440.00
Specialized Contracting	\$32,683.75
Northern Improvement Co.	\$39,000.00
Strata Corporation	\$43,415.00
Engineer's Estimate	\$30,000.00

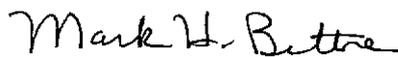
The special assessment escrow is not required.

The protest period expired on March 3, 2009. The responses received are summarized as follows:

4 properties support project	80%
0 properties oppose project	0%
1 property did not respond	20%

This office recommends that protests be declared insufficient and award of the contract to Key Contracting, in the amount of \$26,210.00 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



ENGINEER'S STATEMENT OF ESTIMATED COST

PC Concrete Alley Paving and Incidentals

IMPROVEMENT DISTRICT # 5855
 South of 3rd Ave N between 4th and 5th 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 PC Concrete Alley Paving and Incidentals Improvement District # 5855 of the City of Fargo, North Dakota.

Paving

3896 Inlet Protection Type C	2.00 EA	65.00	130.00
4010 Subgrade Preparation	400.00 SY	2.00	800.00
4061 Gravel Base (ND Class 5)	75.00 TON	32.00	2,400.00
4112 7" Reinforced PC Concrete Pavement	400.00 SY	43.50	17,400.00
4132 7" RC Driveway	30.00 SY	41.00	1,230.00
4326 Remove 7" Concrete Pavement	420.00 SY	8.00	3,360.00
4332 Remove 6" Asphalt Pavement	35.00 SY	4.00	140.00
4510 Traffic Control	1.00 LS	400.00	400.00
9061 Asphalt Patching	10.00 TON	35.00	350.00
		Paving Sub Total:	\$26,210.00
		Construction Total:	\$26,210.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PC Concrete Alley Paving and Incidentals

IMPROVEMENT DISTRICT # 5855
South of 3rd Ave N between 4th and 5th St

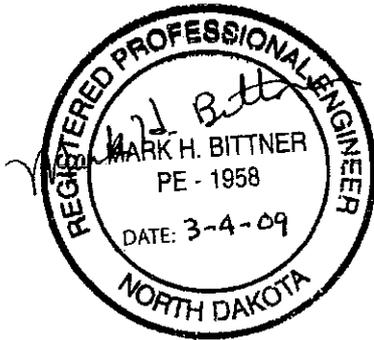
Construction Total:		26,210.00
Engineering:	11.00 %	2,883.10
Legal:	7.00 %	1,834.70
Contingencies:	10.00 %	2,621.00
Administration:	6.00 %	1,572.60
Interest:	8.00 %	2,096.80
	Sub-Total:	37,218.20
	Less Street Rehab Funds:	9,304.55
	Less Water Department Funds:	0.00

TOTAL ESTIMATED ASSESSED COSTS: 27,913.65

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

Date: 3/4/2009

Mark H. Bittner
Mark H. Bittner
City Engineer





COVER SHEET
CITY OF FARGO PROJECTS

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

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

P.C. Concrete Alley Paving & Incidentals

Improvement District No. 5859

Call For Bids March 9, 2009

Bid Opening Date April 15, 2009

Completion Date August 5, 2009

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Johnson

Phone No. 241-1548

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5859

Type: Concrete Alley Paving

Location: Block 13 Kirkham's 2nd Addition
Between College and 14th Street North
From 11th to 12th Avenue North

Date of Hearing: 11/25/08

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/9/09</u>
PWPEC File	<u>X</u>
Project File	<u> </u>
Petitioners	<u>Liz Barton</u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying petition for alley paving.

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

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessments

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
30% escrow deposit required

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u> </u>
<u>N/A</u>	<u> </u>
<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>	Jim Hinderaker	
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>		
Al Weigel, Public Works Operations Manager				
Steve Sprague, City Auditor				

ATTEST:


Mark H. Bittner
City Engineer

ENGINEER'S REPORT
P.C. CONCRETE ALLEY PAVING & INCIDENTALS
IMPROVEMENT DISTRICT NO. 5859

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley from 11th to 12th Avenue North between College Street and 14th Street in Block 13 of Kirkham's 2nd Addition.

Purpose

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

Feasibility

The estimated cost of construction is \$80,000. The project will be paid for entirely from special assessments. A breakdown of costs is as follows:

Construction Cost:	\$ 80,000
Plus 32% Engineering and Administration Fees:	<u>25,600</u>
Total Estimated Amount Assessed:	\$105,600

We believe this project to be cost effective.



Mark H. Bittner
Mark H. Bittner
City Engineer

March, 2009

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5859

LOCATION:

From 11th to 12th Avenue North between College Street and 14th Street, in Block 13 of Kirkham's 2nd Addition.

COMPRISING:

Lots 1 through 22, inclusive, Block 13.
Kirkham's 2nd Addition.

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