

FARGO CITY COMMISSION AGENDA  
Monday, April 5, 2010 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO 12 (Channel 12). They are rebroadcast each Monday at 5:00 p.m., Thursday at 7:00 p.m. and Saturday at 8:00 a.m.; and are also included in our video archive at [www.cityoffargo.com/commission](http://www.cityoffargo.com/commission)

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 22, 2010).

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

- a. Receive and file the following Ordinances:
  - (1) Relating to Dogs and Cats (Repealing Section 12-0111).
  - (2) Relating to Driving Without Liability Insurance.
- b. Waive the requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to the Department of Forestry – Trees, Parks and Boulevards.
- c. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Brandt Crossing First Addition; 1st reading, 3/22/10.
- d. Direct City Attorney to draft ordinances for adoption of the 2009 International Codes.
- e. Direct City Attorney to draft ordinance changing requirements for use of right-of-way dealing with driveway aprons.
- f. Precinct inspectors for the 2010 June Primary Election and the November General Election.
- g. Police Department budget adjustments and contract with the North Dakota Department of Emergency Services to purchase ballistic helmets for the regional SWAT Team (CFDA #97.074).
- h. Fire Department budget adjustments for FY2009 Assistance to Firefighters Grant for emergency response to hazardous materials incidents training (CFDA #97.044)
- i. Health Department budget adjustments and grant agreement with the North Dakota Department of Health to support development of a community immunization coalition (CFDA #93.712).
- j. Contract with the North Dakota Department of Health for the CDC Tobacco Prevention and Control activities (CFDA #93.283).
- k. Contract with the North Dakota Department of Health for the WIC program for participation in training (CFDA #09-307A).

- Page 2 Agreement with The Bacchus Network for the campus tobacco policy and development and cessation training programs.
- m. Application filed by Senad and Senija Mehinagic for a 5-year property tax exemption for improvements made to a building at 322 23rd Street South.
  - n. Resolution authorizing the 2010-2011 Deer Management Program.
  - o. Site Authorizations for Jon Greenley Amvets Post #7 at the Amvets and the Nestor.
  - p. Applications for Games of Chance:
    - (1) Knights of Columbus #6570 for a calendar raffle from 6/1/10 to 6/30/10.
    - (2) Fargo Jaycees for a raffle on 6/15/10.
    - (3) SENDCAA Head Start and Early Head Start Policy Council Parent Earnings for a raffle on 5/18/10.
    - (4) NDSU Residence Hall Assoc. Weible Hall Government for a raffle on 4/29/10.
  - q. Retention of Vareberg Engineering, Ltd. as the engineering and design firm for the lighting system review at the Fargodome.
  - r. 5-year lease with Charism, Inc. in the amount of \$72,370.00 annually.
  - s. Expenditure of NSP funds for the acquisition of 1430 Tenth Street South for \$42,000.00 and 810 25th Street North for \$32,850.00.
  - t. Bid awards for base bids and alternate bids for the Ground Transportation Terminal Remodeling to include award of the bid for asbestos abatement.
  - u. First Amendment to Lease of Rights to Sewer System with the City of Harwood.
  - v. Bid award for water tower No. 11 to Caldwell Tanks, Inc., in the amount of \$3,025,000.
  - w. Emergency sewer repair by Dakota Underground at 23rd Street South between 3rd and 5th Avenues South.
  - x. Agreement Regarding Special Assessments and Memorandum Agreement with Landco Fargo, LTD for property south of 52nd Avenue South.
  - y. Engineering Services Contract with Houston Engineering in the amount of \$80,456.00 for the FM Metro Study (Project No. 5683-04).
  - z. Contract Amendment No. 4 in the amount of \$245,978.00 and Amendment No. 5 in the amount of \$573,500 for the FM Metro Flood Study (Project No. 5683-05).
  - aa. Project Concept Report and NDDOT Agreement for bike trail construction (Improvement District No. 5905).
  - bb. Right of Entry and License Agreement with 45th Street Villa Homeowners Association (Improvement District No. 5912-03).
  - cc. Lease/purchase of a robotic total station for the Engineering Department in the amount of \$26,160.00.
  - dd. Bid awards for Project Nos. 5921, 5927, 5936-1, 5936-2 and 5937.

- ff. Contract and bond for Project No. 5919-01.
- gg. Bills.
- hh. Determine protests to Improvement District No. 5908 be declared insufficient.
- ii. Bid award for Improvement District No. 5913.
- jj. Create Improvement District Nos. 5914, 5916 and 5938.
- kk. Contract and bond for Improvement District No. 5907.

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

- 1. Recommendation to approve payments of deductibles in the total amount of \$930.00 for sewer backup properties in the 3100 block of 9 1/2 and 10th Streets North.
- 2. Recommendation to partner with QuestCDN to provide a site for electronic downloading of plan sets and increasing the charge for a set of plans and specifications from \$25.00 to \$125.00.
- 3. Public Hearings - 5:15 p.m.:
  - a. Special Assessments for the Island Park Ramp.

Special assessment lists for the following Improvement Districts, all having been approved by the Special Assessment Commission on 3/4/10; set the interest rate at 1% per annum over the net rate on bonds financing said projects:

- b. Sanitary Sewer, Water Main, Storm Sewer and Incidentals No. 5384.
- c. Concrete Curb and Gutter, Asphalt Pavement, Street Lights, Sidewalks and Incidentals No. 5385.
- d. Water Main and Incidentals No. 5583.
- e. Concrete Curb and Gutter, Asphalt Pavement, Street Lights, Sidewalks and Incidentals No. 5703.
- f. Concrete Curb and Gutter, Asphalt Pavement, Street Lights and Incidentals No. 5770.
- g. Concrete Curb and Gutter, Asphalt Pavement, Street Lights, Sidewalks and Incidentals No. 5776.
- h. P.C. Concrete Pavement and Incidentals No. 5777.
- i. Concrete Curb and Gutter, Asphalt Pavement, Street Lights, Sidewalks and Incidentals No. 5797.
- j. Recreational/Bike Trail and Incidentals No. 5817.
- k. Sanitary Sewer, Water Main, Storm Sewer and Incidentals No. 5818.
- l. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals No. 5853.
- m. P.C. Concrete Alley Paving and Incidentals No. 5855.
- n. P.C. Concrete Alley Paving and Incidentals No. 5858.
- o. P.C. Concrete Alley Paving and Incidentals No. 5859.
- p. Seal Coat and Incidentals No. 5864.
- q. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Bridge Construction and Incidentals No. 5547.

(1) Communication from the City Auditor in this regard.

4. Recommendation from Commissioner Williams to develop a viable funding participation formula for the Boise de Sioux Red Path retention project.
5. Discuss sales tax question for Metro Flood Diversion Project.

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 48 hours before the meeting to give our staff adequate time to make arrangements.

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



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Office of the City Attorney

March 31, 2010

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

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

City Prosecutors  
Scott O. Diamond  
Jodi A. Bass

Re: Dog and Cat Ordinance

Dear Commissioners:

As you know some amendments to our "dog and cat" ordinances have recently taken effect. In the aftermath it has come to our attention that Section 12-0111 should be repealed in its entirety. This particular section is something of a throwback to an old procedure whereby a private individual who's complaining about his or her neighbor's barking dog would need to appear in court to sign a criminal complaint before the municipal judge in order for the dog's owner to be charged with the offense. Our current procedures would allow the matter to be handled by a complaint (formally referred to as an "information") by the prosecutor's office or, in the alternative, the police officer who has observed the violation can issue a citation. Therefore, as a cleanup matter, it is appropriate to suggest that Section 12-0111 be repealed in its entirety.

SUGGESTED MOTION: I move to receive and file An Ordinance Repealing Section 12-0111 of Article 12-01 of Chapter 12 of the Fargo Municipal Code Relating to Dogs and Cats; and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

Erik R. Johnson

ERJ/jmf  
Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE REPEALING SECTION 12-0111  
OF ARTICLE 12-01 OF CHAPTER 12 OF THE FARGO MUNICIPAL CODE  
RELATING TO DOGS AND CATS

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

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement revisions to the City of Fargo dog and cat ordinances by the adoption of this ordinance;

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

Section 1. Repeal.

Section 12-0111 of Article 12-01 of Chapter 12 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Effective Date.

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

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

(SEAL)

Attest:

First Reading:  
Second Reading:  
Final Passage:

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



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**Office of the City Attorney**

March 31, 2010

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

*City Prosecutors*  
**Scott O. Diamond**  
**Jodi A. Bass**

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

Re: Driving Without Liability Insurance Ordinance

Dear Commissioners:

It has come to our attention that there is somewhat of a difference between the city of Fargo ordinance regarding the offense of driving without insurance and the procedure for the same offense under the North Dakota state law. Under the state law if a law enforcement officer becomes aware that a driver does not have insurance on his/her vehicle, before a no-insurance citation may be issued, the law enforcement officer must give the driver an opportunity to show up with proof of insurance. The driver has three days after an accident and otherwise has 20 days to do so. By contrast, under city ordinance, the officer can issue the citation immediately and if the driver in fact had insurance, the driver would thereafter provide proof of that insurance coverage and the citation would be dismissed. I believe the city ordinance should be modified so that it conforms with the North Dakota state law. The enclosed draft, if acceptable to you, repeals the existing Fargo city ordinance and re-enacts the law with an ordinance that mirrors the North Dakota state law.

**SUGGESTED MOTION:** I move to receive and file An Ordinance Repealing and Re-Enacting Section 8-0320 of Article 8-03 of Chapter 8 of the Fargo Municipal Code Relating to Driving Without Liability Insurance; and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

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

Erik R. Johnson

ERJ/jmf  
Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

ORDINANCE REPEALING AND RE-ENACTING SECTION 8-0320  
OF ARTICLE 8-03 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO  
DRIVING WITHOUT LIABILITY INSURANCE

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

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

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

WHEREAS, to mirror the same offense as provided by state law, the City desires to repeal and re-enact its ordinance relating to driving without liability insurance;

NOW, THEREFORE,

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

Section 1. Repeal.

Section 8-0320 of Chapter 8 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Section 8-0320 of Chapter 8 of the Fargo Municipal Code is hereby re-enacted to read as follows:

8-0320. Driving without liability insurance prohibited.

- A. A person may not drive, or the owner may not cause or knowingly permit to be driven, a motor vehicle in this city without a valid policy of liability insurance in effect in order to respond in damages for liability arising out of the ownership, maintenance, or use of that motor vehicle in the amount required by chapter 39-16.1, N.D.C.C.
- B. Upon being stopped by a law enforcement officer for the purpose of enforcing or investigating the possible violation of an ordinance or state law, the person driving

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 the motor vehicle shall provide to the officer upon request satisfactory evidence of  
2 the policy required under this section. If unable to comply with the request, that  
3 person may be charged with a violation of this section if that person fails to submit  
4 satisfactory evidence of the policy to the officer or the officer's agency within  
5 twenty days from the date of the request; however, during the investigation of an  
6 accident, the person may be charged with a violation of this section if that person  
7 fails to provide the satisfactory evidence within three business days from the date  
8 of the request. If that person produces satisfactory evidence of a valid policy of  
9 liability insurance in effect at the time of the alleged violation of this section to the  
10 officer, the officer's agency, or a court, that person may not be convicted or  
11 assessed any administration fee for violation of subsection A.

12 C. Notwithstanding section 26.1-30-18, N.D.C.C., a person may be convicted for  
13 failure to have a valid policy of liability insurance in effect under this section if  
14 the time of acquisition of the policy was after the time of the alleged incidence of  
15 driving without liability insurance. If the time of acquisition of the policy comes  
16 into question, the driver or owner has the burden of establishing the time of  
17 acquisition. If the driver is not an owner of the motor vehicle, the driver does not  
18 violate this section if the driver provides the court with evidence identifying the  
19 owner of the motor vehicle and describing circumstances under which the owner  
20 caused or permitted the driver to drive the motor vehicle.

21 D. Violation of subsection A is a class B misdemeanor and the sentence imposed  
22 must include a fine of at least one hundred fifty dollars which may not be  
23 suspended. A person convicted for a second or subsequent violation of driving  
without liability insurance within a three-year period must be fined at least three  
hundred dollars which may not be suspended. For a second or subsequent  
conviction for violation of subsection A, the court shall impound the motor  
vehicle number plates of the motor vehicle owned and operated by the person at  
the time of the violation until that person provides proof of insurance and a twenty  
dollar fee to the department. The person shall deliver the number plates to the  
court without delay at a time certain as ordered by the court following the  
conviction. The court shall deliver the number plates to the department. A person  
who does not provide the number plates to the court at the appropriate time is  
guilty of a class B misdemeanor.

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FARGO, NORTH DAKOTA

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

Section 3. Penalty.

1 A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every  
2 person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor  
3 shall be punished by a fine not to exceed \$1,000.00, or by imprisonment not to exceed 30 days,  
4 or by both such fine and imprisonment, in the discretion of the court; the court to have power to  
suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

5  
6 This ordinance shall be in full force and effect from and after its passage, approval and  
publication.

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8 \_\_\_\_\_  
Dennis Walaker, Mayor

9 Attest:

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

12 First Reading:  
13 Second Reading:  
14 Final Reading:  
15 Publication:



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Office of the City Attorney

March 31, 2010

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

City Prosecutors  
Scott O. Diamond  
Jodi A. Bass

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

Dear Commissioners:

At your meeting of February 8, 2010, you directed me to prepare an ordinance amending certain sections of Chapter 19 of the Fargo Municipal Code relating to The Department of Forestry -- Trees, Parks and Boulevards. I have prepared such an ordinance and it is enclosed.

SUGGESTED MOTION: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Sections 19-0101 and 19-0102 of Article 19-01, Article 19-02, and Section 19-0302 of Article 19-03, and Enacting Section 19-0304 of Article 19-03, All in Chapter 19 of the Fargo Municipal Code Relating to The Department of Forestry -- Trees, Parks and Boulevards.

Sincerely,

Robert L. "Butch" McConn, Jr.

RLM/jmf  
Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1  
2 AN ORDINANCE AMENDING SECTIONS 19-0101 AND 19-0102 OF ARTICLE 19-01,  
3 ARTICLE 19-02, AND SECTION 19-0302 OF ARTICLE 19-03, AND ENACTING SECTION  
4 19-0304 OF ARTICLE 19-03, ALL IN CHAPTER 19 OF THE FARGO MUNICIPAL CODE  
5 RELATING TO THE DEPARTMENT OF FORESTRY -- TREES,  
6 PARKS AND BOULEVARDS

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

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

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

14 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
15 implement revisions to the City of Fargo Department of Forestry ordinances by the adoption of  
16 this ordinance;

17 NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the City of  
18 Fargo:

19 Section 1. Amend.

20 Sections 19-0101 and 19-0102 of Article 19-01 of Chapter 19 of the Fargo Municipal Code  
21 are amended to read as follows:

22 19-0101. Establishment of department of forestry.--

- 23 A. There is hereby created a department of forestry which shall consist of the city forester and such assistants as may be authorized by the board of city commissioners.
- B. Appointment of city forester--The position of city forester is hereby created and shall be filled by appointment by the board of city commissioners.
- C. Fargo Forestry Committee--The city forester may appoint a committee to

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1 provide input and support in carrying out the duties listed in section 19-  
2 0102. The committee may consist of individuals representing various  
3 community entities such as the Fargo Park District, City Commission,  
4 North Dakota State University, Cass County Extension Service, public  
5 utilities, general public and the city forester. Members of the committee  
6 shall be filled as needed upon the recommendation of current committee  
7 members.

8 19-0102. Duties of city forester--The city forester shall be the head of the forestry  
9 department and shall coordinate all tree programs in the city of Fargo, and shall perform all the  
10 duties prescribed by law and the ordinances of the city of Fargo. ~~He~~ The city forester shall be  
11 responsible for the care and maintenance of all trees located on the right-of-way of streets and  
12 avenues within the city and the enforcement of all laws, ordinances and regulations relating to the  
13 care and maintenance of trees. ~~He~~ The city forester shall also take appropriate steps to ensure public  
14 safety and safeguard the future health and well-being of such trees and shrubs and shall report to the  
15 board of city commissioners concerning the performance and finances of the department of forestry.

16 Section 2. Amend.

17 Article 19-02 of Chapter 19 of the Fargo Municipal Code is amended to read as follows:

18 ARTICLE 19-02

19 TREES AND SHRUBBERY--PERMITS FOR PLANTING AND  
20 REGULATIONS--PUBLIC NUISANCE AND ABATEMENT THEREOF

21	Section	
22	19-0201	Trees and shrubs--Public nuisance--Abatement.
23	19-0202	Duty to <del>trim</del> prune trees.
	19-0203	Permit required before planting, <del>trimming</del> pruning or removing trees on <u>public</u> property or public right-of-way or installing any utility--Application.
	19-0204	Size and specie requirement of trees--Other restrictions.
	<u>19-0205</u>	<u>Topping and Other Inappropriate Pruning Methods</u>
	19-02056	Construction activity on city boulevards <u>or other public property.</u>
	19-02067	Permit required to <u>inject, treat, remove, destroy, cut, deface, trimprune,</u> or interfere with trees and shrubs.

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FARGO, NORTH DAKOTA

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

19-0201. Trees and shrubs--Public nuisance--Abatement.--

1 A. Nuisance declared--The following conditions shall be declared to be public  
2 nuisances whenever found to exist within the city of Fargo and shall be  
3 abated as provided herein:

4 1. Any living or standing tree or part thereof located upon  
5 public or private property infected to any degree with any  
6 disease, fungus, or insect which is, in the judgment of the  
7 city forester, harmful to said tree or other trees on public  
8 and/or private property.

9 2. Any dead tree or part thereof, including logs, branches,  
10 stumps, firewood or any portion of any diseased or pest  
11 infested tree which has not been disposed of in accordance  
12 with the regulations of the department of forestry of the city  
13 of Fargo.

14 3. Any tree, shrub or hedge, or part thereof, growing upon  
15 public property or upon private property but overhanging or  
16 interfering with the use of any public walk, street or highway,  
17 park or public place within the city of Fargo which, in the  
18 opinion of the city forester, endangers the life, health, safety  
19 or property of the public shall be declared to be a public  
20 nuisance.

21 B. Maintaining nuisances' unlawful--It shall be unlawful for any person to  
22 willfully permit any public nuisances as defined in subsection (A) hereof to  
23 remain on any premises owned or controlled by ~~him~~said person within the  
city of Fargo. Such nuisances may be abated in the manner prescribed in this  
article.

C. Inspection and investigation--

1. The city forester, his~~designated~~ employees or agents, shall  
inspect all premises and places within the city as often as  
practicable to determine whether any condition described in  
subsection (A) hereof exists therein, it being intended that a  
major survey shall be made at least once each year.

2. The city forester, his~~designated~~ employees or agents, may  
enter upon private premises at any reasonable time for the  
purpose of carrying out any of the duties assigned to them  
under this chapter.

3. The city forester shall, when he/she has reasonable cause to  
believe that a tree or wood is diseased or that harmful

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insect(s) are present, immediately procure a field sample of the diseased tree or wood, and furnish If, based on the field sample, confirmation cannot be determined, appropriate specimens or samples shall be submitted to a qualified plant diagnostician for diagnosis. No action to remove such trees or wood shall be taken until confirmation positive diagnosis of the disease or insect has been made.

4. Within ~~five days~~ forty eight (48) hours of receipt of the diagnosis confirmation, the owner of the property from which the specimen or sample was obtained shall be notified by the city forester of the result by registered mail.

5. The inspection shall determine all hazards as specified in subsection (A)(3) hereof. ~~The owner shall be notified in writing of the existence of~~ Written notice of the nuisance shall be mailed to the last known address of the owner, and shall contain a description of the nuisance and an order to remove or treat the tree, shrub, hedge or wood creating the nuisance within seven (7) days of the date of the notification. If the tree, shrub, hedge or wood creating the nuisance is not removed or treated as specified within seven (7) days of the date of the notification the city forester shall remove or treat the tree, shrub, hedge or wood creating the nuisance and the necessary costs and expenses thereof shall be chargeable to and assessed against, and shall be a lien upon the property upon which the nuisance is found— and be afforded a reasonable time for its removal.

D. Abatement of nuisance on public property--

1. In abating the nuisance on public streets, alleys, boulevards or public ways as defined in subsections (A)(1) and (A)(2) hereof, the city forester shall cause the infected tree or wood to be removed or otherwise effectively treated so as to destroy and prevent as fully as possible any tree disease, fungus or harmful insect. Such abatement procedures shall be carried out in accordance with the latest technical and expert methods and plans as may be designated by the commissioner of agriculture of the state of North Dakota. The city forester shall establish specifications for tree removal and disposal methods consistent therewith.

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

2. In abating tree hazards on public property as defined in subsection (A)(3) hereof, the city forester shall cause such hazards to be removed and disposed of in accordance with tree care regulations of the forestry department, the cost of which shall be borne by the city. to be assessed as defined in subsection (1) hereof.

E. Abatement of nuisance on private property--

1. Whenever the city forester finds with reasonable certainty that any tree disease, fungus or harmful insect exists in any tree or wood located on private property, outside of any public way in the city, he shall notify the owner or person in control of such property on which the nuisance is found by registered or certified mail within ~~five days~~ forty eight (48) hours of receipt of the diagnosis. The city forester shall ~~direct order~~ that the ~~diseased tree~~ be removed and or effectively treated in a manner approved by the city forester within ~~seven (7) 10~~ seven (7) 10 days after receipt of such notice. If such owner cannot be found, a copy of said notice shall be posted upon said infected tree. If said tree is not so removed and/or treated as specified within ~~seven (7) 10~~ seven (7) 10 days after receipt of such notice or within seven (7) days after posting of the notice if the owner cannot be found, the city forester shall remove and/or treat said tree, and the necessary costs and expenses thereof shall be chargeable to and assessed against, and shall be a lien upon the property upon which the nuisance is found. The owner or person in charge also may be charged with a violation of this ordinance for maintaining a nuisance. ~~and the city, by and through its office of the city forester, may abate the nuisance, the cost thereof to be assessed as defined in section (1) hereof.~~

2. The procedure for the abatement of tree hazards on private property shall be as follows:

The nuisance as defined in subsection (A)(3) hereof shall be abated by the owner following notification of the existing nuisance. If not corrected or removed within the time allotted, the city forester shall authorize the removal or correction to be done in accordance with recommended procedures of the office of the city forester, the property

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FARGO, NORTH DAKOTA

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

owner to bear the cost thereof as provided by subsection E.1.

1 F. Spraying--

- 2 1. Whenever the city forester shall determine that any tree or  
3 part thereof is infected with any tree disease, fungus or  
4 harmful insect, and is in a weakened condition, he/she may  
5 cause all such trees within a 1,000-foot radius thereof to be  
6 treated with an effective concentrate as may be  
7 recommended by the state entomologist.  
8 2. In order to facilitate the work and minimize the  
9 inconvenience to the public of any treating operations  
10 conducted under this article, the city forester shall cause to be  
11 given advance public notice of such operations by  
12 newspaper, radio, television, public service announcements  
13 or other effective means and shall also cause the posting of  
14 appropriate warning notices in the areas and along the streets  
15 where trees are to be treated at least 24 hours in advance.  
16 3. When appropriate warning notices have been given and  
17 posted in accordance with subsection (2) hereof, the city  
18 shall not allow any claim for damages to any vehicle or other  
19 property resulting from such treating operations.  
20 4. When trees on private property are to be treated, the city  
21 forester shall notify the owner of such property and proceed  
22 in accordance with the requirements of this article.

14 G. Transporting or keeping ~~elm~~ wood prohibited--It shall be unlawful for any  
15 person to transport or keep within the city any ~~bark-bearing elm-diseased or~~  
16 insect infected wood without having obtained a permit therefor from the city  
17 forester. The city forester shall grant such permits only when the purpose of  
18 this article shall be served thereby and may impose such restrictions as  
19 deemed necessary. The transportation or storage of any wood determined by  
20 the city forester to be a nuisance is prohibited; except when transporting  
21 such wood for destruction purposes. The process employed to abate the  
22 nuisance shall follow forestry department policy and procedures.

19 H. Interference prohibited--It shall be unlawful for any person, firm or  
20 corporation to prevent, delay or interfere with the city forester, his its  
21 designated employees, or agents while they are engaged in the performance  
22 of the duties imposed by this article.

21 I. Costs--The costs for abating of the public nuisances as defined in subsection  
22 (A) shall be borne as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

- 1. For abatement under subsection (A)(1), where the nuisance occurs on public land, ~~park district lands and Fargo school board lands,~~ the cost will be borne by the owner of the property upon which the nuisance is located ~~office of the city forester.~~
- For abatement under subsection (A)(1), where the nuisance occurs on private land, the cost shall be borne by the private owner.
- 2. For abatement under subsection (A)(2), the costs shall be borne as defined in subsection (1) above.
- 3. For abatement under subsection (A)(3), where the nuisance occurs on public or private land, ~~park district lands and Fargo school board lands,~~ the cost will be borne by the owner of the property upon which the nuisance is located ~~office of the city forester.~~
- 4. The cost of spraying for abatement of nuisances as defined in subsections (A)(1) and (A)(2) shall be borne by the office of the city forester when such nuisances are on public property, park district lands and Fargo school board lands, and shall be borne by the private owner when spraying is required on private land.
- 5. The cost of tree planting for replacement of diseased trees on public property will be borne by the office of the city forester, and on private property will be borne by the owner thereof.

The cost of tree planting for replacement of diseased trees on any street, alley, boulevard or other public way will be borne by the office of the city forester.

19-0202. Duty to trimprune trees.--It shall be the duty of all property owners to keep the ~~shade trees, shrubs and other vegetation~~ which are located on private property and adjoin public property or public rights-of-way ~~trimmedpruned~~ so as to avoid interference with travel on streets, avenues, alleys, and sidewalks.

19-0203. Permit required before planting, ~~trimming~~pruning or removing trees on public property or public rights-of-way or installing any utility--Application.--No person, firm or corporation shall hereafter plant, cause to be planted, remove, destroy, cut, deface, ~~trimprune,~~ or interfere with any tree or shrub within the limits of any street, alley, boulevard or other public way

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 of the city, nor shall any person, firm or corporation install, repair or replace any utility installations  
2 of any type on any public right-of-way without first having obtained a written permit from the city  
3 forester; provided, however, that in the event of emergency repair, the necessity of first obtaining a  
4 written permit is hereby waived and such permit may be obtained after the repair work has been  
5 accomplished. Application for such permit shall be in writing on forms which shall be provided by  
6 the city forester. After the receipt of such application, the city forester shall investigate the location  
7 named in such application and shall grant a permit for planting of trees or shrubs only if the location  
8 is such as to allow the normal growth and development of such trees or shrubs and shall grant  
9 permits for ~~trimming~~ pruning or removing only if such is consistent with the public safety and  
10 welfare. The permit shall be in writing and shall specify the location and variety of trees or shrubs  
11 to be ~~trimmed~~ pruned. The permit shall be good only for the season stated on the same and the year  
12 issued, and no charge shall be made for such permit. In making application for such permit, all  
13 public utilities, persons, firms or corporations shall submit to the city forester the names of all tree  
14 care personnel used by them to assure that said personnel have been certified by the office of the  
15 city forester.

16  
17 19-0204. Size and Specie requirement of trees--Other restrictions.--No tree measuring less  
18 than five feet in height one and one half inches in diameter of trunk, one foot above the ground,  
19 shall be planted or located on any street, alley, boulevard or other public way of the city. Forestry  
20 department policy, specifications, the Land Development Code or conditions placed upon the  
21 property may require the planting of larger trees. In issuing permits for planting or location of trees  
22 or shrubs the city forester may, in the furtherance of uniformity, convenience and public safety,  
23 designate the variety, the location and the method of planting such tree or shrub, and may prohibit  
the planting of trees or shrubs which are carriers of or transmitters of plant disease, ~~including smut~~  
~~and rust~~. In the issuance of such permit for the location or planting of any tree or shrub upon the  
streets, alleys, boulevards or other public ways of the city, the city forester shall be guided by the  
necessity of preserving an unrestricted view at intersections for the safe and convenient passage of  
traffic on any street, alley and other public way.

19-0205. Topping and other inappropriate pruning methods. – It shall be unlawful for any  
firm or city department to top any tree. Topping is defined as the severe cutting back of branches  
within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.  
This subsection shall not apply to trees severely damaged by storms or other causes, or certain  
trees under utility wires or other obstructions where other pruning practices are impractical.

19-02056. Construction activity on public property or city boulevards.--Trenching  
operations or other construction activities on boulevards shall not be permitted without first  
obtaining a permit from the city forester. Application for such permit shall be in writing on forms

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 which shall be provided by the city forester and shall specify the location and the type of installation  
2 and construction activity. Any installation and construction activity shall be accomplished in  
accordance with regulations of the office of the city forester, which regulations shall be clearly  
specified on the permit issued by the city forester.

3 19-02067. Permit required to inject, treat, remove, destroy, cut, deface, ~~trim~~prune, or  
4 interfere with trees and shrubs.--No person, firm, or corporation shall ~~inject, treat,~~ remove, destroy,  
5 cut, deface, ~~trim~~prune, or in any way injure or interfere with any tree, shrub, or other vegetable  
6 growth located upon any street, alley, boulevard, or other public way of the city without first  
7 obtaining a written permit from the ~~superintendent of parks~~ city forester.

8 Section 3. Amend.

9 Section 19-0302 Article 19-03 of Chapter 19 of the Fargo Municipal Code is amended to  
10 read as follows:

11 ARTICLE 19-03

12 TREES AND SHRUBBERY--MISCELLANEOUS PROVISIONS

13	Section	
14	19-0301	Nonliability of city for removal of trees or shrubs.
15	19-0302	<del>Forestry personnel--</del> Qualifications.
16	19-0303	Permission necessary to travel on lawns and boulevards.
17	<u>19-0304</u>	<u>Violations</u>

18 \* \* \*

19 19-0302. ~~Forestry personnel--~~Qualifications.--All personnel involved in the care and  
20 maintenance of trees in the city of Fargo, whether employed by the office of the city forester or  
21 otherwise, must show a degree of proficiency consistent with the latest version of the American  
22 National Standards Institute A300 Standard for tree care operations and the American National  
23 Standards Institute Z133.1 Standard for safety requirements, in accordance with the regulations of  
the office of the city forester, must be in possession of all necessary and current licensing  
requirements, and must receive authorization from the city forester before practicing any tree care  
and maintenance related services; provided, however, that for tree care and maintenance crews,  
only the job supervisor shall be required to be authorized by the city forester and said job supervisor

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 shall be responsible for any violations of this ordinance by any personnel under his direction and  
2 control.

3 \* \* \*

4 Section 4. Enact.

5 Section 19-0304 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is hereby  
6 enacted to read as follows:

7 19-0304. Violations. – The violation of any provision of Chapter 19 is an infraction,  
8 punishable in accordance with sections 1-0301 and 1-0305 of the Fargo Municipal Code. Each  
9 day the violation exists shall be deemed to be a separate infraction.

10 Section 5. Penalty.

11 A person who willfully violates this ordinance is guilty of an infraction. Every person,  
12 firm or corporation violating an ordinance which is punishable as an infraction shall be punished  
13 by a fine not to exceed \$500.00; the court to have power to suspend said sentence and to revoke  
14 the suspension thereof.

15 Section 6. Effective Date.

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

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

19 (SEAL)

20 Attest:

21 First Reading:  
22 Second Reading:  
23 Final Passage:  
Publication:

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



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN BRANDT CROSSING FIRST ADDITION, CASS COUNTY, NORTH DAKOTA

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

6 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
7 request on January 13, 2010; and,

8 WHEREAS, the rezoning changes were approved by the City Commission on March 22,  
9 2010,

10 NOW, THEREFORE,

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

12 Section 1. The following described property:

13 Blocks Six (6) through Ten (10), Brandt Crossing First Addition, Cass County,  
14 North Dakota,

15 is hereby rezoned from "LC", Limited Commercial, District and "MR-3", Multi-Dwelling, District  
16 to "SR-4", Single-Dwelling, District;

17 AND

18 Blocks Eleven (11) through Fourteen (14), EXCEPT Lots Twenty-eight (28),  
19 Twenty-nine (29), and Thirty (3) of Block Fourteen (14), Brandt Crossing First  
20 Addition, Cass County, North Dakota,

21 is hereby rezoned from "LC", Limited Commercial, District and "MR-3", Multi-Dwelling, District  
22 to "SR-2", Single-Dwelling, District;

23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AND

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23

Lot Two (2), Block Three (3) and Lot Twenty-eight (28), Block Fourteen (14),  
Brandt Crossing First Addition, Cass County, North Dakota,

is hereby rezoned from "LC", Limited Commercial, District and "MR-3", Multi-Dwelling, District  
to "P/I", Public and Institutional, District.

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

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

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

(SEAL)  
Attest:

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

First Reading:  
Second Reading:  
Final Passage:

**Fargo Inspections**City of Fargo  
200 Third Street North  
701-241-1561  
fax 701-241-1526

d

---

## Memorandum

DATE: March 29, 2010  
TO: Mayor Walaker and Board of City Commissioners  
FROM: Ron C. Strand, Inspections Administrator and Secretary, Board of Appeals  
SUBJECT: Board of Appeals recommendation for adoption of the 2009 International Codes

---

Your Board of Appeals wishes to present the result of over seven months of hearings on the potential adoption of the 2009 International Codes. Public hearings were held every other week since early September 2009. Every significant change to each code was reviewed publicly at one of the hearings. At the end of these scheduled hearings the Board once again reviewed each proposed amendment to the individual. The result of their deliberation is to recommend that the city of Fargo proceed with adoption of the 2009 editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Fire Code, the International Property Maintenance Code, the International Existing Building Code and the International Energy Conservation Code together with the amendments recommended for each of these codes.

**To facilitate that adoption, the Board of Appeals respectfully requests that you direct the city attorney to draft the ordinances necessary to accomplish this adoption.**

Thank you for your consideration of this request.



## Fargo Inspections

City of Fargo  
200 Third Street North  
701-241-1561  
fax 701-476-6779

---

### Memorandum

DATE: March 29, 2010  
TO: Mayor Walaker and Board of City Commissioners  
FROM: Ron C. Strand, Inspections Administrator   
SUBJECT: Proposed change to Municipal Code requirements for use of right-of-way

---

A recent municipal court judge's ruling has pointed out that we should consider making a couple of terminology changes to Fargo Municipal Code Article 18-03 which deals with allowable uses of the public properties including portions of the rights-of-way. Specifically the area commonly referred to as the driveway apron should be more clearly indicated as being within that public property we know as the right-of-way. I have met with our city prosecutors on this question and it was their thought that this action would solve the prosecution problem we encountered and enable us to continue to protect neighborhoods against commercial use of the right-of-way.

**To that end I am respectfully requesting that you direct the city attorney to prepare the necessary ordinance to affect that change.** Thank you for your consideration of this request.



## Finance Office

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



### MEMORANDUM

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TO: Board of City Commissioners  
FROM: Steven Sprague, City Auditor  
SUBJECT: Precinct Inspectors  
DATE: March 17, 2010

Attached is the listing of precinct inspectors for the 2010 June Primary and November General Elections, to be held Tuesday June 8<sup>th</sup> and Tuesday November 2nd. Please approve the list of precinct inspectors.

**Recommended Motion:**

**Approve the list of precinct inspectors for the 2010 elections.**



First	Last	Address	City	State	Zip	Precinct	Location
Dayna	Del Val	1107 15 1/5 Ave S	Fargo	ND	58103	11-01	Olivet Lutheran
Jan	McLean	1434 W Gateway Circle	Fargo	ND	58103	11-02	Doublewood Inn
Barbara	Booth	916 7th St S	Fargo	ND	58103	21-01	Robert D Johnson Center
Bob	Stein	111 Roberts St N Apt 2	Fargo	ND	58102	21-02	Fargo Civic Center
Luana	Vetter	18 Birch Lane	Fargo	ND	58103	27-01	West Acres
Sharon	Fletcher	4310 46th Ave S	Fargo	ND	58104	27-03	Southwest Hockey Rink
Shannon	Rieman	1001 44th St S	Fargo	ND	58103	27-04	UP Center
Linda	Stewart	1214 76th Ave S	Fargo	ND	58104	27-05	Riverview Place
Shirley	Blake	2313 26th Ave S	Fargo	ND	58103	41-01	Bethel Evangelical Free
Stephanie	Thorp	2955-F 40th Ave S	Fargo	ND	58103	41-02	First Assembly of God
Annette	Sprague	1301 4th St N	Fargo	ND	58102	44-01	El Zage! Shrine
Carolyn	Monzingo	306 29th Ave N	Fargo	ND	58102	44-02	Trollwood Village
Martha	Berryhill	1354 12th St N	Fargo	ND	58102	45-01	Fargo Dome
Dave	Demarias	3301 Par St N	Fargo	ND	58102	45-02	Knollbrook Covenant Church
Diane	Briggs	1015 24th Ave S	Fargo	ND	58103	46-01	Prairie Rose Inn
Lynn	Harrie	3326 11th St S	Fargo	ND	58103	46-02	Atonement Lutheran Church



9

Office of the Chief of Police

April 1, 2010

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: ND Department of Emergency Services- Homeland Security Grant - (CFDA # 97.074)

Dear Commissioners:

The North Dakota Department of Emergency Services is providing funding to the Fargo Police Department for the purchase of ballistic helmets for the regional SWAT Team. The funding is available through a grant from Homeland Security. The grant funding provides \$9,715 for the purchase of approximately 29 helmets. There is no local match required for this grant.

- FPD budget account #101-5045-411-74-10 Project Code PDES will be used for the purchase of the radar unit.
- FPD account #101-0000-331-14-35 Project Code PDES will be used to track the grant revenue.

**Recommended Motion:**

*Approve acceptance of the Homeland Security grant funding for the purchase of ballistic helmets.*

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

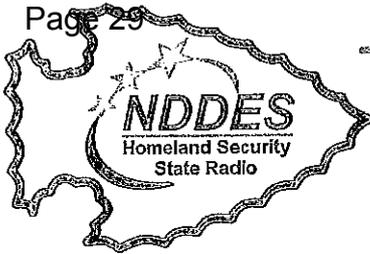
Sincerely,

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

Keith A. Ternes  
Chief of Police

Cc: Kent Costin, Finance Director

# ND Department of Emergency Services



PO Box 5511

Tel: (701) 328-8100

Email: [nddes@nd.gov](mailto:nddes@nd.gov)

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: [www.nd.gov/des](http://www.nd.gov/des)

*"Ensuring a safe and secure homeland for all North Dakotans"*

March 18, 2010

Red River SWAT / Fargo PD  
Lt. Pat Claus  
222 4th St N  
Fargo, ND 58102

Dear Lt. Claus:

Recently you received award documents for the FY 2007 Homeland Security Competitive Grant. Congratulations. The peer review evaluation committee met March 11, 2010 to determine the funding allocations. The funds administered throughout the North Dakota Department of Emergency Services, Division of Homeland Security were obligated to response disciplines throughout the state to help strengthen the nation against risks associated with potential terrorist attacks.

Please read over the documents provided with the award, sign the Notice of Grant Award document and return to NDDDES. Please keep a copy of the award documents with your grant files.

Your project must be completed by June 15<sup>th</sup> 2010 and final reimbursement request with all supporting documents must be received by our office no later June 30<sup>th</sup> 2010.

Your leadership in the response community is greatly valued; thank you for your interest – and for the important impact your efforts have on many people.

If you have any questions please feel free to call me or Tim Leingang.

Sincerely,

A handwritten signature in cursive script that reads "Debbie LaCombe".

Debbie LaCombe  
Homeland Security Grants & Training Chief

DKL/rh

John Hoeven  
Governor

Major General David Sprynczynatyk  
Director – Department of Emergency Services

Greg M. Wilz  
Director - Division of Homeland Security

Mike Lynk  
Director - Division of State Radio

<b>Grant Number</b> 218 Page 30	<b>County</b> Cass	<b>CFDA No.</b> 97.074	North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511
<b>Grant Period</b> From: 3/15/2010		Through: 06/15/2010	<b>NOTICE OF GRANT AWARD</b>

<b>Title of Project/Program:</b> FY 07 Law Enforcement Terrorism Prevention Grant Program	<b>DES Grant Code:</b> A1001-001-2007-LCQ
--	--

<b>Subgrantee Name and Address:</b> Red River SWAT / Fargo PD 222 4th St N Fargo, ND 58102 <b>Subgrantee Contact Name:</b> Lt. Pat Claus Telephone: 7012411414	<b>ND DHS Director:</b> Greg M. Wilz PO Box 5511 Bismarck, ND 58506-5511 <b>Grantee Contact Name:</b> Wayne Baron Telephone: 328-8100
---	--

<b>Financial Information</b> Amount of Financial Assistance	<b>Grant Amount</b> \$9,715.00	<b>Subgrantee Share Required</b> \$0.00	<b>Total Project Cost</b> \$9,715.00
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All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

**Scope of Service:** The intent of DES in providing this CBRNE equipment award to Red River SWAT / Fargo PD is to enhance the capability of Red River SWAT / Fargo PD to respond to a terrorist act or weapon of mass destruction event within its community and assist in response to such an incident in the surrounding area. This award is limited to the approved CBRNE equipment budget.

**Reporting Requirements:**

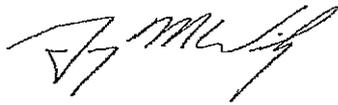
**Special Conditions:** The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.

**Remarks:**

This award is subject to the terms and conditions incorporated either directly or by reference in the following:

- 1) Requirements for Grant Awards issued by ND Department of Emergency Services
- 2) Applicable Federal and State regulations

This contract is not effective until fully executed by both parties.

Evidence of Subgrantee's Acceptance		Evidence of DES Approval	
Signature 	Date March 23, 2010	Signature 	Date March 15, 2010
Typed Name and Title of Authorized Representative Keith A. Ternes - Chief of Police		Typed Name and Title of Authorized Representative Greg M. Wilz Director	

## 2007 HSGP Competitive Grant Application

Other		\$	
Other		\$	
Local Funds		\$	
<b>Total Exercise Cost Estimate</b>			<b>\$</b>

Equipment

AEL list may be found at <https://www.rkb.us/>. **Note:** Communications equipment must be P-25 compliant.

Example:

AEL Code	Title	Description	Quantity	Unit Cost	Total Cost
06CP-01-PORT	Radio, Portable	Individual/portable radio transceivers	4	\$800.00	\$3,200.00

AEL Code	Title	Description	Quantity	Unit Cost	Total Cost
01LE-01-HLMT	Ballistic Helmet	DELTA 4 LT COMBAT IIIA,	29	335.00	9715.00
<b>Total Equipment Cost Estimate</b>					<b>9715.00</b>

If any local funds will be used towards the total equipment cost estimate, please indicate the amount: \$00.00

**BUDGET TOTALS**

**Note:** Total Grant Request may not exceed \$10,000.00

Budget Category	Request
Total Planning Grant Request	\$ 00
Total Training Grant Request	\$ 00
Total Exercise Grant Request	\$ 00



## Fire Department

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

April 1, 2010

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

Dear Commissioners,

The Fargo Fire Department was awarded a FY2009 Assistance to Firefighters Grant (Award #EMW-2009-FO-01419)(CFDA No. 97.044) in the amount of \$110,200.00. This grant is for training for emergency response to hazardous materials incidents. The grant has a 20% match requirement, the city share of this grant is \$22,040.00.

The following budget adjustment is requested:

101-4010-412.59-30	\$ 5,000.00
101-4010-412.11-01	\$105,200.00

Revenue Account Adjustment:

101-0000-331.11.50	\$ 88,160.00
--------------------	--------------

Suggested Motion:

Approve Fire Department budget adjustment in the amount of \$110,200.00 for training for emergency response to hazardous materials incidents.

Sincerely,

Bruce Hoover  
Chief

BH:bj

Cc: Jenica Flanagan  
Kent Costin





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

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



**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MARCH 30, 2010**

**RE: NOTICE OF GRANT AWARD WITH NORTH DAKOTA DEPARTMENT**  
**OF HEALTH**  
**CONTRACT NO. 09-693 CDFA No. 93.712**

The attached grant agreement with the North Dakota Department of Health for \$20,000 is to support the development of a community immunization coalition. The following budget adjustments are required:

**Expenses 2010**

Travel	\$1,275.00
Supplies	\$ 981.00

**Revenue 2010**

Immunization Coalition Grant	\$3,000.00
------------------------------	------------

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

**Suggested Motion:** Move to approve the grant agreement with the North Dakota Department of Health to support the development of a community immunization coalition.

RB/la  
Enclosure



Contract No. 09-693

CFDA No. 93.712

North Dakota Department of Health

600 East Boulevard Ave-Dept. 301

Bismarck, ND 58505-0200

Type: Notice of Grant Award (SFN53771)

Contract Period

From: March 15, 2010

Through: December 31, 2011

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: ARRA LPHU Immunization Coalition Mini-Grant

Health Dept. Grant Code: H0480

Contractor Name and Address:

Fargo Cass Public Health

401 Third Ave. 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

Division of Disease Control

2635 East Main Ave.; P.O. Box 5520

Bismarck, ND 58506-5220

Telephone: 701.328.4556

Financial Information

Dept of Health Cost Share

Contractor Cost Share

Total Project/Program Costs

Amount of Financial Assistance

\$20,000

\$0

\$20,000

Previous Funds Awarded

\$0

\$0

\$0

Total Funds Awarded to Date

\$20,000

\$0

\$20,000

Scope of Service: This grant has been awarded to select local public health units in North Dakota to enhance or create local immunization coalitions with the sole purpose of increasing immunization rates by county, region, or state as per approved proposal. Funds may be used for coalition staffing, planning, development, recruiting partners, conducting meetings, travel, educational activities, branding, etc. Funds may not be used for the purchase of vaccines. If interested, travel for one person to attend the National Conference on Immunization and Health Coalitions (May 2010) may be included as an allowable expense: www.ilmaternal.org/ncihc2010.html.

Reporting Requirements:

Monthly activity reports and monthly requests for reimbursement are required. Reimbursement will be processed upon Department approval of activity reports and requests for reimbursement. For the period ending June 30, 2010, requests for reimbursement must be received by July 15, 2010. For the period ending June 30, 2011, requests for reimbursement must be received by July 15, 2011. Final requests for reimbursement for the period ending December 31, 2011, must be received by February 15, 2012. A sample activity report will be provided.

Special Conditions:

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, 2009 to June 30, 2011 [Accounting Use Only  Requirements Received] (2) applicable Federal and State regulations.

Evidence of Contractor's Acceptance

Evidence of Departmental Acceptance

Signature 

March 31, 2010

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, Section Chief

Medical Services Section

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



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

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

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MARCH 22, 2010**

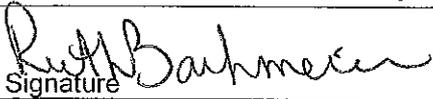
**RE: NOTICE OF GRANT AWARD FOR SIGNATURE**

The following Notice of Grant Award with North Dakota Department of Health is for the CDC Tobacco Prevention and Control activities. No budget adjustment is required for this contract.

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

**Suggested Motion:** Move to approve the contract with North Dakota Department of Health for the CDC Tobacco Prevention and Control Program

RB/LA  
Enclosure (1)

Contract No. G09-679		CFDA No. 93.283		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200	
Page 36 Contract Period From: March 29, 2010		Through: March 28, 2011		Type: Notice of Grant Award (SFN53771) <b>RESTRICTED FUNDING (See special conditions)</b>	
<b>This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.</b>					
<b>Title of Project/Program:</b> CDC Tobacco Prevention and Control Program				<b>Health Dept. Grant Code:</b> 4571 HLH0230 42	
<b>Contractor Name and Address:</b> Fargo Cass Public Health 401 Third Ave N. Fargo ND 58102-4839  Contact Name: Ruth Bachmeier Telephone: 701.241.1360			<b>North Dakota Department of Health Program Director:</b> Karalee Harper, MM, LAC Director, Division of Tobacco Prevention and Control North Dakota Department of Health 600 E. Boulevard Ave., Dept. 301 Bismarck, ND 58505-0200  Telephone: 701.328.4517		
<b>Financial Information</b>	<b>Dept of Health Cost Share</b>	<b>Contractor Cost Share</b>	<b>Total Project/Program Costs</b>		
Amount of Financial Assistance	\$30,000	\$7,500	\$37,500		
Previous Funds Awarded	\$0	\$0	\$0		
Total Funds Awarded to Date	\$30,000	\$7,500	\$37,500		
<b>Scope of Service:</b> See Attachment A.					
<b>Reporting Requirements:</b> See Attachment A.					
<b>Special Conditions:</b>					
<ol style="list-style-type: none"> <li>Funding for this contract is restricted to \$5,000 until such time as the Federal Award is received and processed by the Health Department. During this restriction, contractor expenditures will be limited to salaries and fringe, routine in-state travel, standard utilities and rent. The Health Department will send notice to the contractor when the restriction has been lifted.</li> <li>The Contractor's cost share requirement is four to one, meaning for every four dollars of NDDoH cost share, one dollar in contractor's funds is required.</li> </ol>					
<b>This contract is subject to the terms and conditions incorporated either directly or by reference in the following:</b>					
(1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2009 to June 30, 2011 [Accounting Use Only <input checked="" type="checkbox"/> Requirements Received] (2) applicable Federal and State regulations.					
<b>Evidence of Contractor's Acceptance</b>			<b>Evidence of Departmental Acceptance</b>		
 Signature	March 22, 2010 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 Karalee Harper, Director Division of Tobacco Prevention and Control		
<b>Health Department Use Only: Restriction Lifted: Date</b>			<b>Initials</b>		

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



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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MARCH 30, 2010**

**RE: CONTRACT AMENDMENT WITH NORTH DAKOTA**  
**DEPARTMENT OF HEALTH FOR WIC PROGRAM**  
**CONTRACT NO. 09-307A CFDA NO. 10.557**

The attached contract amendment with the North Dakota Department of Health is for the WIC program for participation in training.

No budget adjustments are required for this contract.

Please call Ruth Bachmeier at 241-1380 if you have any questions.

**Suggested Motion:** Move to approve the contract amendment with North Dakota Department of Health for the WIC program.

RB/LA  
Enclosure

<b>Contract Award No. 09-307A</b>		<b>CFDA No. 10.557</b>	North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 <b>Type: Notice of Grant Award (SFN53771)</b> <b>AMENDMENT</b>
<b>Budget Period</b>			

From: October 1, 2009 Through: September 30, 2010

**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: Women, Infant & Children (WIC) Health Dept. Grant Code: H015**

<b>Contractor Name and Address:</b> Fargo Cass Public Health 1102 43 <sup>rd</sup> St SW Fargo, ND 58106  Contact Name: Kim Vance Telephone: 277-1455 State Vendor #: 780-1099	<b>North Dakota Department of Health Program Director:</b> Colleen Pearce, WIC Director Division of Nutrition and Physical Activity 600 E. Boulevard Ave – Dept. 301 Bismarck, ND 58506-0200  Telephone: 1.701.328.4531
---	---

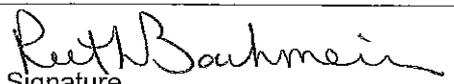
Financial Information	Health Dept. Share	Contractor Share Required	Total Project Costs
Amount of Financial Assistance	\$2,470	\$0	\$2,470
Previous Funds Awarded	\$384,200	\$0	\$384,200
Total Funds Awarded to Date	\$386,670	\$0	\$386,670

**Scope of Service:**  
This amendment provides funding for participation in Loving Support Training of \$1920 and WIC University of \$550.

**Reporting Requirements:**  
Monthly "Request for Reimbursement/expenditure reports" are required. The expenditure report for the period ending June 30, 2010 must be received by July 15, 2010. The expenditure report for the period ending September 30, 2010 must be received by November 15, 2010. Reimbursement will be processed upon Department approval of state plan progress and expenditure reports.

**Special Conditions:**  
All other terms and conditions of the original agreement remain the same.

This award 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, 2009 to June 30, 2011 [Accounting Use Only  Requirements Received]** (2) applicable Federal and State regulations.

Evidence of Contractor's Acceptance		Evidence of Departmental Acceptance	
 Signature	March 26, 2010 Date		
<b>Typed Name and Title of Authorized Representative</b> Ruth Bachmeier Director of Public Health		<b>Typed Name and Title of Authorized Representative</b> Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
<b>Typed Name and Title of Authorized Representative</b> Dennis Ra. Walaker Mayor, City of Fargo		<b>Typed Name and Title of Authorized Representative</b> Colleen Pearce, Director Division of Nutrition and Physical Activity	

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



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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MARCH 31, 2010**

**RE: NOTICE OF GRANT AWARD FOR SIGNATURE**

The following Agreement with The Bacchus Network is for the campus tobacco policy and development and cessation training programs. No budget adjustment is required for this contract.

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

**Suggested Motion:** Move to approve the contract with The Bacchus Network agreement for a tobacco cessation training program.

RB/LA  
Enclosure (1)





ASSESSMENT DEPARTMENT

March 29, 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 Senad & Senija Mehinagic. A description of the property involved, type of improvements to be made, and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2008, 2009, 2010, 2011, 2012. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$860 with the City of Fargo's share being \$115.

Sincerely,

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

Ben Hushka  
City Assessor

tia

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 SENAD & SENIJA MEHINAGIC Phone No. 232-6206

2. Address of Property 322 23 ST S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed LTS 879 BLK 18  
EGBERT, O'NEIL & HAGGARTS

4. Parcel Number 01-0740-01665-000

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). CONSTRUCT 1 STORY ADDN

7. Building Permit No. 61207 8. Year built if residential property 1929

9. Date of commencement of making the improvement 2007

10. Estimated market value of property before improvement \$ 104,000

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

12. Estimated market value of property after improvement \$ 140,500 (2007)

### 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 Jenod Mehinagic Date 3-26-10

### Assessor's Determination

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

Assessor's Signature Ben Nusske Date 3/29/10

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



Office of the Chief of Police

(N)

**COPY**

March 29, 2010

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

RE: Resolution to Authorize Deer Management Program for 2010 - 2011

Dear Commissioners:

Please find attached for your review and consideration, a resolution which authorizes and provides the parameters for the harvesting of deer under the City's Deer Management Program for 2010-2011. The resolution is identical to the one approved by the city commission last year. The number of permits to be issued will remain at 45, with 30 permits available for the designated hunting areas on the north side of the city and 15 available for the designated areas on the south side.

Also attached is a brief overview of the deer harvest results for the 2009-2010 season. Although the number of deer harvested under the City's Deer Management Program has been low, it does appear the program is meeting the City's needs. The residents living adjacent to the river corridor seem pleased with the City's efforts to control the urban deer population.

The North Dakota Game and Fish Department works closely with members of my staff to ensure the City's Deer Management Program continues to minimize the problems occurring with the deer inside the city limits. It is their recommendation that the program continue.

**Recommended Motion:**

*Approve the attached Resolution which authorizes and describes the parameters for the 2010-2011 City of Fargo Deer Management Program.*

Please contact me if you have any questions regarding this issue.

Sincerely,

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

Keith A. Ternes  
Chief of Police

RESOLUTION

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

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

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

WHEREAS, Article 3(G) grants the City power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule, has adopted and approved an ordinance to establish a city deer management program, including such rules and regulations as are necessary to carry out the program; and

WHEREAS, the Board of City Commissioners desires to designate a season for the City's Deer Management Program for 2010-2011, to designate areas for inclusion within the 2010-2011 season, and to decide the number of deer which may be taken by each permit holder for the 2010-2011 season.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners hereby designates two concurrent seasons for the City Deer Management Program for 2010-2011, to run from noon September 3, 2010 through ½ hour after sunset January 31, 2011.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby authorizes issuance of a total of 45 permits for the 2010-2011 season, with each successful participant authorized to take two antlerless deer. In the event that all 45 permits have not been issued by the North Dakota Game and Fish Department for Fargo's 2010-2011 season as of November 1, 2010, remaining permits shall be made available to qualified and successful applicants of the Fargo Deer Management Program on a first come, first serve basis.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby designates the following areas within the city limits of Fargo to be included within the 2010-2011 City Deer Management Program and hereby also approves the associated number of permits for the designated areas:

**1. Region One Permits to be issued: 30**

The area along the Red River corridor between 19<sup>th</sup> Avenue N and 35<sup>th</sup> Avenue N, including:

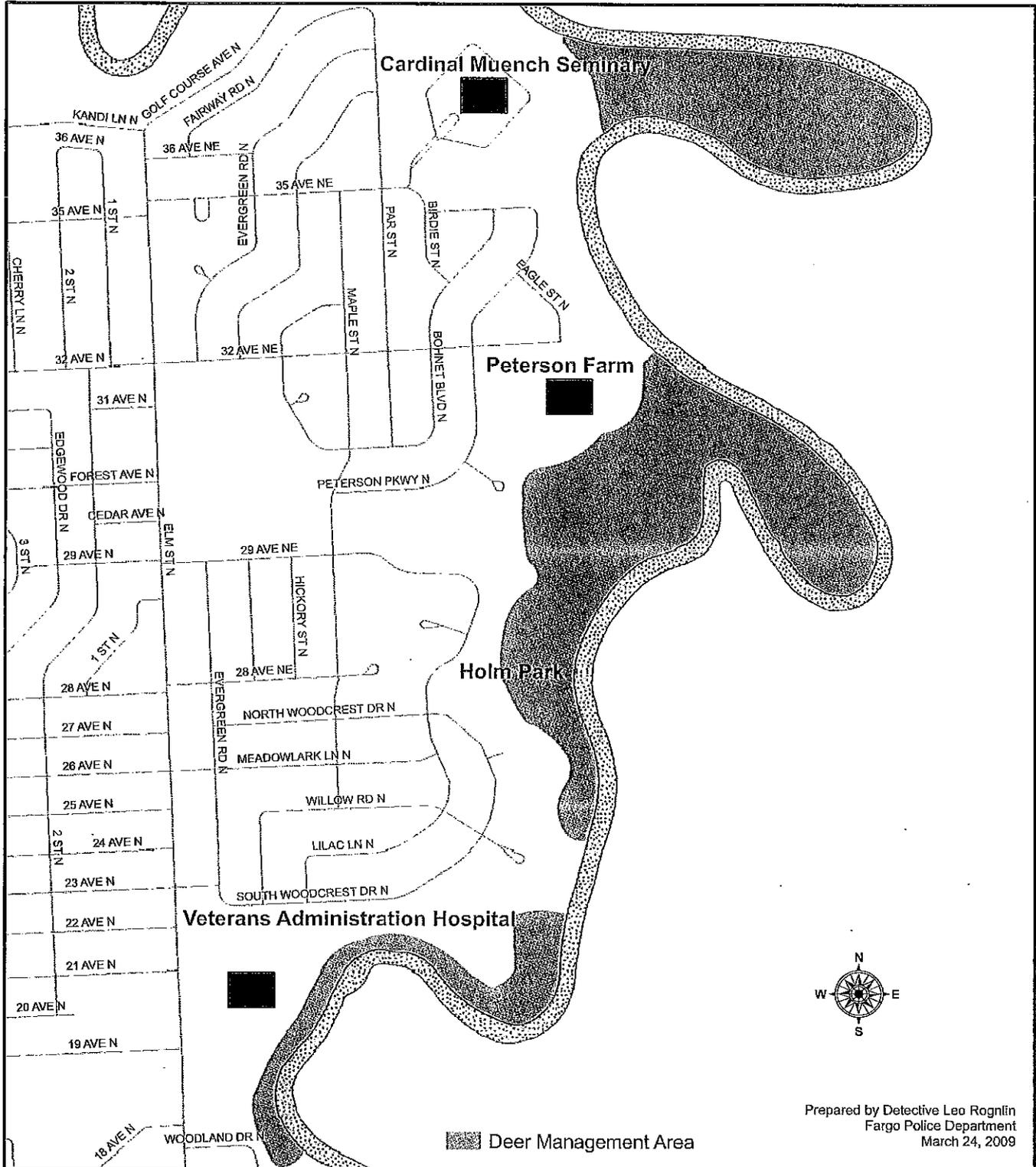
- A. Property owned by the City of Fargo;
- B. Property owned by the Fargo Park District from points east of the VA Hospital to the river, and extending north to 35<sup>th</sup> Avenue N, subject to the owner's consent to have such property included within the City Deer Management Program;
- C. Undeveloped property owned by Cardinal Muench Seminary, subject to the owner's consent to have such property included within the City Deer Management Program; and
- D. Undeveloped property owned by Dale Peterson extending east of Lilac Lane and Peterson Parkway, and from points north of Holm Park to 32<sup>nd</sup> Avenue N, subject to the owner's consent to have such property included within the City Deer Management Program.

**2. Region Two Permits to be issued: 15**

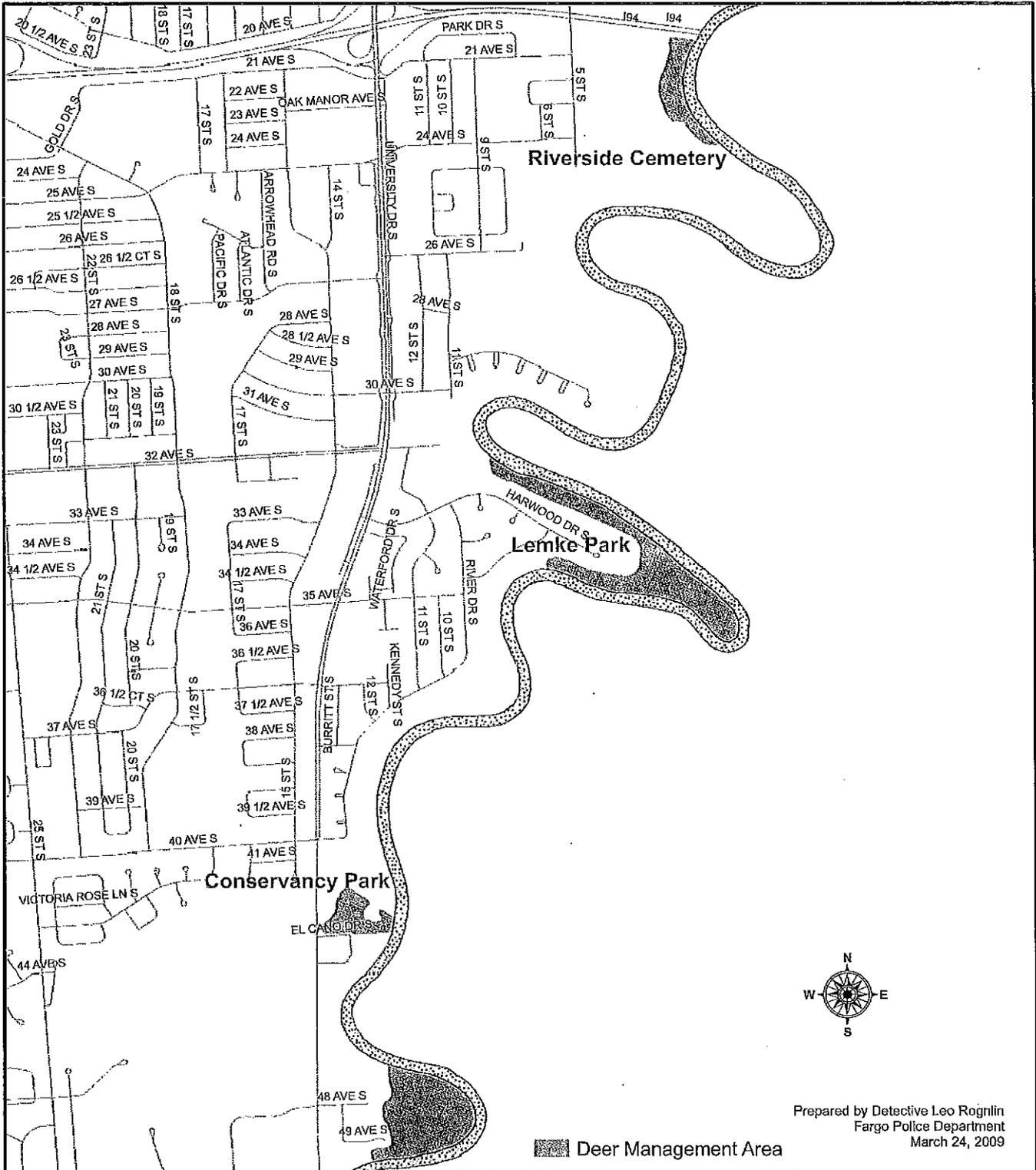
The area along the Red River corridor between 21<sup>st</sup> Avenue S to 49<sup>th</sup> Avenue S, including:

- A. Property owned by the City of Fargo;
- B. Property owned by the Fargo Park District, subject to the owner's consent to have such property included within the City Deer Management Program, more specifically identified as:
  - 1. Lemke Park
  - 2. Conservancy Park
- C. An area owned by the City of Fargo/Fargo Park District located south and east from the intersection of 12<sup>th</sup> Street S and 49<sup>th</sup> Avenue S, extending to points south and east of 49<sup>th</sup> Avenue, subject to the Park District's consent to have such property included within the City Deer Management Program.
- D. Undeveloped property owned by Curtis Reeff, adjacent to area C. listed above, subject to the owner's consent to have such property included within the City Deer Management Program.
- E. Undeveloped property adjacent to Riverside Cemetery, 2102 5<sup>th</sup> Street S, subject to the owner's consent to have such property included within the City Deer Management Program.
- F. Property owned by WDAY-TV surrounding its transmission tower located in the 4000 block of South University Drive, subject to the owner's consent to have such property included within the City Deer Management Program.

# Deer Management Program Region #1 North Fargo



# Deer Management Program Region #2 South Fargo



Prepared by Detective Leo Rognlin  
Fargo Police Department  
March 24, 2009

**City of Fargo Deer Management Program**  
**2009 -2010 Season Report/Assessment**  
*Prepared by Lieutenant Gene Anderson*

The 2009/2010 Fargo Deer Management season dates were September 4, 2009 through January 31, 2010. Twenty-nine participants successfully completed the training required to participate in the program and harvest deer within the city limits. Of the twenty-nine eligible participants twenty-eight returned surveys at the end of the season. The following information was compiled from the surveys. (Five eligible participants did not hunt for personal reasons.)

Number of hunters: Successful - 8  
Unsuccessful - 15  
**Total - 23**

Number of deer seen by hunters in the deer management program during this season:

Bucks - 58  
Doe - 186  
Fawn - 145  
**Total - 389**

Number of shots taken: 16

Number of deer hit but not recovered: 1

Number of deer harvested:

Doe - 6  
Fawn - 5  
Bucks - 0  
**Total - 11**

Location deer were taken:

Lemke Park - 7  
Cardinal Muench - 3  
Conservancy Park - 1  
**Total - 11**

**Aerial Surveys**

The North Dakota Game & Fish Department conducts aerial surveys of the Red River corridor every year in February. The following are results of the aerial surveys of the Red River corridor between 40<sup>th</sup> Ave. N. and 52<sup>nd</sup> Ave. S. for the last three years: 2008 - 142 deer; 2009 - 96 deer; 2010 - 65 deer.

It should be noted these aerial surveys include both Minnesota and North Dakota sides of the river. Deer movement, snow cover and natural cover also affect the accuracy of an aerial survey. Totals should be considered an approximate, not an exact, count of deer within the survey area.

### Assessment

Overall deer observation and harvest was down during the 2009/2010 season. Three significant factors may have contributed to these reductions. Access to Holm Park in North Fargo was restricted by the Fargo Park District, only allowing participants to hunt during school days. As a result fewer hunters opted to hunt in Region 1 and no deer were harvested in Holm Park.

Construction on North Elm Street and South University Drive may also have had an impact on hunter access and deer movement in these areas.

The flood of 2009 may also have had a significant impact on deer reproduction and relocation along the Red River corridor.

Our largest area of success remains the lack of conflict with the deer management participants and residents in the neighborhoods near the hunting areas. During the 2009/2010 season the police department did not receive any complaints stemming from the Deer Management Program. It appears our continued efforts in training the participants resulted in a continued understanding of the issues surrounding the Deer Management Program. There were contacts between deer hunters and citizens but no conflicts resulted from those contacts. Our focus on training, safety and ethics had the desired effects on the program.

We continue to see many repeat participants in the Deer Management Program. This is a significant factor in the continued success of the program. The participants have a good understanding of our expectations regarding safety, ethics and public perception of the Deer Management Program.

### Conclusion

If the citizens of Fargo and the Board of Commissioners wish to continue to try and effectively manage the deer population within the city, the deer management Program appears to be a very reasonable and safe way to do so.



GAMING SITE AUTHORIZATION  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (10-2009)

G - \_\_\_\_\_ (\_\_\_\_\_) 01  
Site License Number  
(Attorney General Use Only)

Jon Greenley Amvets Post #7 is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota  
at the following location: Amvets the address of which is:  
1001 1st Ave S Fargo 58103 Cass  
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning July 1, 2010 Ending June 30, 2011

Specific location where games of chance will be conducted and played at the site (required):  
West wall - Where Alcohol can be served.

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

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

1. Days of week of gaming operations \_\_\_\_\_
2. Hours of gaming \_\_\_\_\_
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Prize Boards, Punch Boards, Twenty-one, Poker, Calcutta

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date  
Steven Sprague, City Auditor 04-05-2010  
PRINT Name / Official Position of person signing above



GAMING SITE AUTHORIZATION  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (10-2009)

G - \_\_\_\_\_ (\_\_\_\_\_) 02  
Site License Number  
(Attorney General Use Only)

Jon Greenley Amvets Post # 7 is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota  
at the following location: Nestor Tavern the address of which is:  
1001 NP Avenue Fargo 58102 Cass  
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning July 1, 2010 Ending June 30, 2011

Specific location where games of chance will be conducted and played at the site (required):  
South Center Wall-where Alcohol can be served

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

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Prize  
Boards, Punch Boards, Sports Pools, Twenty-one, Poker, Calcutta, Paddlewheels

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date  
Steven Sprague, City Auditor 04-05-2010  
PRINT Name / Official Position of person signing above

# APPLICATION FOR A LOCAL PERMIT

City of Fargo  
Rev. 12-09

OK 3-30-10  
25.00  
PL

Name of Non-profit Organization <u>#6570 KNIGHTS OF COLUMBUS</u>		Date(s) of Activity <u>06/01/10 to 06/30/10</u>	
Person Responsible for the Gaming Operation <u>PAUL NESLER</u>		Title <u>CHAIRMAN RAFFLE CO-CHAIR</u>	Business Phone Number <u>701-238-2166</u>
Business Address <u>1825 11TH ST. S</u>	City <u>FARGO</u>	State <u>ND</u>	Zip Code <u>58103</u>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <u>NATIVITY CHURCH OF FARGO</u>		Site Address <u>1825 11TH ST. S.</u>	
City <u>FARGO</u>	State <u>ND</u>	Zip Code <u>58103</u>	County <u>CASS</u>
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
<u>CALENDAR RAFFLE</u>	<u>4 @ \$150.00</u>	<u>\$ 600.00</u>	/	/	/
<u>"</u>	<u>22 @ \$25.00</u>	<u>550.00</u>	/	/	/
<u>"</u>	<u>4 @ 50.00</u>	<u>200.00</u>	/	/	/
<u>"</u>	<u>1 @ 500.00</u>	<u>500.00</u>	/	/	/
/	/	/	/	/	/
/	/	/	/	/	/
/	/	/	/	/	/
/	/	/	/	/	/
/	/	/	/	/	/
Total:					(Limit \$12,000 per year) <u>\$ 1850.00</u>

Intended uses of gaming proceeds: EXPAND PARISH WALK-IN FREEZER

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

Signature of Organization's Top Executive Official <u>[Signature]</u>	Date <u>02/30/10</u>	Title <u>TRUSTEE &amp; CHAIRMAN RAFFLE CO-CHAIR</u>	Day time Phone Number <u>701-238-2166</u>
--	-------------------------	--	--



**APPLICATION FOR A LOCAL PERMIT**

City of Fargo  
Rev. 12-09

*Call 4-1-10  
CRH-1558  
25.00  
P 3*

Name of Non-profit Organization <b>SENDCAA Head Start + Early Head Start - Parent Earnings</b>		Date(s) of Activity <b>5-18-10 to 5-18-10</b>	
Person Responsible for the Gaming Operation <b>Dawn Leedah</b>		Title <b>Policy Council Chairperson</b>	Business Phone Number <b>701-235-8931</b>
Business Address <b>3233 South University</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Rheault Farm Park</b>		Site Address <b>2902 25th St</b>	
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>see attached</i>		\$			\$
<b>Total:</b>					(Limit \$12,000 per year) <b>\$ 638.96</b>

Intended uses of gaming proceeds: provide educational ~~and~~ opportunities and supplies for Head Start children.

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

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <b>5/31/10</b>	Title <b>Policy Council Chairperson</b>	Day time Phone Number <b>701-235-8931</b>
--	------------------------	--	--

**Page 1 NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING**

City of Fargo, Auditors Office - Gaming  
200 N 3rd Street, Fargo, ND 58102  
Phone: 701-241-1304  
Rev. 12-09

*(Handwritten initials: JH)*

*WHSU Residence Hall Assoc*

Name of Student Organization <i>Weible Hall Government</i>		Date(s) of Activity <i>4/29/10</i> to <i>4/29/10</i>	
Person Responsible for the Gaming Operation <i>Erka Fischer - Advisor</i>		Time of Event <i>7:00</i> <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	
Street Address of Student Organization <i>1420 14th Street North</i>		City <i>Fargo</i>	State <i>ND</i>
Name of Site Where Game(s) will be Conducted <i>Weible Hall Main Lounge - NDSU</i>		Zip Code <i>58105</i>	
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58105</i>	County
Check the Game Types to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

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

Game Type	Description of Prize	Retail Value of Prize	Game Type'	Description of Prize	Retail Value of Prize
Raffle	<i>32" Flat screen HD-10P TV</i>	<i>\$429.99</i>			
Raffle	<i>Gift Card Package #1 (see attached)</i>	<i>\$56</i>			
Raffle	<i>Gift Card Package #2 (see attached)</i>	<i>\$36</i>			
Raffle	<i>movie Package (see attached)</i>	<i>\$26.64</i>			

(Limit \$12,000 per year)  
*\$578.73*

Intended uses of gaming proceeds: *Donation for 2010 Relay for Life of North Dakota State University*

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes

If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_ . This amount is part of the total prize limit of \$12,000 per year.

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

I acknowledge that the *Weible Hall Government* student organization is registered by the Administration of North Dakota State University.

Signature <i>Kelsey Loney</i>	Title <i>Assistant Director</i>	Date <i>3/31/10</i>	Business Phone Number <i>231-6255</i>
----------------------------------	------------------------------------	------------------------	--

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

*OK per Amy Shoff*

Signature of Contact Person <i>Erka Fischer</i>	Title <i>Weible Hall Director Advisor</i>	Date <i>3/31/10</i>	Business Phone Number <i>701.231.3240</i>
--	--	------------------------	--

9



# FARGODOME

April 1, 2010

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

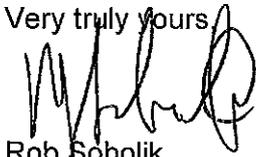
Commissioners:

The Fargo Dome Authority requests your approval of Vareberg Engineering, Ltd. as the engineering and design firm for the Lighting System review, re-design/replacement project at the FARGODOME. This project was approved as a 2010 capital budget item.

The Fargo Dome Authority solicited Request for Qualifications, and four firms responded with proposals. Interviews were conducted by a subcommittee of the Fargo Dome Authority Building Committee which included committee member Darrell Vanyo, General Manager Rob Sobolik and members of the Operations department staff including Don Lange, Don Berland, Don Jenson and Eric Halvorson. Based on the interviews and project experience of the firms, the subcommittee recommended Vareberg Engineering, Ltd. as the lead firm for the project. The Fargo Dome Authority approved the selection of Vareberg Engineering at their March 30, 2010 meeting. Two copies of the proposed engineering and design services contract are included for your review and signature.

Thank you for your consideration of this matter.

Very truly yours,



Rob Sobolik  
General Manger

Attachment



(r)

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

March 22, 2010

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

Re: Extension of Lease Agreement with Charism, Inc.

Dear Commissioners:

We were recently notified by Julie Gunkelman with Charism, Inc. that the previous 5-year lease agreement between the City and Charism expired on September 30, 2009. Therefore, Charism provided a new 5-year lease agreement that has been attached for your review and approval. Please note that the annual lease rate of \$72,370 remains unchanged from the previous 5-year agreement.

The City currently uses the leased space for Water Utility and Public Works functions as noted below:

<u>Department</u>	<u>Square Feet</u>	<u>Unit Price</u>	<u>Annual Cost</u>
Water Meters	745 (Office)	\$9.89/SF	\$ 7,370
Public Works	12,400 (Shop)	\$5.00/SF	\$62,000
Public Works	20,000 (Outside)	\$0.15/SF	<u>\$ 3,000</u>
		Total =	<b>\$72,370</b>

It is the recommendation of this office that the attached 5-year lease with Charism, Inc. be approved in the amount of \$72,370 annually.

Your consideration in this matter is greatly appreciated.

Sincerely,

Bruce P. Grubb  
 Enterprise Director

**SUGGESTED MOTION:**

Approve the attached 5-year lease agreement between Charism, Inc. and the City of Fargo in the amount of \$72,370 annually.

**LEASE**

**THIS LEASE**, Made and intended to be effective the **1<sup>st</sup> day of October, 2009**, by and between **CHARISM, INC.**, party of the first part, hereinafter for convenience called "Lessor" or "Owner" and **THE CITY OF FARGO, NORTH DAKOTA**, by and through the **WATER METERS DEPARTMENT**, party of the second party, hereinafter for convenience called "Lessee" or "Tenant";

**WITNESSETH:**

That the Lessor, for and in consideration of the covenants and agreements hereinafter stated to be kept and performed by the Lessee, has leased to the Lessee, the heavy equipment shop/garage located on the south side of the building owned by Lessor located at 3350 35<sup>th</sup> Avenue South, Fargo, North Dakota, having approximately 11,000 square feet for the shop, 1,400 square feet for the garage, and 20,000 square feet of fenced storage area for a total of 32,400 square feet of area, said lease being for the term set forth hereinafter.

In consideration thereof, the Lessee agrees that it will pay to the Lessor the yearly rent of **Seventy Two Thousand Three Hundred Seventy Dollars (\$72,370.00)** (12,400 square feet shop space x \$5 per square foot = \$62,000; 20,000 sq ft yard space x \$.15/sq yard = \$3,000 and 745 square feet water meter office space x \$9.77 = \$7370), due and payable on the 1<sup>st</sup> day of January of each and every year during the term of this lease and any extension that may be negotiated thereafter.

It is mutually understood and agreed that this lease and its continuance is dependent upon the following conditions, to-wit:

1. Term and Option to Terminate Lease. The term of this lease is for a period of five (5) years (October 1, 2009, through September 30, 2014). On or before March 1, 2014 Lessee will notify Lessor of its intent to vacate the property at the end of this lease which is December 31, 2014, or continue with the lease on a month-to-month basis. Thereafter, monthly rental will be payable on the 1st day of each and every month until the termination of this lease.

2. Payment Obligation. That the full amount of the rent hereinbefore agreed to be paid by the Lessee for the full term is the obligation of the Lessee and, in case of any violation of its conditions by the Lessee, the same shall become at once due and payable to the Lessor.

3. Assignability; Subletting of Lease Premises. That this lease shall not be assigned nor the premises nor any part thereof sublet or re-rented, nor shall any alteration or change be made in or about said building or premises without the written consent of the Lessor. It is specifically understood and agreed that Lessee shall be responsible for the fit-up of the area to be leased at its own costs, provided that drawings of the fit-up work and cost estimates of fit-up work shall be submitted to Lessor before commencement of fit up. The costs of any renovations shall be borne by Lessee who is accepting the property in an "as is" condition. At the expiration of the lease term or earlier expiration thereof, Lessee may remove any personal property. Lessee shall surrender the leased premises in the same condition as existed at the commencement of the Lease,

reasonable wear and tear and fire and other casualty excepted.

4. Use of Premises. That the premises are leased to be used only for the purposes of a heavy equipment shop and garage, and shall be used for no other purpose without the written consent of the Lessor. Specifically allowed, however, is use of a portion of the premises as a meter shop. Additionally, the premises can be used for office purposes, if necessary.

5. Law Governing. That Lessee agrees that the premises shall be occupied and used only in accordance with the laws and ordinances of the municipality wherein located.

6. Condition of Premises; Responsibilities for Repair of Premises; Signage. That the same property is accepted as complete and in good order by the Lessee, in the condition in which it now is, and that the Lessee will not do or permit anything to be done which would deface, damage or deteriorate the value thereof, nor increase the risk of, nor vitiate or modify the insurance policies covering same. The Lessor shall be responsible for the maintenance and repair of the roof, foundation and exterior walls only, including the interior and exterior store fronts, windows, doors and plate glass and mechanical systems provided, however, that the first \$150.00 of any repairs to said systems shall be the responsibility of Lessee and further provided that Lessee shall be responsible for any repairs caused by the negligence, neglect or abuse of Lessee, his patrons and customers. Lessor shall also develop a signage plan at its own cost to provide for identification of all of the building's tenants.

7. Obligations for Utilities and Snow Removal. Lessee shall be responsible for the payment of all utilities including, but not limited to, heat and air conditioning, electrical, water and public services, and garbage/trash removal, in connection with the leased premises. Lessee shall be responsible for and pay for all interior maintenance of all kinds. Further, Lessee shall be responsible for removal of all snow.

8. Hold Harmless Agreement. The Lessee undertakes and agrees to hold harmless, and insures the Lessor against any loss or claim for damages or expense of any kind suffered by the Lessee or by any other person, by reason of any damage to or destruction of said premises by fire or the elements, or otherwise, or by reason of any repairs or alterations being made thereto, or by reason of any failure or defective construction or maintenance thereof or signs, fixtures, awnings, sidewalks, railings, light, water, sewer, or heating fixtures, equipment, or connections thereto.

9. Entry of Premises. That the Lessor, or its agent, shall at all reasonable times and upon verbal or written notice to the Lessee, have access to said premises for the purpose of examining the same and making such repairs as shall in his judgment be proper.

10. Repairs; Taxes, Insurance and Special Assessments; Alterations and Repairs to Premises. Except as otherwise provided herein, Lessor shall not be required during the terms of this lease to make any inside alterations or repairs and only such outside repairs and alterations as shall be necessary, all as provided in paragraph 6 above. Any improvements to the interior of the premises shall be at Lessee's sole expense and Lessee shall provide to Lessor copies of construction plans prior to execution of the lease agreement. Lessor shall be responsible for any and all real estate taxes, installments of special assessments and building insurance.

11. Insurance. Lessee is self-insured with limits of liability as contained in chapter 32-12.01, N.D.C.C., and subject to all defenses as contained in North Dakota State Law. Lessor may pay for its own liability coverage. Lessor will pay for fire and extended coverage insurance for the property at limits specified by Lessor.

12. All provisions hereof shall extend to and be binding upon, and in favor or against, (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.

13. All provisions hereof, and words and phrases used herein, shall be governed and construed under the laws of the State of North Dakota, except in so far as the provisions of such laws or the benefits accruing therefrom are specially waived.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

LESSOR:

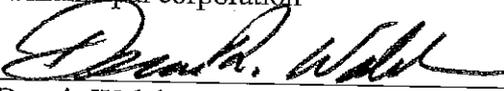
CHARISM, INC.

By \_\_\_\_\_

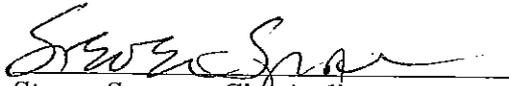
Its \_\_\_\_\_

LESSEE:

THE CITY OF FARGO, NORTH DAKOTA  
A municipal corporation

  
\_\_\_\_\_  
Dennis Walaker, Mayor

ATTEST:

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



**PLANNING AND DEVELOPMENT**

200 Third Street North  
Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

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

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



**DATE:** March 31, 2010  
**TO:** City Commission  
**FROM:** Dan Mahli, Senior Planner, Community Development  
**RE:** Neighborhood Stabilization Program – Acquisition of property

In 2009, the City was granted \$5.01M in Neighborhood Stabilization Program (NSP) funds from the ND Department of Commerce and HUD to use toward the acquisition and redevelopment of foreclosed, vacant and abandoned properties in Fargo.

The goal of the NSP program is to help stabilize neighborhoods and preserve Fargo's older, affordable housing stock. The following properties have been identified as good candidates for Neighborhood Stabilization Program (NSP) funding.

**1430 10 St S** – This property is a blighted, vacant and foreclosed house. The intent is to purchase the property, demolish, and rebuild a new owner-occupied home under the Neighborhood Stabilization Program rules.

Property Information

Owner: Bankers Trust Co. of America

Assessed value: \$119,500

Acquisition price: **\$42,000**

**810 25 St N** – This property is a blighted, vacant and foreclosed house. The intent would be to purchase the property, demolish, and rebuild a new owner-occupied home under the Neighborhood Stabilization Program rules.

Property Information

Owner: HUD

Assessed value: \$48,600

Acquisition price: **\$32,850**

**Recommended Action.** Approve the expenditure of NSP funds for the acquisition of 1430 10 Street South for \$42,000 and 810 25 St N for \$32,850.



505 North Broadway  
Suite 201  
Fargo, North Dakota 58102

(701) 235-5563 Telephone  
(701) 235-5435 Fax

RECEIVED  
3-15-10  
www.mbapc.com  
+



Architecture  
March 10, 2010

Interior Design

Construction Management

Pat Zavoral, City Administrator  
200 North Third Street  
Fargo, ND 58102

RE: Ground Transportation Terminal Remodeling  
Fargo, North Dakota  
MBA Project No. 09074

Dear Pat:

Bids for the Ground Transportation Center Remodeling project for Municipal Court and the Prosecutor's Office were opened and tabulated on Wednesday, March 3, 2010. A copy of the Bid Tabulation is attached with this letter for your review. Interest from bidders was very high with 24 bids received for the General, Plumbing, HVAC, Fire Sprinkler & Electrical Work. The total of all the Base Bids is \$1,272,050 and the total Construction Cost including the recommended Alternate Bids is \$1,345,557 excluding Architect/Engineer compensation as compared to the Pre-Bid estimate of \$1,500,000. We have reviewed the bids and have summarized the bids from the low bidders and recommend awarding contracts in the amounts listed below:

Contractor	Base Bid	Alternate Bids						Totals
		1	2	3	4	5	6	
General Work Meinecke-Johnson	\$514,000	Do Not Award	N/A	6,600	3,500	2,500	48,700	\$575,300
Plumbing Work Cote Mechanical	\$59,200	Do Not Award	N/A	N/A	N/A	N/A	N/A	\$59,200
HVAC Work SA Mechanical	\$314,000	4,150	N/A	N/A	N/A	N/A	N/A	\$318,150
Fire Sprinkler Work Nova Fire Protection	\$18,950	525	N/A	N/A	N/A	N/A	1,150	\$20,625
Electrical Work JDP Electric	\$365,900	2,882	2,840	660	N/A	N/A	N/A	\$372,282
Total Construction Cost	\$1,272,050	7,557	2,840	7,260	3,500	2,500	49,850	\$1,345,557
AE Services (6%)	\$76,323	453	170	436	210	150	2,991	\$80,733
Reimbursable Expenses (Est)	\$5,000	----	----	----	----	----	----	\$5,000
Subtotal	\$1,353,373	8,010	3,010	7,696	3,710	2,650	52,841	\$1,431,290
Contingency Fund (3.75%)								\$53,710
Total Project Costs (See Exclusions on next page)								\$1,485,000

The Alternate Bids are for the following work:

- Alt. No. 1 – Remodel the existing restrooms.
- Alt. No. 2 – Replace the HID light fixtures in the Police Parking Garage with new energy efficient fluorescent light fixtures.
- Alt. No. 3 – Add an operable gate arm at the north entrance of the MAT bus terminal to better manage bus/car traffic.
- Alt. No. 4 – Install ballistic glass in new windows.
- Alt. No. 5 – Paint the exposed metal joists and decking, ductwork, and the CMU walls in the Police Parking Garage.
- Alt. No. 6 – Completely remove the insulated soffits in the underground unheated parking garage and replace them with new soffits. The existing soffit framing is coming loose from the concrete structure in several locations.

The following work and costs are not included in the costs on the previous page:

1. Asbestos Abatement Costs
  - We contracted with Legend Environmental Services to take bulk samples of various materials at the Ground Transportation Center Building to determine if there were any Asbestos Containing Material (ACM).
  - Some floor tile adhesive tested positive for Asbestos and will need to be removed by a licensed Abatement Contractor.
  - Estimated cost for all Asbestos related removal work is \$7,500.
2. Furniture, Fixtures & Equipment
  - Existing furniture for Municipal Court will be relocated and will need to be supplemented with some additional new furniture (Courtroom ITV Equipment is included with the electrical costs above). New furniture will also be necessary for the Prosecutor's Office.
  - Preliminary budget - \$50,000.
3. Signage
  - Interior signage – Budget of \$5,000.
  - Exterior signage – Budget of \$15,000.
4. Relocation costs – Budget of \$5,000.

**Please also note that the HVAC Work was bid as a separate contract in order to utilize Grant Funds of \$225,000 that the City received for energy efficiency improvements to the HVAC system. This was coordinated with Bob Stein and Kim Citrowske prior to the bidding process.**

We recommend that the Base Bids and the Alternate Bids as listed on the previous page be awarded. Upon acceptance and award of the bids by the City Commission, we will prepare contracts for all the low bidders and schedule a Preconstruction Conference so work can begin as soon as possible. We will also seek quotes for the Abatement Work and submit those to you for the necessary approvals. Thank you for the opportunity to work with the City of Fargo on this project. Feel free to contact me with any questions.

Sincerely,  
  
Kevin J. Bartram  
KJB/srk

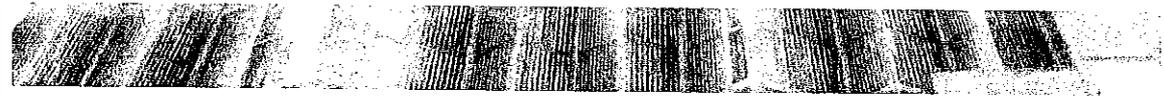








| M | B | A |



Architecture

Interior Design

Construction Management

March 31, 2010

Pat Zavoral, City Administrator  
200 North Third Street  
Fargo, ND 58102

RE: Ground Transportation Terminal Remodeling  
Fargo, North Dakota  
MBA Project No. 09074

Dear Pat:

We received three quotes for removing the mastic adhesive which contains asbestos for the Ground Transportation Center Remodeling project for Municipal Court and the Prosecutor's Office. A copy of the Bid Tabulation is attached with this letter for your review.

We recommend moving forward with the low bid of \$4,598 from Environmental Abatement Services. There will be some additional costs for the Abatement work which are not included above for the initial Bulk Sampling work and for some Air Monitoring work during the actual abatement work but the combined costs for all abatement related work should be under the \$7,500 amount budgeted for this work.

Please review and let me know if you would like us to proceed with this work and to notify the low bidder. Thank you for the opportunity to work with the City of Fargo on this project. Feel free to contact me with any questions.

Sincerely,



Kevin J. Bartram  
KJB/srk



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REPORT OF ACTION  
UTILITY COMMITTEE

Project No. NA Type: First Amendment to Harwood Sewer Agreement  
Location: Wastewater Treatment Plant

Date of Hearing: 2/03/10

Routing	Date
City Commission	4/5/10
Project File	

Bruce Grubb, Enterprise Director, presented the attached memo and draft amendment to the Harwood Sewer Agreement (Lease of Rights to Sewer System). The Agreement contains the following wastewater rate schedule for Harwood residents:

Base Fee	=	\$18.65/month (Fargo Prevailing Rate)
Surcharge Fee	=	\$ 9.35/month
Capital Repayment Fee	=	<u>\$ 2.00/month</u> \$30.00/month

At present, Harwood charges its residents \$20.60/month of which about \$10 is directed to repayment of Harwood's outstanding debt on its wastewater lagoons. Since the lagoons are no longer needed (Sewer Agreement with Fargo), Harwood is attempting to sell their 2/3 ownership in the lagoons for the purpose of paying off the outstanding debt. Although Fargo is interested in bidding on the lagoon property, it prefers submitting a bid on 100% of the lagoons property rather than 2/3 ownership. Therefore, Harwood is pursuing a solution to allow 100% of the lagoon property to be sold through a public bid process.

As a result, Harwood needs to continue charging it's residents \$10/month until the lagoons sale is completed and the proceeds can be applied to the outstanding debt. Thus, Harwood would need to charge its residents \$40/month in the interim period (\$30 + \$10). In an effort to limit Harwood's residential wastewater fee to \$30/month, Harwood submitted a formal request for a temporary suspension of the surcharge portion (\$9.35/month) of Fargo's monthly fees.

On a motion by Al Weigel, seconded by Jim Hausauer, the Utility Committee voted to authorize Wastewater Utility staff to work with the City Attorney and Harwood representatives to finalize a First Amendment temporarily suspending the surcharge portion of Harwood's sewer rate.

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

ATTEST:



Bruce P. Grubb  
Enterprise Director

C: Commissioner Mahoney  
Commissioner Wimmer  
Commissioner Piepkorn

**FIRST AMENDMENT TO LEASE OF RIGHTS TO SEWER SYSTEM**  
**BETWEEN**  
**CITY OF FARGO AND CITY OF HARWOOD**

THIS FIRST AMENDMENT is made this \_\_\_ day of \_\_\_\_\_, 2010, by the City of Fargo ("City of Fargo") and the City of Harwood ("City of Harwood").

**RECITALS**

- A. The City of Fargo and the City of Harwood entered into a Lease of Rights to Sewer System agreement dated March 23, 2009 (the "Agreement"), under which the parties each agreed to perform certain obligations regarding the City of Fargo acceptance of wastewater from the City of Harwood. A copy of the fully-executed Lease of Rights to Sewer System is attached to this First Amendment as **Exhibit A**.
- B. The parties wish to amend the Agreement to temporarily revise the rate schedule as described in Section 6 to facilitate the City of Harwood's sale of ownership in the Harwood lagoons.

In consideration of the mutual covenants contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

- 1. **Interpretation.** This First Amendment modifies and supplements the Agreement. Wherever a conflict exists between this First Amendment and the Agreement, the provisions of this First Amendment control. Except as modified and supplemented in this First Amendment, the Agreement is in full force and effect.
- 2. **Section 6. Rate Schedule.** The monthly surcharge obligation (\$9.35) of the City of Harwood to the City of Fargo will be temporarily suspended from January 1, 2010, through April 30, 2010. The monthly prevailing rate obligation (\$18.65) and monthly capital repayment obligation (\$2.00) will remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this First Amendment to Agreement to be executed in accordance with the terms of this document.

City of Harwood



William Rohrich, Mayor

City of Fargo

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



(V)

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

March 28, 2010

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

Re: Water Tower No.11 Bid Results  
 Infrastructure Project No. WA0903

Dear Commissioners:

Construction bids were opened at 11:30 AM on Wednesday, March 24, 2010 for construction of a new 2.0 million gallon water tower to be located along 32nd Avenue South near 43rd Street. Two bids were received in response to a public advertisement as reflected below:

Caldwell Tanks, Inc.	\$3,025,000
Landmark Structures Management, Inc.	\$3,081,000

The engineer's estimate for the project was \$3,495,040.

The bids have been reviewed and tabulated by the City's consultant, Houston Engineering, Inc. Attached for your reference is a copy of Houston's bid tabulation and letter recommending award to Caldwell Tanks, Inc. in the amount of \$3,025,000 as the lowest and best bid.

Therefore, it is the recommendation of this office that the bid for Project No. WA0903 be awarded to Caldwell Tanks, Inc. in the amount of \$3,025,000. Since the project has a 2-year construction schedule, funding for the project has been included in the 2010 and 2011 water system infrastructure budgets to be financed with infrastructure sales tax.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION:**

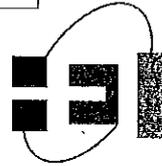
Award the bid for Project No. WA0903 to Caldwell Tanks, Inc. in the amount of \$3,025,000.

Sincerely,

Bruce P. Grubb  
 Enterprise Director

CC: Pat Zavoral, City Administrator  
 Ron Hendricksen, Water Plant Superintendent  
 Sharon Plecity, City Auditor  
 Roger Hagen, Houston Engineering

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

March 26, 2010

Bruce Grubb, Enterprise Director  
Fargo Water Treatment Plant  
435 14<sup>th</sup> Avenue South  
Fargo, ND 58103

**Subject: Water Tower No. 11  
City of Fargo Project No. WA0903  
HE Project No. 6059\_017**

We have tabulated the bids for Project WA0903 which were opened Wednesday, March 24, 2010.

We recommend the project be awarded to Caldwell Tanks, Inc. of Louisville, KY who was the lowest responsive bidder with a total base bid of \$3,025,000. A total of two bids were opened. The second bid opened was from Landmark Structures Management, Inc. of Fort Worth, TX with a bid of \$3,081,000. The Engineer's Estimate was \$3,495,040, so we believe we received very favorable bids.

Enclosed is a copy of the bid tabulation and opinion of probable construction cost.

Also, enclosed are the original bids received.

Sincerely,

HOUSTON ENGINEERING, INC.

  
Roger C. Hagen

RCH:sh

Enclosure

Z:\6000\6059\09\_6059\_017\Deliverables\Bruce Grubb letter 3-26-10.doc

		Caldwell Tanks, Inc. 4000 Tower Road Louisville, KY 40219			Landmark Structures Management, Inc. 1665 Harmon Road Fort Worth, TX 76177		
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 150,000.00	\$ 150,000.00
2	6" C-900 PVC Tank Drain Line (DR 18)	60	LF	\$ 25.00	\$ 1,500.00	\$ 25.00	\$ 1,500.00
3	8" C-900 PVC Tank Drain Line (DR 18)	115	LF	\$ 30.00	\$ 3,450.00	\$ 30.00	\$ 3,450.00
4	8" C-900 PVC Water Main (DR 18)	40	LF	\$ 39.00	\$ 1,560.00	\$ 36.00	\$ 1,440.00
5	12" RCP Storm Sewer	27	LF	\$ 32.00	\$ 864.00	\$ 30.00	\$ 810.00
6	15" RCP Storm Sewer	153	LF	\$ 36.00	\$ 5,508.00	\$ 36.00	\$ 5,508.00
7	16" C-905 PVC Water Main (DR 18)	500	LF	\$ 67.00	\$ 33,500.00	\$ 61.00	\$ 30,500.00
8	16" Uncased Fusible-PVC Water Main Bore	210	LF	\$ 185.00	\$ 38,850.00	\$ 175.00	\$ 36,750.00
9	6" Gate Valve w/Box	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
10	8" Gate Valve w/Box	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 1,500.00	\$ 3,000.00
11	16" Gate Valve w/Box	4	EA	\$ 8,000.00	\$ 32,000.00	\$ 8,000.00	\$ 32,000.00
12	6" Drain Hydrant	1	EA	\$ 3,800.00	\$ 3,800.00	\$ 4,000.00	\$ 4,000.00
13	Concrete Splash Pad	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
14	8" Thickness Concrete Road w/8" Thickness Gravel Compacted in Place w/ Geotextile Fabric	1,385	SY	\$ 58.00	\$ 80,330.00	\$ 55.00	\$ 76,175.00
15	Access Road from 32nd Avenue S. w/Minimum 8" Thickness Gravel Compacted in Place w/Geotextile Fabric	1	LS	\$ 10,700.00	\$ 10,700.00	\$ 10,000.00	\$ 10,000.00
16	Standard Curb and Gutter	705	LF	\$ 17.00	\$ 11,985.00	\$ 15.00	\$ 10,575.00
17	Earthwork, Site Grading, and Seeding	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00
18	Retention Pond Excavation	2,710	CY	\$ 5.50	\$ 14,905.00	\$ 5.00	\$ 13,550.00
19	Retention Pond Outlet Structure w/30" RCP and 30" Apron, Removal of Concrete Plug, and Connection to Existing 30" RCP	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
20	Connection to Existing 8" Water Main	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00
21	Connection to Existing 16" Water Main including traffic control along 32nd Avenue South	1	EA	\$ 19,000.00	\$ 19,000.00	\$ 20,000.00	\$ 20,000.00
22	Connection to Existing Storm Sewer Manhole	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,042.00	\$ 1,042.00
23	48" Standard Storm Sewer Manhole	1	EA	\$ 1,900.00	\$ 1,900.00	\$ 2,000.00	\$ 2,000.00
24	48" Standard Storm Inlet	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00
25	Storm Water Management	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,700.00	\$ 1,700.00
26	2,000,000 Gallon Composite Elevated Water Storage Reservoir, w/Foundation, Riser Piping, 8'-0" by 8'-0" Control Room Manhole w/Sump and Sump Pump, Sump Pump Discharge Piping, Drains and Drain Piping, 8" Thick Reinforced Concrete Slab, Control Room Enclosure w/Circulator Pump, Piping, Electrical and Mechanical Work, Appurtenances, and Accessories	1	LS	\$ 2,610,648.00	\$ 2,610,648.00	\$ 2,646,000.00	\$ 2,646,000.00
27	Chain Link Fence w/Gates	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>TOTAL BASE BID =</b>					\$ 3,025,000.00	\$	3,081,000.00

## Opinion of Probable Construction Cost

City of Fargo Project WA0903 - Water Tower No. 11  
 Fargo, North Dakota  
 March 2010

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>WATER TOWER NO. 11</b>					
1	Mobilization	1	LS	\$ 80,000.00	\$ 80,000.00
2	6" PVC Tank Drain Line (DR 26)	60	LF	\$ 30.00	\$ 1,800.00
3	8" PVC Tank Drain Line (DR 26)	100	LF	\$ 20.00	\$ 2,000.00
4	12" RCP Storm Sewer	27	LF	\$ 30.00	\$ 810.00
5	15" RCP Storm Sewer	152	LF	\$ 35.00	\$ 5,320.00
6	16" C-905 PVC Water Main (DR 21)	485	LF	\$ 70.00	\$ 33,950.00
7	16" Uncased Fusible-PVC Water Main Bore	210	LF	\$ 150.00	\$ 31,500.00
8	6" Gate Valve w/Box	1	EA	\$ 900.00	\$ 900.00
9	8" Gate Valve w/Box	1	EA	\$ 1,200.00	\$ 1,200.00
10	16" Gate Valve w/Box	3	EA	\$ 7,000.00	\$ 21,000.00
11	6" Drain Hydrant	1	EA	\$ 2,500.00	\$ 2,500.00
12	Concrete Splash Pad	1	EA	\$ 1,500.00	\$ 1,500.00
13	8" Thickness Concrete Road w/8" Thickness Gravel Compacted in Place w/ Geotextile Fabric	1,330	SY	\$ 70.00	\$ 93,100.00
14	Access Road from 32nd Avenue S. w/Minimum 8" Thickness Gravel Compacted in Place w/Geotextile Fabric	1	LS	\$ 12,250.00	\$ 12,250.00
15	Standard Curb and Gutter	670	LF	\$ 12.00	\$ 8,040.00
16	Earthwork, Site Grading, and Seeding	1	LS	\$ 20,000.00	\$ 20,000.00
17	Retention Pond Excavation	2,710	CY	\$ 7.00	\$ 18,970.00
18	Retention Pond Outlet Structure w/30" RCP and 30" Apron, Removal of Concrete Plug, and Connection to Existing 30" RCP	1	LS	\$ 10,000.00	\$ 10,000.00
19	Connection to Existing 8" Water Main	1	EA	\$ 1,500.00	\$ 1,500.00
20	Connection to Existing 16" Water Main including traffic control along 32nd Avenue South	1	EA	\$ 15,000.00	\$ 15,000.00
21	Connection to Existing Storm Sewer Manhole	1	EA	\$ 2,000.00	\$ 2,000.00
22	48" Standard Storm Sewer Manhole	1	EA	\$ 3,000.00	\$ 3,000.00
23	48" Standard Storm Inlet	1	EA	\$ 2,000.00	\$ 2,000.00
24	Storm Water Management	1	LS	\$ 7,500.00	\$ 7,500.00
25	2,000,000 Gallon Composite Elevated Water Storage Reservoir, w/Foundation, Riser Piping, 8'-0" by 8'-0" Control Room Manhole w/Sump and Sump Pump, Sump Pump Discharge Piping, Drains and Drain Piping, 8" Thick Reinforced Concrete Slab, Control Room Enclosure w/Circulator Pump, Piping, Electrical and Mechanical Work, Appurtenances, and Accessories	1	LS	\$ 3,100,000.00	\$ 3,100,000.00
26	Chain Link Fence w/Gates	1	LS	\$ 19,200.00	\$ 19,200.00
<b>TOTAL BASE BID =</b>					<b>\$ 3,495,040.00</b>



ENGINEERING DEPARTMENT

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

March 31, 2010

W

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

Re: Emergency Sewer Repair Action Taken

Dear Commissioners:

On March 29, 2010 Street Department personnel reported a problem with the sewer manhole on 23<sup>rd</sup> Street between 3<sup>rd</sup> and 5<sup>th</sup> Avenue South. There was a large depression in the street and approximately 2 feet of water present in the bottom of the sanitary sewer manhole. Street Department personnel and equipment were able to open the sewer, however flow in the sewer was still restricted and appeared to be almost non-existent.

It appears the manhole bottom has settled and is causing flow restrictions that could result in sewer backup if not handled in an expedient manner. Our office has contracted with Dakota Underground under an emergency repair contract to immediately pursue the replacement of the sanitary manhole and approximately 25 feet of sewer main at this location. Dakota was chosen for this work because they had a crew available and the equipment necessary to perform the repair work in a timely manner. Dakota Underground moved a crew onto site on March 30 and will be undertaking repairs immediately.

The cause of the problem and the cost of the repair and not known at this time, but it is anticipated that the repair cost could be in the \$40-50,000 range.

Recommended Motion

Approve emergency sewer repair by Dakota Underground at 23<sup>rd</sup> Street between 3<sup>rd</sup> and 5<sup>th</sup> Avenue South – amount to be determined by time & materials and will be charged to Sewer Utility Fund.

Sincerely,

David W. Johnson, P.E.  
Deputy City Engineer

DWJ/bem  
C: Mark Bittner

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

March 31, 2010



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

Re: Agreement Regarding Special Assessments

Dear Commissioners:

Accompanying are Special Assessment and Memorandum Agreements for the unplatted property located west of The District of Fargo Addition (new Wal-Mart). The area of the deferral extends west to 45<sup>th</sup> Street from 52<sup>nd</sup> Avenue South to one-half mile south of 52<sup>nd</sup>.

The deferral period will extend until the area is platted and municipal infrastructure is installed with a maximum deferral period of 10 years. At the termination of the deferral period, all interest costs for the deferral period will be capitalized and added to the principal costs and special assessed to the benefitting property over a 25 year period.

As a condition of the deferral, the property owner agrees to dedicate, at no cost to the City, street right-of-way for 52<sup>nd</sup> Avenue, 42<sup>nd</sup> Street, 45<sup>th</sup> Street, and internal collector and local streets to be platted prior to development.

These agreements were approved by the Finance Committee at their March 30, 2010 meeting.

Recommended Motion

Approve Agreement Regarding Special Assessments and Memorandum Agreement for Landco Fargo, LTD property located south of 52<sup>nd</sup> Avenue South.

Sincerely,

Mark H. Bittner  
City Engineer

C: Dan Eberhardt  
Steve Sprague

**AGREEMENT REGARDING SPECIAL ASSESSMENTS**  
**(Landco Fargo, LTD)**

THIS AGREEMENT, made and entered into this 22 day of MARCH, 2010, by and between LANDCO FARGO, LTD., hereinafter called "Owner", and the CITY OF FARGO, NORTH DAKOTA, a municipal corporation ("City").

**WITNESSETH:**

**WHEREAS**, the undersigned is the owner of land referred to herein as described in Exhibit "A" attached hereto and incorporated herein by reference;

**WHEREAS**, City is planning to make improvements as described in Exhibit "B" attached hereto and incorporated herein by reference;

**WHEREAS**, City has agreed to defer special assessments on Owner's property including Tracts 1, 2 and 3; and

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

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

1. Landco Fargo, LTD. Parcel. That certain property situated in the County of Cass and State of North Dakota, more fully described as follows:

Tract 1

The West Half (W½) of the Northwest Quarter (NW¼) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, less right of way of record.

Tract 2

A Five (5) acre tract described as a strip of land One Hundred Sixty-five Feet (165') wide extending across the South side of the East Half (E½) of the Northwest Quarter (NW¼) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota.

Tract 3

Part of the North Half (N½) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW¼); thence S 02°05'48" E along the East line of said Northwest Quarter (NW¼) of Section Three (3); a distance of Seventy-five Feet (75'); thence S 88°03'49" W parallel to the North line of Section Three (3) a distance of Eighty-one and Sixteen Hundredths Feet (81.16') to the true point of beginning; thence continuing S 88°03'49" W parallel to the North line of Section Three (3) a distance of One Thousand Two Hundred Forty-one and Ten Hundredths Feet (1241.10') more or less to the West line of the East Half (E½) of said Northwest Quarter (NW¼); thence S 02°08'33" E along said West line, a distance of Two Thousand Two Hundred Fifty-one and Three Hundredths Feet (2251.03'), more or less, to a point on a line One Hundred Sixty-five Feet (165') North of and parallel to the South line of said North Half (N½) of Section Three (3); thence N 88°20'37" E parallel to the South line a distance of One Thousand Seven Hundred Fifteen and Thirty-three Hundredths Feet (1715.33'), more or less, to a point on the West line of The District of Fargo Addition; thence N 01°56'11" W along said West line a distance of One Thousand Nine Hundred Forty-eight and One Hundredth Feet (1948.01'), more or less, to a point on a line parallel to and Three Hundred Eighty-six and Ten Hundredths Feet (386.10') South of the North line of Section Three (3); thence S 88°03'49" W and parallel to said North line a distance of Four Hundred Eighty-two and Thirty Hundredths Feet (482.30'); thence N 01°56'11" W a distance of Three Hundred Eleven and Ten Hundredths Feet (311.10') to the point of beginning.

2. Subject Property. The property will be referred to as Landco Fargo, LTD. Parcel. Attached hereto and incorporated herein by reference as Exhibit "C" is a pictorial representation of the parcel.

3. The undersigned is the owner of the Subject Property which has been annexed to, and is presently incorporated as part of, the City of Fargo.

4. Owner understands and agrees that public improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other municipal improvements which are enumerated in N.D.C.C. § 40-22-01 will be constructed to serve the Subject Property as designated on Exhibit "A" attached hereto and incorporated herein by reference, and that special assessments therefor will be levied and assessed against the Subject Property for such improvements; accordingly, Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the

assessment of the costs thereof against the Subject Property. Notwithstanding the foregoing provisions, however, by entering into this agreement, the Owner is not waiving its right to protest the amount, benefit or any other assessment attribute in the event Owner determines, in its discretion, that the proposed improvements are excessive or are not reasonable in terms of their nature, scope or cost. Any such protest must be taken in the time prescribed by North Dakota law.

5. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for any improvements constructed and installed as provided in paragraph 3, above, as follows:

5.1 Deferral for Landco Fargo, LTD. Property. As to special assessments for Public Improvements in Landco Fargo, LTD. Parcel as aforesaid, said deferral shall continue for a period of time ending upon occurrence of the earliest of one of two "triggering events" which are defined as an occurrence that causes the removal of the deferred special assessments for the property in question, as follows:

5.1.1 Ten (10) years from the date of installation of arterial public improvements. "Arterial Public Improvements" shall be those public municipal infrastructure improvements to include streets, sewers, water, lighting and other miscellaneous improvements along roadways classified as "arterial roadways" under the functional classification system. For purposes of this agreement, Arterial Public Improvements include, without limitation, the streets, sewers, water and lighting improvements.

5.1.2 The date of installation of "Local Public Improvements" (local street utilities, paving, street lights, etc.) initiated by development request from Landco Fargo, LTD.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection as hereinabove provided, the total amount to be assessed shall be spread over a period equal to the original project assessment period (10 years street light and sidewalk assessment district and 25 years for all other types of assessment districts). Annual installments shall be determined in accordance with N.D.C.C. § 40-24-04 through §40-24-08 subject to a 25 year maximum period. The total amount to be assessed shall be the entire amount of the assessment as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners, including, without limitation, costs of construction, administrative, legal and engineering fees and interest. Interest on such costs shall accrue at a rate equal to the "Yield to Par Call" rate of the Bond Buyer 40 Index for the first business day of the month the cost or expenditure is incurred. [The Bond Buyer 40 is a Municipal Bond index published by The Bond Buyer magazine, said index based upon prices of 40 long-term municipal bonds.] In the event the Bond Buyer 40 Index is no longer available, then the interest rate shall be based upon an equivalent index of long-term municipal bonds.

7. For purposes of this Agreement, the date of installation of Local Public Improvements shall be defined as the date that Public Improvements required to fully service the subject property are functionally complete and assessed costs (to be deferred under the terms of this Agreement) have been certified and confirmed by the Board of City Commissioners.

8. As further consideration for this Agreement, Owner agrees to dedicate the necessary street and drain right-of-way over its property (including right-of-way utilities) at no cost to the City as follows:

52nd Avenue South

- 200' street right-of-way (100' each side of centerline)

42nd Street South

- 150' street right-of-way (75' each side of centerline)

45th Street South

- 200' street right-of-way (100' each side of centerline)

Internal collector and local streets as the tract is platted

The necessary right-of-way is inclusive of statutory right-of-way, if any.

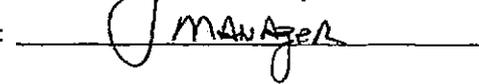
9. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns and shall run with the subject property. By the sale or other transfer, Owner, its heirs, successors and assigns may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

10. The parties hereto understand and agree that a Memorandum of this agreement shall be prepared and signed by both parties which shall make reference to the terms of this Agreement and shall be recorded in the office of the Cass County Recorder. The form of the Memorandum of Agreement shall be in accordance with the attached form which the parties incorporate herein by reference.

DATED the day and year first above written.

OWNERS:  
LANDCOFARGO, LTD.

By: 

Its: 

CITY OF FARGO

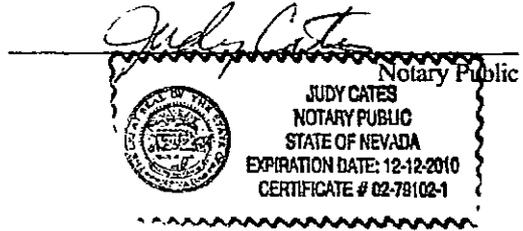
By \_\_\_\_\_  
DENNIS R. WALAKER, Mayor

ATTEST:

\_\_\_\_\_  
STEVEN SPRAGUE, City Auditor

STATE OF <sup>Nevada</sup> NORTH DAKOTA )  
 ) ss:  
COUNTY OF CASS <sup>Clark</sup> )

On this <sup>22<sup>nd</sup></sup> day of <sup>March</sup>, 2010, before me, a notary public in and for said county and state, personally appeared <sup>Larry Scheffler</sup>, to me known to be the <sup>Mgr.</sup> of LANDCO FARGO, LTD., described in and that executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same.



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

On this \_\_\_ day of \_\_\_\_\_, 2010, before me, a notary public in and for said county and state, personally appeared DENNIS R. WALAKER and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

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

Legal description prepared by:  
Mark Bittner, City Engineer  
City of Fargo  
200 North Third Street  
Fargo, ND 58102  
(701) 241-1545

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

EXHIBIT "A"

Tract 1

The West Half (W½) of the Northwest Quarter (NW¼) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, less right of way of record.

Tract 2

A Five (5) acre tract described as a strip of land One Hundred Sixty-five Feet (165') wide extending across the South side of the East Half (E½) of the Northwest Quarter (NW¼) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota.

Tract 3

Part of the North Half (N½) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW¼) of Section Three (3); thence S 02°05'48" E along the East line of said Northwest Quarter (NW¼) of Section Three (3); a distance of Seventy-five Feet (75'); thence S 88°03'49" W parallel to the North line of Section Three (3) a distance of Eighty-one and Sixteen Hundredths Feet (81.16') to the true point of beginning; thence continuing S 88°03'49" W parallel to the North line of Section Three (3) a distance of One Thousand Two Hundred Forty-one and Ten Hundredths Feet (1241.10') more or less to the West line of the East Half (E½) of said Northwest Quarter (NW¼); thence S 02°08'33" E along said West line, a distance of Two Thousand Two Hundred Fifty-one and Three Hundredths Feet (2251.03'), more or less, to a point on a line One Hundred Sixty-five Feet (165') North of and parallel to the South line of said North Half (N½) of Section Three (3); thence N 88°20'37" E parallel to the South line a distance of One Thousand Seven Hundred Fifteen and Thirty-three Hundredths Feet (1715.33'), more or less, to a point on the West line of The District of Fargo Addition; thence N 01°56'11" W along said West line a distance of One Thousand Nine Hundred Forty-eight and One Hundredth Feet (1948.01'), more or less, to a point on a line parallel to and Three Hundred Eighty-six and Ten Hundredths Feet (386.10') South of the North line of Section Three (3); thence S 88°03'49" W and parallel to said North line a distance of Four Hundred Eighty-two and Thirty Hundredths Feet (482.30'); thence N 01°56'11" W a distance of Three Hundred Eleven and Ten Hundredths Feet (311.10') to the point of beginning.

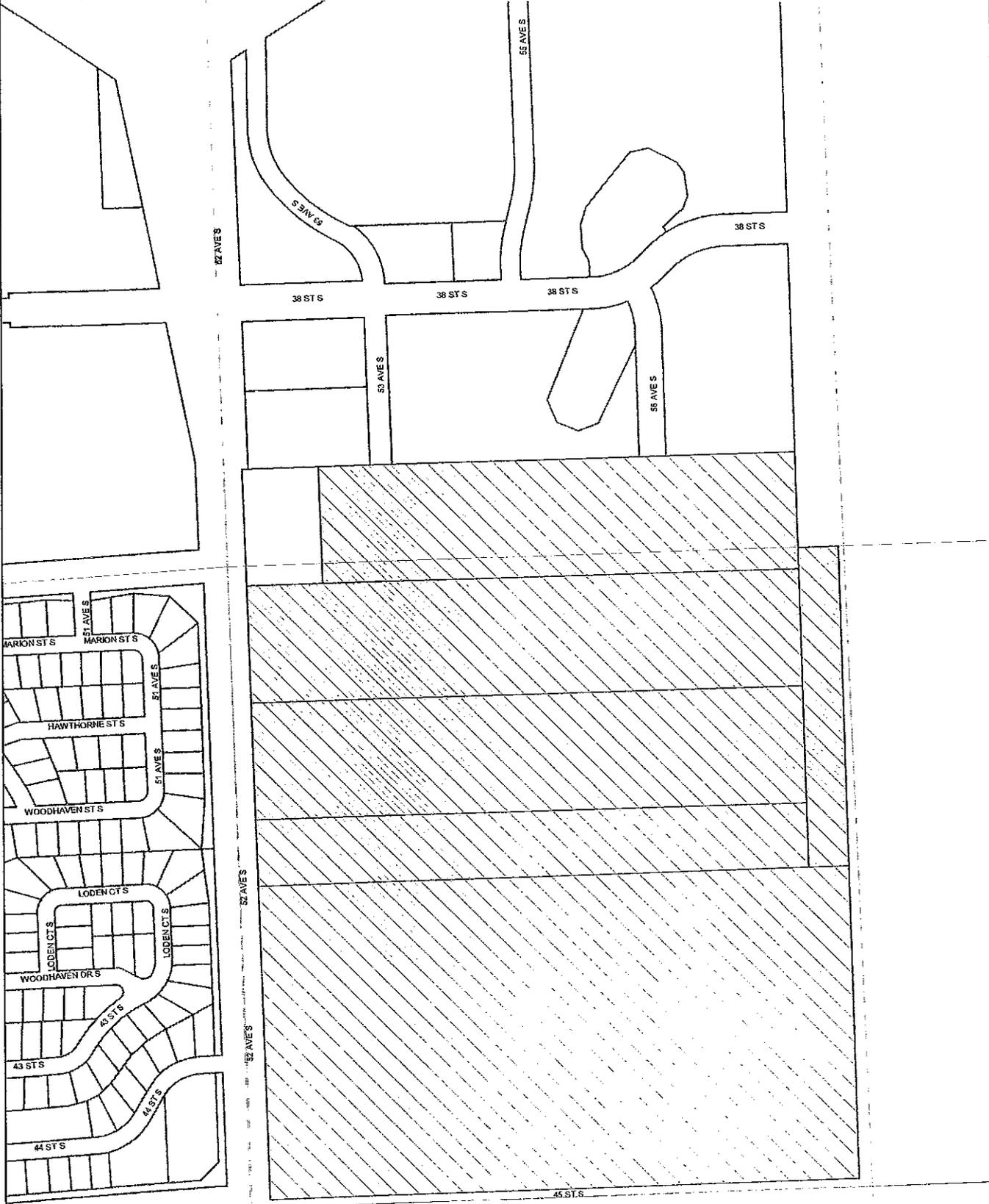
**EXHIBIT "B"**

Public Improvements to be funded by Special Assessments:

<u>District</u>	<u>Location</u>	<u>Type</u>
5314	52 <sup>nd</sup> Avenue South	R/W, Utilities, Paving, Street Lights (2008)
5740	The District	Utilities, Paving
5903	Drain 27	Drain Improvements (2009/2010)

In addition to the foregoing specific Special Improvement Districts, it is understood and agreed that any new Districts affecting the Subject Property will be automatically included as a special assessment under this exhibit. Future assessment Districts that will benefit the Subject Property include, but are not limited to, the following:

1. Other local municipal infrastructure as may be specifically requested by Owner and their heirs, administrators, successors and assigns are not considered eligible for deferral benefit.
- \* Storm water retention/detention benefits of the foresaid Improvement Districts will be assessed against the Landco Fargo, LTD. Parcel.



**Special Assessment Agreement**  
**Landco Fargo LTD**

01-22-2010

1:6,937

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features

**EXHIBIT C**



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

**MEMORANDUM AGREEMENT**

**THIS AGREEMENT**, made this 22 day of MARCH, 2010, by and between **THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, hereinafter called "First Party," and **LANDCO FARGO, LTD.**, hereinafter called "Second Party",

**WHEREAS**, the parties have entered into an Agreement Regarding Special Assessments (including, among other things, provisions and conditions for deferral of special assessments) concerning a tract of land lying in Cass County, North Dakota, said tract being more particularly described as follows:

Tract 1

The West Half (W½) of the Northwest Quarter (NW¼) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, less right of way of record.

Tract 2

A Five (5) acre tract described as a strip of land One Hundred Sixty-five Feet (165') wide extending across the South side of the East Half (E½) of the Northwest Quarter (NW¼) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota.

Tract 3

Part of the North Half (N½) of Section Three (3), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW¼) of Section Three (3); thence S 02°05'48" E along the East line of said Northwest Quarter (NW¼) of Section Three (3); a distance of Seventy-five Feet (75'); thence S 88°03'49" W parallel to the North line of Section Three (3) a distance of Eighty-one and Sixteen Hundredths Feet (81.16') to the true point of beginning; thence continuing S 88°03'49" W parallel to the North line of Section Three (3) a distance of One Thousand Two Hundred Forty-one and Ten Hundredths Feet (1241.10') more or less to the West line of the East Half (E½) of said Northwest Quarter (NW¼); thence S 02°08'33" E along said West line, a distance of Two Thousand Two Hundred Fifty-one and Three Hundredths Feet

(2251.03'), more or less, to a point on a line One Hundred Sixty-five Feet (165') North of and parallel to the South line of said North Half (N½) of Section Three (3); thence N 88°20'37" E parallel to the South line a distance of One Thousand Seven Hundred Fifteen and Thirty-three Hundredths Feet (1715.33'), more or less, to a point on the West line of The District of Fargo Addition; thence N 01°56'11" W along said West line a distance of One Thousand Nine Hundred Forty-eight and One Hundredth Feet (1948.01'), more or less, to a point on a line parallel to and Three Hundred Eighty-six and Ten Hundredths Feet (386.10') South of the North line of Section Three (3); thence S 88°03'49" W and parallel to said North line a distance of Four Hundred Eighty-two and Thirty Hundredths Feet (482.30'); thence N 01°56'11" W a distance of Three Hundred Eleven and Ten Hundredths Feet (311.10') to the point of beginning.

Attached hereto and incorporated herein by reference as Exhibit "A" is a pictorial representation of the parcel.

This Memorandum Agreement incorporates all the other terms and provisions of the Agreement Regarding Special Assessments between the parties dated \_\_\_\_\_, a copy of said agreement being on file at the office of the City Auditor, Fargo City Hall, 200 North Third Street, Fargo, North Dakota.

As provided in said Agreement Regarding Special Assessments, all provisions of said agreement shall be deemed to be covenants running with the land and shall be binding upon the heirs, executors, administrators, assigns, designees and successors in interest of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum Agreement the day and year first above written.

**CITY OF FARGO, NORTH DAKOTA**  
a municipal corporation

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

ATTEST:

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

OWNER:  
**LANDCO FARGO, LTD**  
By:   
Its: Manager

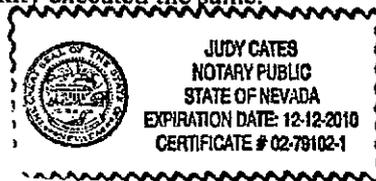
STATE OF NORTH DAKOTA )  
 ) ss:  
COUNTY OF CASS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a notary public in and for said county and state, personally appeared DENNIS R. WALAKER and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, the municipal corporation described in and that executed the within and foregoing agreement, and acknowledged to me that said corporation executed the same.

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

*Nevada*  
STATE OF ~~NORTH DAKOTA~~ )  
 ) ss:  
COUNTY OF ~~CASS~~ *Clark* )

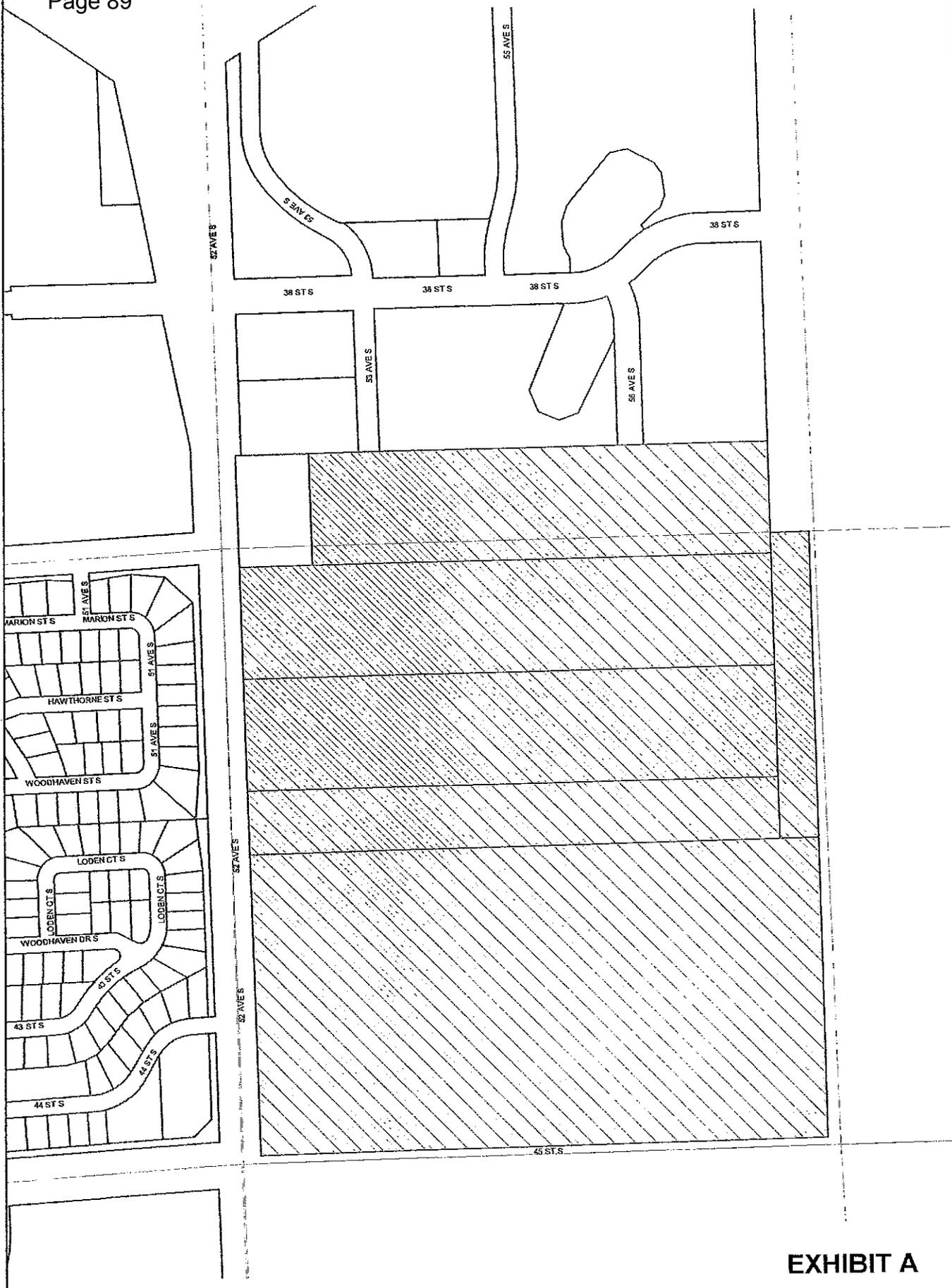
On this 22<sup>nd</sup> day of March, 2010, before me, a notary public in and for said county and state, personally appeared Larry Scheffler, to me known to be the Manager of LANDCO FARGO, LTD., the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.



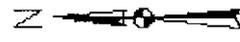
Judy Cates  
Notary Public

Legal description prepared by:  
Mark Bittner, City Engineer  
City of Fargo  
200 North Third Street  
Fargo, ND 58102  
(701) 241-1545

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



**EXHIBIT A**



**Special Assessment Agreement**  
**Landco Fargo LTD**

01-22-2010

1:6,937

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5683-04 Type: Engineering Services Contract

Location: FM Metro Flood Control Feasibility Study Date of Hearing: 3/30/10

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/5/10</u>
PWPEC File	<u>X</u>
Project File	<u>X</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>                    </u>

The Committee reviewed a cost proposal from Houston Engineering for unsteady HEC-RAS Hydraulic Modeling associated with Phase 3 of the FM Metro Flood Control Study. The modeling work was previously contracted with the City of Moorhead. The City of Fargo will be the new contracting agency for all Phase 3 engineering services with reimbursement from project partners: Moorhead, Clay County, SE Cass and Rush River Joint Board, ND State Water Commission (NDSWC) and the US Army Corps of Engineers (USACE).

On a motion by Pat Zavoral, seconded by Mark Bittner, the Committee voted to approve the contract for modeling services.

RECOMMENDED MOTION

Approve Engineering Services Contract with Houston Engineering in the amount of \$80,456 for Phase 3 Hydraulic Modeling on the FM Metro Flood Protection Study, Project No. 5683-04.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Moorhead, Clay County, SE Cass/Rush River Joint Board, USACE, NDSWC, Fargo (Flood Sales Tax)

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

COMMITTEE

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

ATTEST:

Mark H. Bittner  
 Mark H. Bittner  
 City Engineer

C: April Walker

Page 01  
 Mark Bittner

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**From:** C. Gregg Thielman [cgthielman@houstoneng.com]  
**Sent:** Tuesday, March 23, 2010 11:07 AM  
**To:** Mark Bittner; Bob Zimmerman  
**Cc:** Snyder, Aaron M MVP; Lee Beauvais  
**Subject:** FW: FM Metro Costs  
**Attachments:** image001.jpg; HEI Cost Proposal\_FM Metro - Unsteady Phase 3 3-16-2010.pdf

Mark/Bob,

Below is further description of the tasks included in our cost proposal relative to the unsteady modeling (Phase 3 hydrology).

Please let me know if you have any questions or need any additional information.

Thanks,

Gregg

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**From:** C. Gregg Thielman  
**Sent:** Tuesday, March 16, 2010 9:44 AM  
**To:** Snyder, Aaron M MVP; 'Evans, Craig O MVP'  
**Subject:** FM Metro Costs

Aaron/Craig,

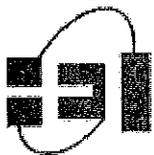
Attached is our cost estimate for additional unsteady HEC-RAS modeling and downstream impact evaluation for the FM Metro study using the EOE panel (Phase 3) hydrology. I've included costs for downstream impact evaluation, chasing downstream impacts, reporting, and preparing mapping products. Please note we have a current contract with the City of Moorhead for unsteady modeling work that includes responding to the ITR comments, completion of unsteady modeling using the Phase 2 hydrology (updated flows provided by Dan R.), and chasing downstream impacts (phase 2 hydrology). This work was included in the updated cost numbers we gave you a week or so ago. I generally tried to be conservative in these numbers to allow for some unanticipated work items that may come up.

Please let me know if you have any questions or need anything else.

Thanks,

Gregg

**Gregg Thielman, PE, CFM Vice President**

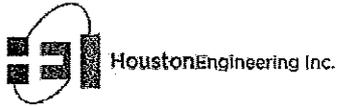


**HoustonEngineering Inc.**

1401 21st Avenue North, Fargo, ND 58102  
 Phone: 701.237.5065 / Fax: 701.237.5101  
 Direct: 701.499.2080 / Cell: 701.219.9546

Email: [cgthielman@houstoneng.com](mailto:cgthielman@houstoneng.com)

Website: [www.houstoneng.com](http://www.houstoneng.com)



Client: **U.S. Army Corps of Engineers - Cities of Fargo and Moorhead**

**FM Metro Flood Study Diversion Alternative Analysis - in-kind**

Project Name: **services proposal**

Date: **3/16/2010**

**Task 1 - Update unsteady HEC-RAS model based on EOE panel hydrology and quantify downstream impacts for 10-, 50-, 100-, and 500-year floods for two diversion alternatives (ND and MN alignments)**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	60	\$7,740.00
Engineer III	hr	240	\$27,360.00
Engineer V	hr	60	\$4,920.00
GIS Specialist	hr	40	\$3,280.00
Total Task 1=			\$43,300.00

**Task 2 - Extend downstream impacts downstream to zero impact location using existing hydraulic models and hydrology (EOE panel based) provided by the USACE for 10-, 50-, 100-, and 500-year floods for two diversion alternatives (ND and MN Alignments).**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	40	\$5,160.00
Engineer III	hr	160	\$18,240.00
Engineer V	hr	40	\$3,280.00
GIS Specialist	hr	16	\$1,312.00
Total Task 2=			\$27,992.00

**Task 3 - Update and finalize unsteady modeling report**

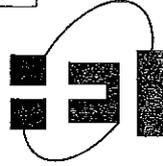
	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	8	\$1,032.00
Engineer III	hr	12	\$1,368.00
Engineer V	hr	4	\$328.00
GIS Specialist	hr	12	\$984.00
Clerical I	hr	4	\$228.00
Total Task 2=			\$3,940.00

**Task 4 - Downstream Impact Mapping**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	8	\$1,032.00
Engineer III	hr	8	\$912.00
GIS Specialist	hr	40	\$3,280.00
Total Task 2=			\$5,224.00

**\$80,456.00**

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT

**Project:** Fargo-Moorhead Metro Feasibility Study, Phase 2  
 Unsteady HEC-RAS Modeling and Mapping Assistance (EOE Hydrology)  
 Professional Services Agreement  
 HE Project No. 10\_6059\_025

**Client:** City of Fargo  
 200 North 3<sup>rd</sup> St.  
 Fargo, ND 58102  
 Phone (701) 241-1545  
 Attn: Mark Bittner, P.E., City Engineer

**Location of Project:** City of Fargo, Cass County, ND/City of Moorhead, Clay County, Minnesota

**Description of Work:** The City of Fargo has enlisted the assistance of Houston Engineering to provide unsteady hydraulic modeling and mapping assistance as part of in-kind services associated with the Fargo-Moorhead Metro Feasibility Study, Phase 2 being conducted by the U.S. Army Corps of Engineers, St. Paul District. The proposed work includes developing an unsteady HEC-RAS model of the Red River of the North and tributaries in the vicinity of Fargo and Moorhead as well as various mapping activities related to the project alternatives. This contract is for modeling and mapping efforts relative to the diversion alternatives that are being considered and updates related to revised hydrology (Phase 3) based on the EOE panel recommendations. The specific tasks to be performed are as follows:

- Task 1 - Update unsteady HEC-RAS model based on EOE panel (Phase 3) hydrology and quantify downstream impacts for 10-, 50-, 100-, and 500-year floods for two diversion alternatives (ND and MN alignments)
- Task 2 - Extend downstream impacts downstream to zero impact location using existing hydraulic models and hydrology (EOE panel based) provided by the USACE for 10-, 50-, 100-, and 500-year floods for two diversion alternatives (ND and MN Alignments).
- Task 3 - Update and finalize unsteady modeling:



Attn: Mark Bittner, P.E.  
Page 2  
March 31, 2010

- Task 4 - Downstream Impact Mapping:

**Fee:** The total fee for the above described tasks is \$80,456, as outlined in the attached Scope of Work (Attachment 1). The tasks will be performed based on our 2010 hourly rates (Attachment 2).

**Conditions:** Services will be invoiced monthly and are due and payable upon receipt.

**Limitation of Liability:** Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

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

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: Dennis R. Walaker

Signature: *C. Gregg*

Title: Mayor

Title: Vice President

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

Date: March 31, 2010



Client: **U.S. Army Corps of Engineers - Cities of Fargo and Moorhead**

**FM Metro Flood Study Diversion Alternative Analysis - in-kind**

Project Name: **services proposal**

Date: **3/16/2010**

**Task 1 - Update unsteady HEC-RAS model based on EOE panel hydrology and quantify downstream impacts for 10-, 50-, 100-, and 500-year floods for two diversion alternatives (ND and MN alignments)**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	60	\$7,740.00
Engineer III	hr	240	\$27,360.00
Engineer V	hr	60	\$4,920.00
GIS Specialist	hr	40	\$3,280.00
Total Task 1=			\$43,300.00

**Task 2 - Extend downstream impacts downstream to zero impact location using existing hydraulic models and hydrology (EOE panel based) provided by the USACE for 10-, 50-, 100-, and 500-year floods for two diversion alternatives (ND and MN Alignments).**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	40	\$5,160.00
Engineer III	hr	160	\$18,240.00
Engineer V	hr	40	\$3,280.00
GIS Specialist	hr	16	\$1,312.00
Total Task 2=			\$27,992.00

**Task 3 - Update and finalize unsteady modeling report**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	8	\$1,032.00
Engineer III	hr	12	\$1,368.00
Engineer V	hr	4	\$328.00
GIS Specialist	hr	12	\$984.00
Clerical I	hr	4	\$228.00
Total Task 2=			\$3,940.00

**Task 4 - Downstream Impact Mapping**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Engineer II	hr	8	\$1,032.00
Engineer III	hr	8	\$912.00
GIS Specialist	hr	40	\$3,280.00
Total Task 2=			\$5,224.00

**\$80,456.00**



The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc.

Engineer I	142.00 per hour
Engineer II	129.00 per hour
Engineer III	114.00 per hour
Engineer IV	92.00 per hour
Engineer V	82.00 per hour
Legislative/Grant Specialist	119.00 per hour
Environmental Scientist I	142.00 per hour
Environmental Scientist II	123.00 per hour
Environmental Scientist III	107.00 per hour
Environmental Scientist IV	92.00 per hour
Environmental Scientist V	82.00 per hour
Designer I	104.00 per hour
Designer II	87.00 per hour
Landscape Architect	92.00 per hour
Planner	92.00 per hour
Land Surveyor I	129.00 per hour
Land Surveyor II	114.00 per hour
Land Surveyor III	92.00 per hour
Land Surveyor IV	82.00 per hour
Construction Observer (Eng.) I	129.00 per hour
Construction Observer (Eng.) II	114.00 per hour
Construction Observer (Eng.) III	92.00 per hour
Construction Observer (Eng.) IV	82.00 per hour
Technician I	82.00 per hour
Technician II	75.00 per hour
Technician III	65.00 per hour
Technician IV	57.00 per hour
GIS Manager	107.00 per hour
GIS Developer	88.00 per hour
GIS Specialist	82.00 per hour
GIS Technician	66.00 per hour





**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. 5683-05

Type: Engineering Services Contract  
Amendments No. 4 & 5

Location: FM Metro Flood Control Feasibility Study

Date of Hearing: 3/30/10

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/5/10</u>
PWPEC File	<u>X</u>
Project File	<u>X</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>                    </u>

The Committee reviewed Contract Amendments No. 4 & 5 with Moore Engineering for extra work associated with the FM Metro Project. Contract Amendment No. 4 is for extra work previously completed as listed. Contract Amendment No. 5 is for additional work for Phase 3 of the Study to further develop the ND Diversion option and finalize the US Army Corps of Engineers (USACE) National Economic Development (NED) Plan.

On a motion by Pat Zavoral, seconded by Mark Bittner, the Committee voted to recommend approval of the contract amendments.

RECOMMENDED MOTION

Approve Contract Amendment No. 4 in the amount of \$245,978 and Amendment No. 5 in the amount of \$573,500 for the FM Metro Flood Study.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Moorhead, Clay County, SE Cass/Rush River Joint Board, USACE, NDSWC and Fargo (Flood Sales Tax)

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

COMMITTEE

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

ATTEST:

Mark H. Bittner  
Mark H. Bittner  
City Engineer

C: April Walker

**AMENDMENT NO. 4  
CITY OF FARGO  
ENGINEERING SERVICES AGREEMENT**

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

**Scope of Work**

Add the following:

The city desires to have the engineer continue with the development of the Fargo-Moorhead Metropolitan Feasibility Study, Diversion Alternatives. Additional engineering services are generally related to providing additional information related to input from environmental agencies, the Draft EIS, and the Draft 404 permit as well as updating hydraulic models based on the most up-to-date model which has been calibrated to the 2009 event as more completely outlined on the attached Scope of Work.

**Compensation**

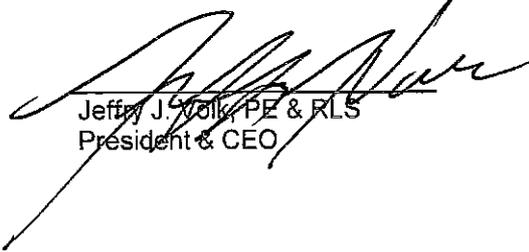
Amend the following:

- A. The City will pay the Engineer as follows:  
The fees associated with completing this amendment shall be as per the attached proposal. The cost of Amendment No. 4 is \$245,978.

**IN WITNESS WHEREOF**, this amendment to a contract dated the 15<sup>th</sup> day of June, 2009 has been executed this \_\_\_ day of \_\_\_\_\_, 2010.

WITNESS:  \_\_\_\_\_

MOORE ENGINEERING INC.

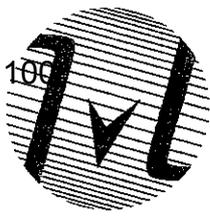
  
Jeffrey J. Volk, PE & RLS  
President & CEO

CITY OF FARGO

WITNESS: \_\_\_\_\_

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

Approved \_\_\_\_\_  
City Attorney



**Fargo-Moorhead Metropolitan Feasibility Study  
Diversion Channel Alternatives and Report Documentation  
Engineering Contract Amendment No. 4  
Fargo, North Dakota**

Our engineering team has been involved in numerous work items that are outside of the original tasks which involved updating diversion alignment designs and cost estimates. These tasks are largely centered around providing additional information related to input from environmental agencies, the Draft EIS, and the Draft 404 permit as well as updating hydraulic models based on the most up-to-date model which has been calibrated to the 2009 event. A more detailed list follows.

- Participation in Construction and Schedule Risk Assessment.
- Response to ATR comments.
- Provide existing conditions water surface profiles for all recurrence events for updated hydraulic model which included 2009 calibration.
- Provide economic profiles for 20,000 and 35,000 cfs MN Short capacities using updated hydraulic model.
- Provide information to Corps for inclusion in preliminary 404 permit including data compilation as well as presentation information.
- Response to various questions regarding Draft EIS from Corps.
- Preparation for and attend meetings with Cities, Corps and environmental agencies regarding preliminary design (November 10, December 2, 10, 22, February 3, 19).
- Compilation of data based on input from environmental agencies. This includes velocity data at hydraulic structures under varying flow conditions, flow depth through structures at very low flows, structure orientation and functionality in rivers, as well as a meeting between Barr Engineering and the Corps on January 20.
- Hydraulic analysis of likely results of 10,000 and 15,000 cfs MN diversion as potential NED plan based on preliminary results showing 20,000 cfs as NED.
- Compile and provide data to TKDA regarding railroad crossing design and cost estimates.
- Qualitative assessment of potential geomorphic and sediment transport considerations in design of hydraulic structures on Red, Wild Rice, Sheyenne, and Maple Rivers.
- Revision of rating curves for Wild Rice, Maple, Lower Rush, and Rush Rivers at project locations.
- Compilation and processing of USGS-measured flow velocity distribution across channels of Wild Rice, Sheyenne, and Maple Rivers.
- Development of preliminary 3-dimensional hydraulic model (for demonstration purposes; not for design) for hydraulic structures at Red and Sheyenne to evaluate flow velocity distribution under different flow conditions with and without Project.
- Concept-level evaluation of ice handling, freezing potential, fish passage, boat passage, sediment transport and erosion protection considerations in preliminary design of hydraulic structures.

- Update 3D renderings of hydraulic structures at Red, Wild Rice, Sheyenne, and Maple Rivers.
- Provide input to Corps regarding construction scheduling.
- Provide information regarding gage locations for ungaged areas for potential 2010 event related to FM Metro hydraulic models.
- Meeting attendance.
- Prepare for and attend meeting regarding alignment modifications.
- Compile data as requested by local interests and approved by Corps and City.
- Provide comments regarding hydraulic impact of potential geotechnical changes to MN diversion cross section.
- Memorandum presenting preliminary evaluation of potential geomorphic impacts associated with flood control project.
- Outline program of sediment transport field measurements during the upcoming spring event.
- Estimate of increased cost to modify width of Red River Structure gates from 40 to 50 feet in width.
- Preliminary design and cost estimate of modifications to Red River Structure to allow fish passage up to the 500-yr flood event.
- Project Management

The total cost of the work items outlined above is \$245,978.

---

**Fargo Moorhead Metro Flood Risk Management Project, Feasibility Study**  
**Moore Engineering, Inc. Personnel**

<b>Name</b>	<b>Description</b>	<b>Hourly Rate 2010</b>
Jeff Volk	Principal Engineer	\$ 140.00
Lee Beauvais	Senior Project Manager	\$ 135.00
Stuart Dobberpuhl	Senior Project Engineer	\$ 130.00
John Wirries	Professional Engineer	\$ 115.00
Mike Opat	Professional Engineer	\$ 115.00
Kyle Volk	Professional Engineer	\$ 115.00
Lyndon Pease	Project Engineer	\$ 100.00
Noel Borgen	Graduate Engineer	\$ 85.00
Chris Carlson	GIS Technician III	\$ 90.00
Gary Zimmer	GIS Technician II	\$ 80.00

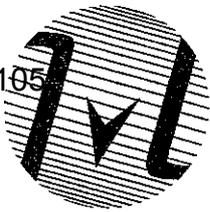
MOORE ENGINEERING, INC.  
BILLING SCHEDULE  
Effective January 1, 2010

<u>Description</u>	<u>Billing Rate</u> <u>Per Hour</u>
Principal Engineer	\$140.00
Senior Project Manager	\$135.00
Senior Project Engineer	\$130.00
Project Manager	\$120.00
Professional Engineer	\$115.00
Project Engineer	\$100.00
Construction Engineer	\$90.00
Graduate Engineer	\$85.00
Expert Witness	\$180.00
Building Codes Administrator	\$90.00
Engineering Technician III	\$80.00
Engineering Technician II	\$70.00
Engineering Technician I	\$60.00
CADD Manager	\$100.00
CADD Technician III	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$75.00
GIS Manager	\$115.00
GIS Technician III	\$90.00
GIS Technician II	\$80.00
GIS Technician I	\$75.00
Senior Land Surveyor	\$110.00
Land Surveyor	\$100.00
Survey Manager	\$95.00
GPS Survey Crew Chief	\$90.00
Survey Crew Chief	\$80.00
Survey Technician III	\$60.00
Survey Technician II	\$50.00
Survey Technician I	\$45.00
Receptionist	\$50.00
Administrative Assistant	\$55.00
Bookkeeper	\$70.00
Business Manager	\$120.00
Human Resource Assistant	\$70.00

*REIMBURSABLE EXPENSES*

Travel Expenses	Project Mileage	\$0.65
	Lodging	At Cost
	Meals	At Cost
	Per Diem	\$20.00
Survey Supplies	Iron Pins	\$1.25
	Fence Posts	\$5.00
	Motorized Offroad Vehicles	\$75.00
Miscellaneous	Project Expenses	At Cost
	Sub Consultants	At Cost





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**Fargo-Moorhead Metropolitan Feasibility Study  
Diversion Channel Alternatives and Report Documentation  
Engineering Contract Amendment No. 5  
Fargo, North Dakota**

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

- 1. Selection of NED Plan:** This item includes creating an updated reference model based on updated hydrology provided by the Corps of Engineers and creating water surface profiles for the necessary recurrence events for the 25,000, 30,000, and 35,000 cfs capacities in MN and the 35,000 cfs capacity in ND.

- a) Create Reference Model: \$17,500
- b) Create profiles for econ (3 MN capacities): \$101,500
- c) Create profiles for econ (1 ND capacity): \$48,500

Total Estimated Cost, Item 1: \$167,500

- 2. Hydraulic Analysis of Selected Plans:** This item includes hydraulic design of two diversion alternatives including one in Minnesota (NED) and one in North Dakota (35,000 cfs) as well as additional analysis of side inlet structures.

- a) MN alignment: \$41,000
- b) ND alignment: \$47,500
- c) Side inlets: \$10,000

Total Estimated Cost, Item 2: \$98,500

- 3. Drafting of Selected Plans:** This item includes drafting of two diversion alternatives in accordance with Corps guidelines including one in Minnesota (NED) and one in North Dakota (35,000 cfs).

- a) MN alignment (NED): \$7,000
- b) ND alignment (LPP): \$8,000

Total Estimated Cost, Item 3: \$15,000

- 4. GIS Support and Report Writing:** This item includes GIS support for other hydraulic and civil design items and writing a project report in accordance with Corps guidelines.

Total Estimated Cost, Item 4: \$12,500

- 5. Project Meetings and Management:** This item includes attendance at various project meetings including bi-weekly conference calls and project management.

Total Estimated Cost, Item 5: \$10,000

- 6. Agency Meetings and Environmental Issues:** This item includes preparation for, attendance at, and follow-up for up to four meetings with environmental agencies as well as responding to specific requests from the agencies and Corps regarding environmental issues. The estimated time below is for all project team members with the exception of Barr Engineering. Estimated time for Barr Engineering is included in item 7.

Total Estimated Cost, Item 6: \$20,000

- 7. Hydraulic Structures, Cost Estimating, Modeling, and Environmental Issues:** This item includes specific tasks related to revising hydraulic structure design including drafting, cost estimating, two-dimensional hydraulic modeling of specific structures, meetings with environmental agencies, and environmental issues that will be completed by Barr Engineering. A breakdown of specific tasks included in this item is attached to this cost proposal.

Total Estimated Cost, Item 7: \$250,000

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The total estimated cost of the work items outlined above is \$573,500.

**BARR ENGINEERING CO.**

**SCOPE OF WORK AND BUDGET**

**MARCH 16, 2010**

**FARGO MOORHEAD METRO STUDY**

**NED PLAN IDENTIFICATION, AND CLASS 4 DESIGN AND COST ESTIMATES FOR  
NED PLAN AND LPP WITH PHASE 3 HYDROLOGY**

**Introduction:**

During a conference call on Monday, March 15<sup>th</sup> Craig Evans and Aaron Snyder – U.S. Army Corps of Engineers (USACE) requested the Architect-Engineer team (A-E team: Moore Engineering, Houston Engineering, Barr Engineering) contracted by the City of Fargo to provide a budget estimate for completing several tasks during Phase 3 of the Fargo Moorhead Metro Study (henceforth referred to as “Phase 3”). These tasks are primarily driven by ongoing updates being carried out by the USACE on the hydrologic assessment of the Red River of the North floods, and also by the comments from the USACE Agency Technical Review team (ATR team) to the draft report of the Fargo-Moorhead Metro Feasibility Study prepared by the USACE Project Delivery Team (PDT) – version submitted in February 2010.

The main goals of the Phase 3 work are:

- To further identify the National Economic Development (NED) plan. The NED plan identified during the previous Phase 2 of the Fargo Moorhead Metro Study (henceforth referred to as “Phase 2”) was the MN-20K Alternative, i.e., the Minnesota Diversion Channel with a target diversion flow of 20,000 cfs. However, updates on the hydrology of the Red River of the North suggest that the NED plan could be associated with a larger target diversion flow.
- To develop Class 3 cost estimates for the NED plan, which is consistent with comments from the ATR team and Engineer Regulation 1110-2-1302 (USACE, 15 September 2008). It is assumed here that the NED plan will correspond to the Minnesota Diversion Channel, and that the target diversion flow will be between 25,000 and 35,000 cfs.
- To develop Class 3 cost estimates for the Locally Preferred Plan (LPP), which is consistent with comments from the ATR team and Engineer Regulation 1110-2-1302 (USACE, 15 September 2008). It is assumed here that the LPP will correspond to the ND-35K Alternative, i.e., the North Dakota Diversion Channel with a target diversion flow of 35,000 cfs.

**Scope of Work and Budget Summary for Phase 3 – Barr Engineering:**

Phase 3 is anticipated to require a similar level of effort as that in Phase 2. Labor and fees corresponding to Phase 2 work conducted by Barr Engineering total approximately \$320,000 as of March 12, 2010. However, the tasks to complete during Phase 3 are not necessarily the same as in Phase 2, or may require a different type/focus of analysis. **Barr's budget estimate to complete the tasks listed below during Phase 3 is approximately \$250,000.** The scope of work and approximate budget for each of the tasks in Phase 3 are as follows:

1. **Revise Rating Curves**

- **Task objective:** Determine the flows and associated stages (water surface elevations) to be used in the sizing of project hydraulic features based on Phase 3 Hydrology.
- **Task Description:** Using Phase 3 hydrology provided by the USACE (and working with John Wirries, Moore Engineering and Gregg Thielman, Houston Engineering) – revise rating curves for the Red River of the North, Wild Rice River, Maple River, Lower Rush River and Rush River.
- **Task Deliverable:** Brief technical memorandum presenting summary tables of flows and associated stages (water surface elevations) for different return periods.
- **Task Budget:** \$2,700.

2. **Revise Hydraulic Structures**

- **Task objective:** Modify hydraulic structures so that they are based on Phase 3 Hydrology and defined to a level consistent with a Class 3 Cost Estimate.
- **Task Description:** Revisions to the design of hydraulic structures at Red River of the North, Wild Rice River, Maple River, Lower Rush River and Rush River. This task would be needed if Task 1 above results in revised rating curves. It is assumed here that the basic layout and configuration of the hydraulic structures will not change from those proposed in Phase 2. This task will be carried out for two alignment alternatives, the NED plan and the LPP.
- **Task Deliverable:** Plan sheets depicting all hydraulic structures for the NED plan and the LPP. Note that these plan sheets will be part of the same deliverable that will be submitted for Task 10.
- **Task Budget:** \$14,720.

3. **Two-dimensional Modeling**

- **Task Objective:** Estimate the velocities that will occur at project hydraulic structures during various target flow scenarios to demonstrate to the regulatory agencies that fish passage can occur over a given range of flood events.
- **Task Description:** Two-dimensional (2D) modeling will be performed on hydraulic structures using the software ADH (ADaptive Hydraulics model). The

evaluation will be conducted at 7 locations, including the Control Structure and fish ladders on Red River of the North for Minnesota Diversion Channel, Control Structure and fish ladders on Red River of the North for North Dakota Diversion Channel, Control Structure and fish ladders on Wild Rice River, Aqueduct on Sheyenne River, Aqueduct on Maple River, the fish ramp associated with the Drop Structure on Lower Rush River, and the fish ramp associated with the Drop Structure on Rush River. For each of these locations, 2D models will be developed to compare across-channel velocity distributions with- and without-project for 2 flow conditions.

- **Task Deliverable:** Technical memorandum discussing the results of the 2D modeling along with color figures depicting across-channel (depth-averaged) flow velocity distributions for each modeling run.
- **Task Budget:** \$84,600.

#### 4. Ice Engineering Issues

- **Task Objective:** Improve modeling and design of project hydraulic features to more accurately represent the impacts of ice on flows, water levels and project costs.
- **Task Description:** The majority of this work will be through coordination with Andrew Tuthill – USACE Cold Regions Research and Engineering Laboratory. Barr will involve Andrew Tuthill in all ice engineering aspects of the project to further incorporate ice impacts on flows, water levels, and engineering features at hydraulic structures. Note that ice handling features at hydraulic structures will be identified in greater detail, but not designed.
- **Task Deliverable:** Technical memorandum addressing ice issues. In addition, engineered ice features needed at each hydraulic structure will be identified on appropriate plan sheets submitted as part of Task 10.
- **Task Budget:** \$4,800.

#### 5. Geo-reference Project Features

- **Task Objective:** Provide a level of detail in the design of the hydraulic structures on the project consistent with a Class 3 Cost Estimate by siting the structures at specific locations.
- **Task Description:** Geo-referencing of proposed locations for, and general civil design of hydraulic structures, making use of topographic information (LiDAR and channel bathymetric cross sections) and aerial photography, and developing site-specific details and calculation of quantities related to temporary cofferdams and haul roads for construction, as well as to permanent grading, tie-back levees and access roads.

- **Task Deliverable:** Plan sheets submitted as part of Task 10 and quantities supporting Class 3 Cost Estimates submitted as part of Task 8.
- **Task Budget:** \$25,580.

#### **6. Geotechnical Review**

- **Task Objective:** Validate cost assumptions associated with geotechnical features to ensure Class 3 Cost Estimate accuracy.
- **Task Description:** Review of geotechnical information obtained by the USACE in December 2009 that was not available to the A-E team before the January 6, 2010 submittal. It is assumed here that the corresponding geotechnical analyses will be conducted by the USACE. The review will focus on verifying pile length, bearing capacity and spacing at all hydraulic structures, as well as a qualitative assessment of site stability for each structure.
- **Task Deliverable:** Brief technical memorandum summarizing findings.
- **Task Budget:** \$5,840.

#### **7. Update Structural Design**

- **Task Objective:** Modify all hydraulic structural elements so that project detail is consistent with a Class 3 Cost Estimate accuracy.
- **Task Description:** Update structural design of hydraulic structures based on changes to the rating curves, site specific locations of each structure, ice issues and geotechnical review.
- **Task Deliverable:** The deliverable will be similar to Appendix F Exhibits A-C of the August 31, 2009 submittal.
- **Task Budget:** \$11,200.

#### **8. MCACES Cost Estimate**

- **Task Objective:** Update project cost estimate to a Class 3 Cost Estimate.
- **Task Description:** Update the work analysis for construction of main components of the project, i.e., Diversion Channel, Bridges, and Hydraulic Structures. The work analysis will follow the USACE's Civil Work Breakdown Structure to allow further refinements (compared to Phase 2) on the breakdown of labor, equipment and materials. This will include construction sequencing and schedule based on input obtained in Task 9. When required, cost estimates corresponding to Class 4 in the January 6, 2010 submittal will be developed to Class 3 in support of the NED plan and LPP.
- **Task Deliverable:** MCACES files for the NED plan and LPP.
- **Task Budget:** \$31,280.

**9. Coordination for Class 3 Cost Estimate**

- **Task Objective:** Include input from all appropriate sources to ensure a complete Class 3 Cost Estimate.
- **Task Description:** Coordination with the USACE and HDR about construction sequencing, contracting and schedule.
- **Task Deliverable:** Included in deliverable for Task 8 (i.e., MCACES files).
- **Task Budget:** \$8,420.

**10. Plan Sheets**

- **Task Objective:** Clearly depict all main project features for the NED and LPP.
- **Task Description:** Prepare plan sheets to depict main components of the hydraulic structures based on the new hydrology and detail added during this Phase 3. This task also includes updating 3D renderings of the hydraulic structures.
- **Task Deliverable:** Plan sheets and 3D renderings of hydraulic structures. It is assumed that the number of plan sheets for the hydraulic structures will be increased from approximately 17 in Phase 2 to approximately 20-22 in Phase 3. In addition, this task deliverable includes updates to 3D renderings of the hydraulic structures.
- **Task Budget:** \$8,200.

**11. Environmental Issues**

- **Task Objective:** Communication with environmental agencies.
- **Task Description:** Provide input to Jon Sobiech and Elliott Stefanik – USACE on environmental issues. It is assumed here that the level of input (in time) will be approximately 40% of that required during Phase 2.
- **Task Deliverable:** Letters, phone calls, emails and technical memorandums needed to communicate environmental issues.
- **Task Budget:** \$12,000.

**12. Meetings with Environmental Agencies**

- **Task Objective:** Prepare for, present at and attend project environmental meetings.
- **Task Description:** It is assumed that a total of 4 meetings will take place. Based on the level of effort required during Phase 2, it is also assumed that significant preparation time and follow-up will be required.
- **Task Deliverable:** Power point presentations at meetings.
- **Task Budget:** \$35,000.

13. **Project management**

- **Task Budget:** \$4,920.

3/25/2010

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

Study Tasks - Contract Amendment 5

Item No.	Description	Senior Project Manager		Senior Project Engineer		Professional Engineer		Project Engineer		Graduate Engineer		GIS Technician		CADD Technician		Task Personnel
		1	2	1	2	1	2	1	2	1	2	1	2	1	2	
<b>Item No. 1 Selection of NED Plan</b>																
1	Create Reference Models (includes hydrology work)	8		20		64		70								Moore: Lee Beauvais, Stu Dobberpuhl, Mike Opat, Lyndon Pease, Noel Borgen, John Wirtes, Houston: Gregg Thielman, Joe Lewis, Mike Lawrence, Barr: Sarah Stratton, Jeff Weiss, Peter Hinck, Katie Wennigmann
5	Create Profiles for Econ (3 Minnesota Capacities)	36		80		320		320		200						
5	Create Profiles for Econ (1 North Dakota Capacity)	10		20		160		160		100						
11	<b>Subtotal</b>	54		120		544		550		300						
<b>Estimated Labor Total - Item No. 1</b>																
<b>Item No. 2 Hydraulic Analysis of Selected Plans</b>																
<b>Minnesota Alignment</b>																
1	Construction of updated model alignment	6		8		8		24								Lee Beauvais, Stu Dobberpuhl, Mike Opat, Lyndon Pease, Noel Borgen, John Wirtes, Kyle Volk
	Set Boundary Conditions/Parameters for diversion design.			2		2		2								
	Optimize channel bottom width with input from Geotech.	8		8		8		8								
2	Run HEC-RAS for 500-YR Conditions (Resize Weir Adjust Gate Openings & Gate Settings for 500-yr Event)	8		8		10		10		4						
	Generate Figures and Tables for results			4		4		4								
	RAS4Economics															
a)	Run additional events for high flow (Readjust Weir, Adjust Gate Openings & Gate to Match HW for each of the events)	4		16		32		32								
b)	Run all events for year 25 and year 50 hydrology (Adjust Gate Openings & Gate to Match HW for each of the events)	8		16		40		40		8						
	Generate Figures and Tables for results	1		1		2		2		8						
	Insert final structure into RAS model	1		2		8		8		24						
<b>North Dakota Alignment</b>																
1	Construction of updated model alignment	6		8		8		24								Lee Beauvais, Stu Dobberpuhl, Mike Opat, Lyndon Pease, Noel Borgen, John Wirtes, Kyle Volk
	Set Boundary Conditions/Parameters for diversion design.			4		2		2								
	Optimize channel bottom width with input from Geotech.	8		8		10		10								
1	Coordinate hydrologic/hydraulic design of tributary structures	4		8		8		8								
2	Run HEC-RAS for 500-YR Conditions (Resize Weir Adjust Gate Openings & Gate Settings for 500-yr Event)	8		8		12		12		4						
	Generate Figures and Tables for results			4		4		4								
	RAS4Economics															
a)	Run additional events for high flow (Readjust Weir, Adjust Gate Openings & Gate to Match HW for each of the events)	4		16		36		36								
b)	Run all events for year 25 and year 50 hydrology (Adjust Gate Openings & Gate to Match HW for each of the events)	8		16		44		44		8						
	Generate Figures and Tables for results	1		1		2		2								
	Insert final structures into RAS model	1		4		10		10								
<b>Side Inlets</b>																
1	Review side inlet drainage areas	2		4		8		8		16						Moore: Lee Beauvais, Stu Dobberpuhl, Mike Opat, Noel Borgen, Kyle Volk, Houston: Rick St. Germain, Brian Pattengale
2	Review existing/coincidental flood elevations	2		2		8		8		2						
2	Review and estimate outside drainage strategy	2		2		8		8		8						
	Update side inlet structure design for coincidental events	1		2		12		12		8						
12	<b>Subtotal</b>	83		154		282		282		58						
<b>Estimated Labor Total - Item No. 2</b>																

Estimated Labor Total - Item No. 2 Round to: \$98,465

Estimated Labor Total - Item No. 1 Round to: \$167,500

Item No. 3 Drafting of Selected Plans	Principal Eng		Senior Project Manager		Senior Project Engineer		Professional Engineer		Project Engineer		Graduate Engineer		GIS Technician		CADD Technician		Task Personnel	
Minnesota Alignment																		
Plan View Drawings																		
Quantities																		
Contractor Limits (Includes ROW)																		
North Dakota Alignment																		
Plan View Drawings																		
Quantities																		
Contractor Limits (Includes ROW)																		
<b>Subtotal</b>	0	12	0	42	0	0	0	0	0	0	0	0	0	0	108		Brian Pattengale, Adam Walker, Kevin Cochran, Steve Hanson	
<b>Estimated Labor Total - Item No. 3 \$15,090 Round to: \$15,000</b>																		
Item No. 4 GIS Support and Report Writing																		
Compile Data/Create Drawings for Report																		
Working Map Creation/Updates																		
Drawing/Map support for Environmental Agencies																		
Write Alternatives Report																		
<b>Subtotal</b>	2	8	10	30	4	0	0	0	0	0	0	0	0	68			Lee Beauvais, Stu Dobberpuhl, John Wirries, Gary Zimmer, Chris Carlson	
<b>Estimated Labor Total - Item No. 4 \$12,630 Round to: \$12,500</b>																		
Item No. 5 Project Meetings and Management																		
Project Meetings (Including Bi-weekly Call)																		
Project Management																		
<b>Subtotal</b>	8	20	20	20	4	24	0	0	0	0	0	0	0	0	0			
<b>Estimated Labor Total - Item No. 5 \$9,920 Round to: \$10,000</b>																		
Item No. 6 Agency Meetings and Environmental Issues																		
Prepare for four meetings with Corps and Agencies																		
Attend four meetings with Corps and Agencies																		
Follow-up on requests following Agency Meetings																		
Respond to requests from Corps related to EIS/Env. Issues																		
<b>Subtotal</b>	4	8	12	8	24	4	8	12	8	12	12	8	0	0	0			
<b>Estimated Labor Total - Item No. 6 \$20,060 Round to: \$20,000</b>																		
Item No. 7 Hydraulic Structures, Cost Estimating, Modeling, and Environmental Issues																		
Revise Rating Curves - Tributaries																		
Revise Hydraulic Structures																		
Two-Dimensional Modeling																		
Ice Engineering Issues																		
Geo-reference Project Features																		
Geotechnical Review																		
Updated Structural Design																		
MCACES Cost Estimate																		
Coordination for Class 3 Cost Estimate																		
Plan Sheets - Structures																		
Environmental Issues																		
Meetings with Environmental Agencies																		
<b>Subtotal</b>	12	36	52	32	24	8	8	12	12	12	8	0	0	0	0			
<b>Estimated Labor Total - Item No. 7 \$250,000</b>																		
<b>Estimated Labor Total - All Items \$573,500</b>																		

Task time estimates outlined in attachment from Barr Engineering

Task to be completed by Barr Engineering

Project personnel outlined in attachment from Barr Engineering



**Fargo Moorhead Metro Flood Risk Management Project, Feasibility Study**  
**Moore Engineering, Inc. Personnel**

<b>Name</b>	<b>Description</b>	<b>Hourly Rate 2010</b>
Jeff Volk	Principal Engineer	\$ 140.00
Lee Beauvais	Senior Project Manager	\$ 135.00
Stuart Dobberpuhl	Senior Project Engineer	\$ 130.00
John Wirries	Professional Engineer	\$ 115.00
Mike Opat	Professional Engineer	\$ 115.00
Kyle Volk	Professional Engineer	\$ 115.00
Lyndon Pease	Project Engineer	\$ 100.00
Noel Borgen	Graduate Engineer	\$ 85.00
Chris Carlson	GIS Technician III	\$ 90.00
Gary Zimmer	GIS Technician II	\$ 80.00

MOORE ENGINEERING, INC.  
BILLING SCHEDULE  
Effective January 1, 2010

<u>Description</u>	<u>Billing Rate</u> <u>Per Hour</u>
Principal Engineer	\$140.00
Senior Project Manager	\$135.00
Senior Project Engineer	\$130.00
Project Manager	\$120.00
Professional Engineer	\$115.00
Project Engineer	\$100.00
Construction Engineer	\$90.00
Graduate Engineer	\$85.00
Expert Witness	\$180.00
Building Codes Administrator	\$90.00
Engineering Technician III	\$80.00
Engineering Technician II	\$70.00
Engineering Technician I	\$60.00
CADD Manager	\$100.00
CADD Technician III	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$75.00
GIS Manager	\$115.00
GIS Technician III	\$90.00
GIS Technician II	\$80.00
GIS Technician I	\$75.00
Senior Land Surveyor	\$110.00
Land Surveyor	\$100.00
Survey Manager	\$95.00
GPS Survey Crew Chief	\$90.00
Survey Crew Chief	\$80.00
Survey Technician III	\$60.00
Survey Technician II	\$50.00
Survey Technician I	\$45.00
Receptionist	\$50.00
Administrative Assistant	\$55.00
Bookkeeper	\$70.00
Business Manager	\$120.00
Human Resource Assistant	\$70.00

*REIMBURSABLE EXPENSES*

Travel Expenses	Project Mileage	\$0.65
	Lodging	At Cost
	Meals	At Cost
	Per Diem	\$20.00
Survey Supplies	Iron Pins	\$1.25
	Fence Posts	\$5.00
	Motorized Offroad Vehicles	\$75.00
Miscellaneous	Project Expenses	At Cost
	Sub Consultants	At Cost

Name	Initials	Category	Hourly rate in 2010
Brian LeMon	BKL	Principal Engineer/Scientist	\$ 140.00
Bill Forsmark	WJF	Principal Engineer/Scientist	\$ 170.00
Nancy Dent	NJJ	Principal Engineer/Scientist	\$ 155.00
Ivan Contreras	IAC	Principal Engineer/Scientist	\$ 155.00
Tim Skoglund	TWS	Principal Engineer/Scientist	\$ 190.00
Tor Hansen	TSH	Principal Engineer/Scientist	\$ 140.00
Miguel Wong	MW1	Senior Consultant/Advisor	\$ 135.00
Bill Spychalla	WWS	Senior Consultant/Advisor	\$ 140.00
Omid Mohseni	OMM	Senior Consultant/Advisor	\$ 135.00
Paul Nielsen	PKN	Senior Consultant/Advisor	\$ 140.00
David Hibbs	DEH	Senior Consultant/Advisor	\$ 145.00
Tom MacDonald	TEM	Senior Consultant/Advisor	\$ 140.00
Sarah Stratton	SMS	Senior Consultant/Advisor	\$ 115.00
Matt Metzger	MRM	Senior Engineer/Scientist	\$ 90.00
Jeff Weiss	JDW	Senior Engineer/Scientist	\$ 95.00
Greg Williams	SGW	Senior Engineer/Scientist	\$ 95.00
Jed Greenwood	JDG	Senior Engineer/Scientist	\$ 115.00
Katie Wenigmann	KOW	Engineer/Scientist	\$ 90.00
Peter Hinck	PJH2	Engineer/Scientist	\$ 90.00
Brandon Barnes	BJB	Engineer/Scientist	\$ 90.00
Amanda Sachi	ATS	Engineer/Scientist	\$ 70.00
Cordelle Thomasma	CBT	Engineer/Scientist	\$ 90.00
Whitney Eriksson	WDE	Engineer/Scientist	\$ 90.00
Aaron Mielke	AMM	Engineer/Scientist	\$ 85.00
Joe Morgan	JMM2	Senior Technician	\$ 95.00
Max Jouppe	MJJ	Technician	\$ 65.00

Description	Rate <sup>5</sup> (U.S. dollars)
Principal Engineer/Scientist .....	\$100-210
Senior Consultant/Advisor <sup>1</sup> .....	\$90-210
Senior Engineer/Scientist <sup>2</sup> .....	\$80-120
Engineer/Scientist <sup>2</sup> .....	\$65-90
Computer Specialist .....	\$55-120
Senior Technician <sup>3</sup> .....	\$60-110
Technician <sup>3</sup> .....	\$40-75
Communication Specialist .....	\$70-130
Support Service/Technical Manager .....	\$80-155
Support Personnel <sup>4</sup> .....	\$35-95

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, long-distance telephone charges, audio and video conferencing, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

<sup>1</sup> Includes senior specialists in biology, chemistry, ecology, engineering, environmental science, geology, hydrogeology, industrial hygiene, information technology, landscape architecture, meteorology, public affairs and soil science.

<sup>2</sup> Includes biologists, chemists, ecologists, engineers-in-training, engineers, environmental scientists, geologists, hydrogeologists, industrial hygienists, information technology specialists, landscape architects, meteorologists, and soil scientists.

<sup>3</sup> Includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, interns, safety technicians, surveyors, and water, air and waste samplers.

<sup>4</sup> Includes information specialist, project accounting, report production, word processing, and other project support personnel.

<sup>5</sup> Rates do not include sales tax on services that may be required in some states.



PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Federal TE  
CSSI

Sales Tax  
Special Assessments

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

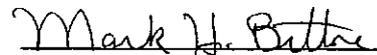
Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:

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

# **TRANSPORTATION ENHANCEMENT PROJECT**

**Project No. TEU-8-984(120)123**

---

Prepared by

**CITY OF FARGO  
FARGO, NORTH DAKOTA**

[www.ci.fargo.nd.us/](http://www.ci.fargo.nd.us/)

**CITY ENGINEER  
Mark Bittner**

**Principal Author: Joshua C. Olson, PE  
ULTEIG ENGINEERS, INC.**

**March 2010**

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## I. Executive Summary

### Project Introduction

The purpose of this Project Concept Report (PCR) is to determine the type, size and location of a pedestrian bridge and the location of a shared use path connecting the existing pedestrian facilities at 40<sup>th</sup> Avenue South and 32<sup>nd</sup> Avenue South to best serve the residents of Fargo, particularly those that live in the developing area of the south parts of the City, who are expected to be the primary users of the path.

Bicycling provides popular transportation and recreational opportunities for people of all ages in the Fargo-Moorhead metropolitan area. Bicycling is an efficient, economical, and environmentally sound alternative mode of transportation compared to the automobile.

A portion of this project will be funded with Federal Transportation Enhancement Funds. Therefore, this Project Concept Report will be reviewed by the North Dakota Department of Transportation (NDDOT) and the Federal Highway Administration (FHWA).

### Project Schedule

*Plans Complete:* April 2, 2010

*Bid Opening:* June 18, 2010

**Alternatives** (Note: See pages 9 through 15 of the PCR for the layout sketches)

*No Build Alternative:* No Build

*36<sup>th</sup> Street Path:* From 38<sup>th</sup> Avenue to 32<sup>nd</sup> Avenue South

*Alternative 1:* 36<sup>th</sup> St / 38<sup>th</sup> Ave Path w/ Pedestrian Bridge – Concrete Superstructure  
(Approximately 123 feet long)

*Alternative 2:* 36<sup>th</sup> St / 38<sup>th</sup> Ave Path w/ Pedestrian Bridge – Pre-Fabricated Steel Superstructure  
(Approximately 123 feet long)

*Engineering Issues:* Utility Coordination concerns during design and construction

*Environmental Issues:* An NPDES Permit may be required  
City of Fargo non-building floodplain development permit  
USACE Section 404 permit

*Funding Notes:* Funding breakouts between Transportation Enhancement funds (TE) with a maximum contribution of \$280,000 and local funds to be determined.

### City of Fargo Decisions

1. Do you concur in the project concepts as proposed?

Yes

No

2. Which shared use path sections should be constructed with this project?

No Build Alternative

36<sup>th</sup> Street S – 38<sup>th</sup> Avenue S to 40<sup>th</sup> Avenue S

36<sup>th</sup> Street S – 35<sup>th</sup> Avenue S to 38<sup>th</sup> Avenue S

38<sup>th</sup> Avenue S – 36<sup>th</sup> Street S to extension of Stonebridge path

Evaluate possible alignments for future construction north of 35<sup>th</sup> Avenue S to connect to the shared use path system on 32<sup>nd</sup> Avenue S. Possible alternatives include: along 36<sup>th</sup> Street only, or along 35<sup>th</sup> Avenue S from 36<sup>th</sup> Street to 33<sup>rd</sup> Street, and then north along 33<sup>rd</sup> Street from 35<sup>th</sup> Avenue S to 32<sup>nd</sup> Avenue S.

3. Which bridge structure alternative should be selected?

No Build Alternative

Alternative 1: 36<sup>th</sup> Street S Pedestrian Bridge – Concrete Superstructure  
(Estimated Cost = \$363,000)

Alternative 2: 36<sup>th</sup> Street S Pedestrian Bridge – Pre-Fabricated Steel  
Superstructure (Estimated Cost = \$380,000)

4. Which 36<sup>th</sup> Street shoulder widening alternative should be selected?

No Build Alternative

4 ft asphalt shoulder on east side from 32<sup>nd</sup> Avenue S to station 22+50 where curb gutter begins in front of Fleet Farm

2 ft asphalt shoulder on west side from 32<sup>nd</sup> Avenue S to Drain 27

5. How should the funding for the local portion be raised?

Special Assessments

Infrastructure Sales Tax Dollars

A Mix of Special Assessments and Infrastructure Sales Tax Dollars



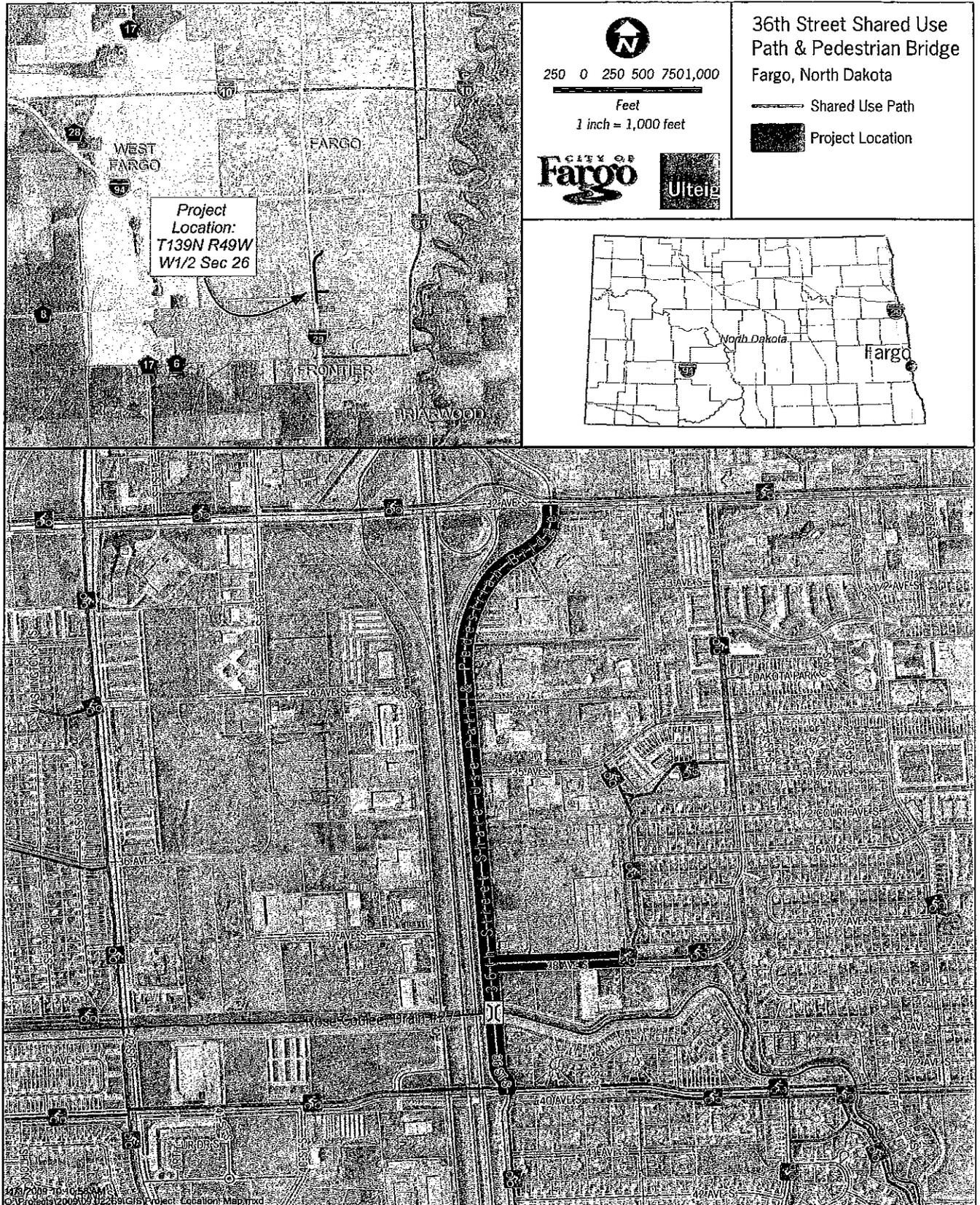


Figure II-1 Project Location Map

### III. Alternatives

#### A. Description of the No-Build Alternative

The “No-Build” Alternative consists of maintaining the existing shared use path network. This alternative does not address the need to provide connectivity between the residents and businesses on the north side of Drain 27 and the shared use path network and residents on the south side of Drain 27. It also would not enhance transportation opportunities for alternate modes of travel in the developing southern areas of the City.

#### B. Description of the Proposed Build Alternatives

The following build alternatives were prepared for this project:

- 36<sup>th</sup> Street Path (From 38<sup>th</sup> Avenue to 32<sup>nd</sup> Avenue South)
- Alternative 1: 36<sup>th</sup> Street / 38<sup>th</sup> Avenue Path w/ Pedestrian Bridge – Concrete Superstructure
- Alternative 2: 36<sup>th</sup> Street / 38<sup>th</sup> Avenue Path w/ Pedestrian Bridge – Pre-Fabricated Steel Superstructure

##### 1. Proposed Improvement Common to all Build Alternatives

###### a. Geometry

The design speed for the shared use path would be 20 mph. Therefore the maximum longitudinal slope would be five (5) percent, vertical clearance to obstruction would be eight (8) feet, horizontal clearance to obstruction would be two (2) feet, and the recommended minimum radius for the horizontal alignment would be one hundred (100) feet.

The proposed horizontal geometry would follow the existing alignment of 36<sup>th</sup> Street South and be located approximately two (2) feet off the existing right-of-way. The profile of the shared use path would be lower than the existing roadway to maintain the existing drainage and reduce or prevent any impacts to the adjacent properties. (See Figure III-3)

###### b. Typical Section

The proposed typical section for the shared use path is shown in Figure III-1. This alternative includes a 4 inch x 10 foot concrete shared use path on both approaches of the proposed bridge and also along both the 36<sup>th</sup> Street South and 38<sup>th</sup> Avenue South corridors. The shared use path would connect the proposed pedestrian bridge with the existing 10 foot concrete paths located at 32<sup>nd</sup> Avenue South, 40<sup>th</sup> Avenue South, and 37 ½ Avenue South.



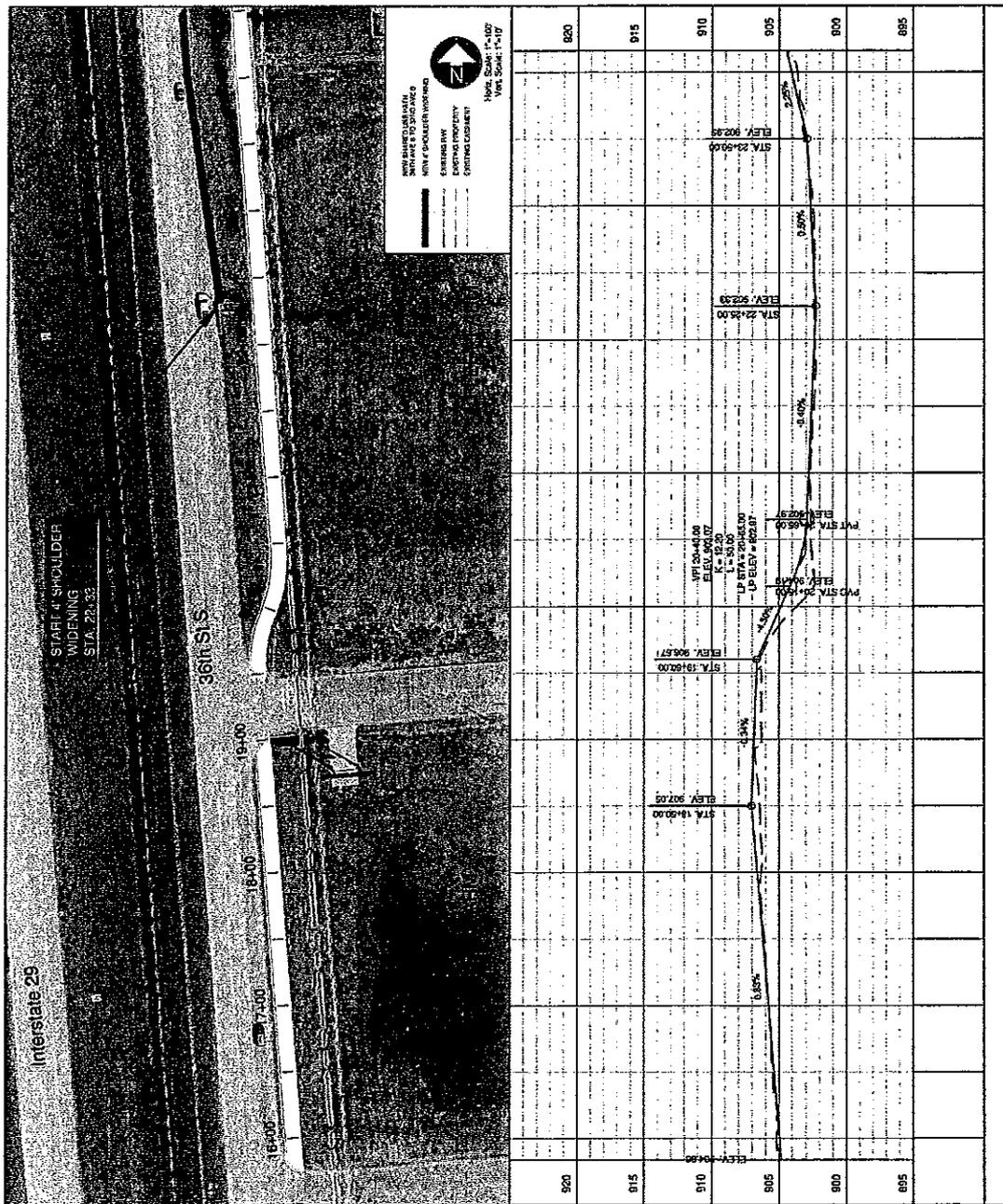


Figure III-3 Project Plan and Profiles (3 of 7)

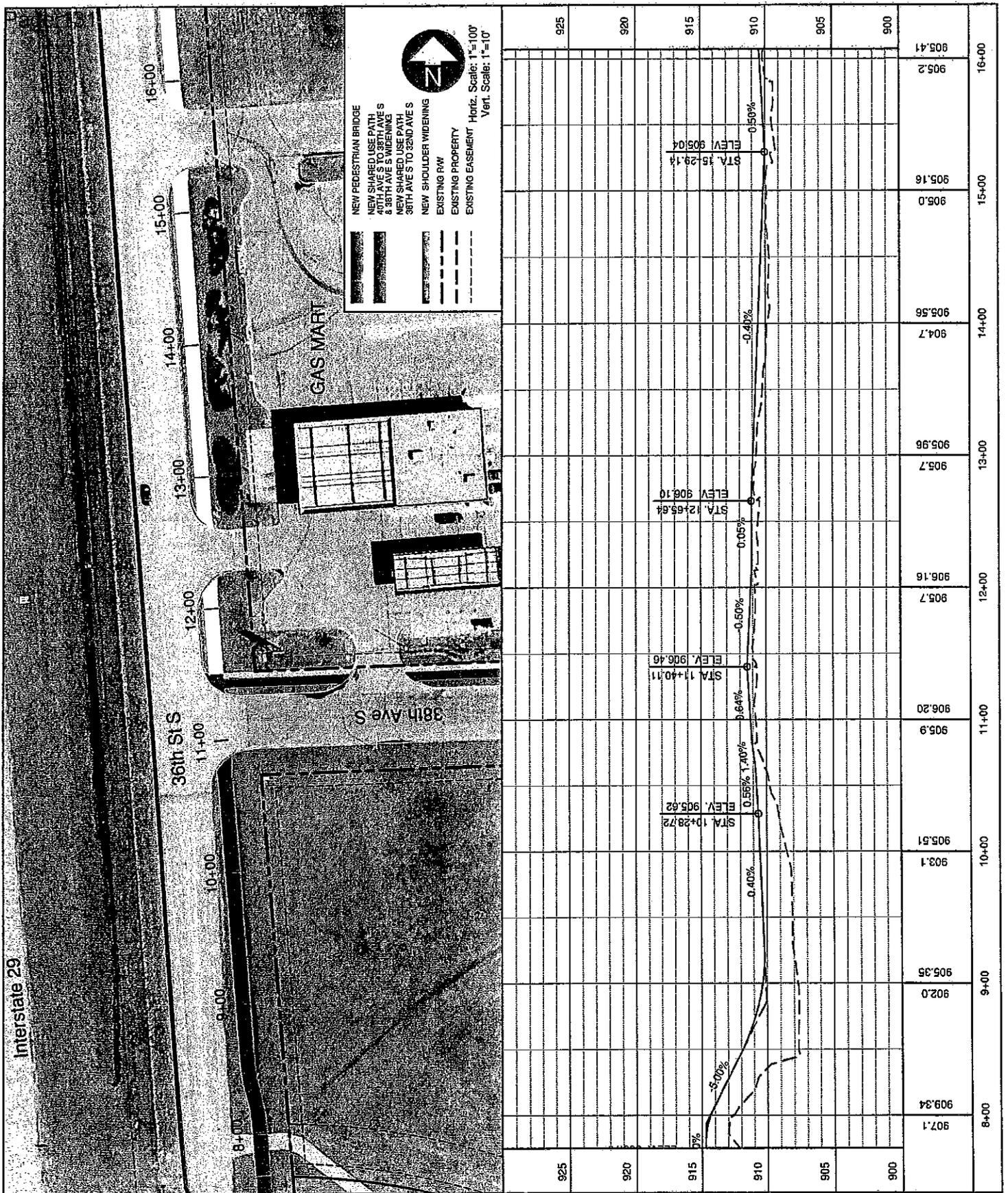


Figure III-3 Project Plan and Profiles (2 of 7)

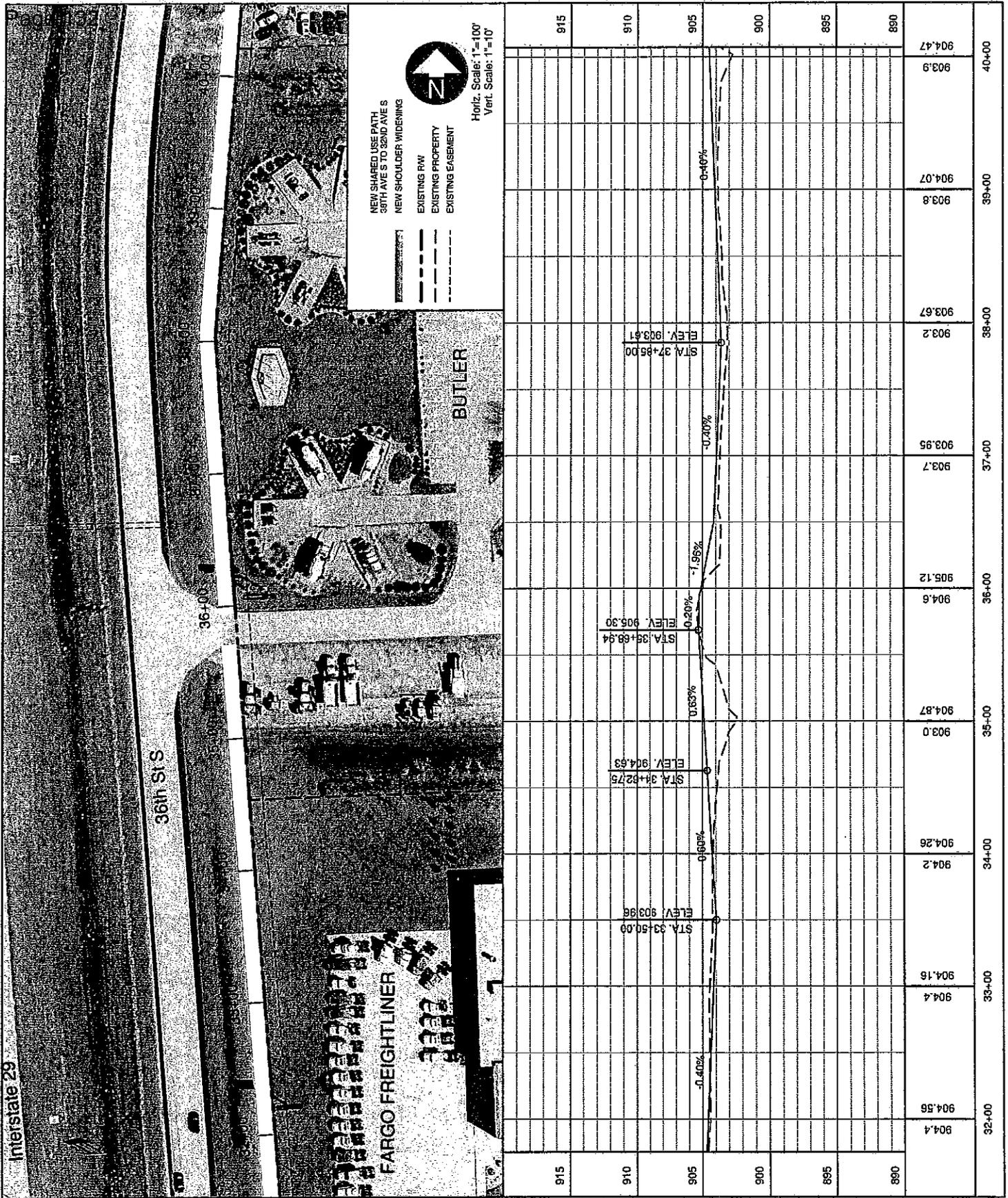


Figure III-3 Project Plan and Profiles (5 of 7)

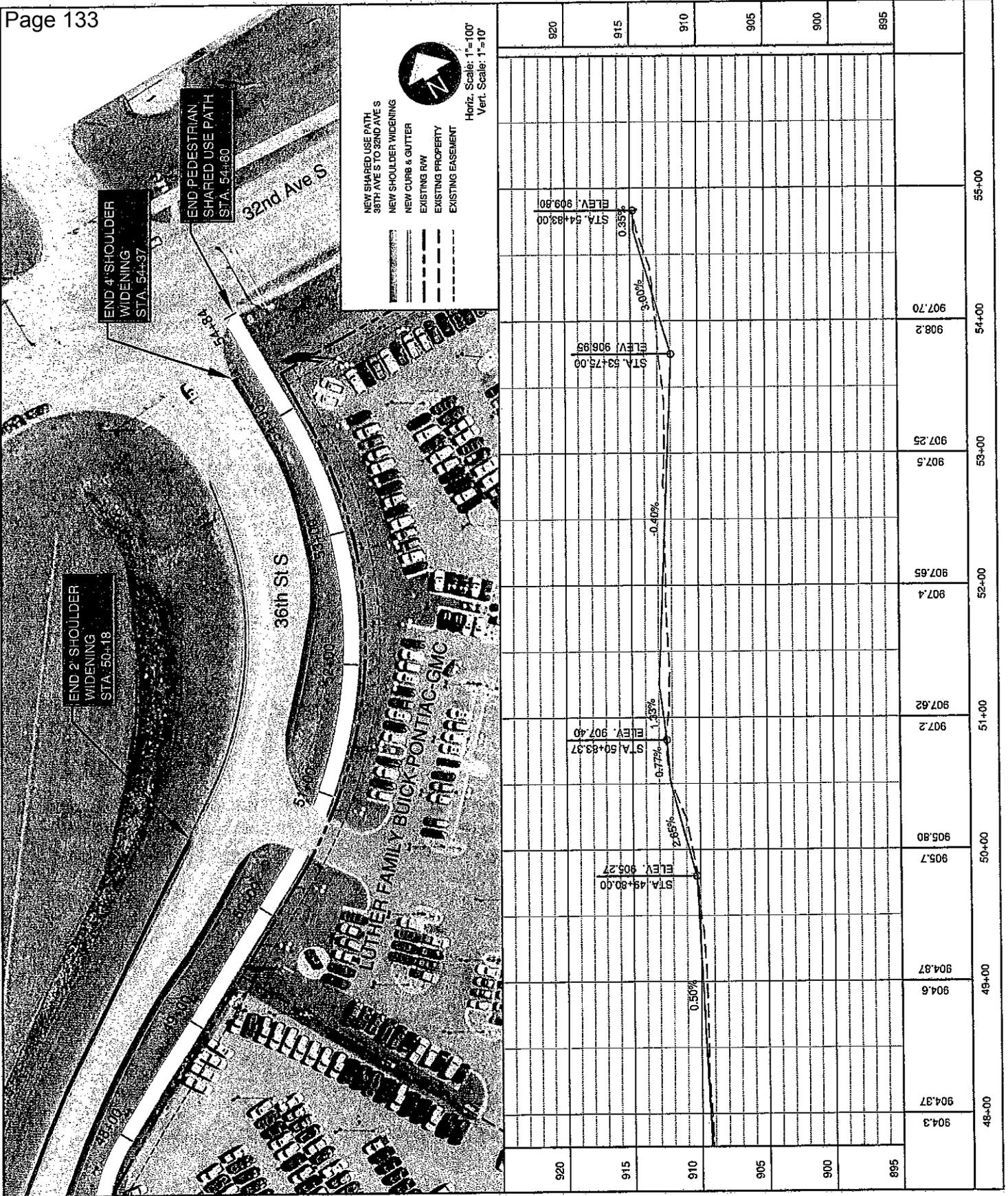


Figure III-3 Project Plan and Profiles (7 of 7)

This alternative would also include the construction of a pedestrian bridge approximately one hundred twenty three (123) feet long located perpendicular (90° angle) to the existing channel (see Figure III-3). The bridge substructure would include cast-in-place concrete abutments and be supported by deep foundation piling. The superstructure would consist of a single span cast-in-place concrete deck supported by a pair of prestressed concrete I-beams, which would also serve as curb/rail for the bridge. The concrete deck would be located at mid-depth of the two adjacent concrete I-beams. The prestressed concrete I-beams would be manufactured off site and then be transported to the site and installed. The concrete deck clear width would be ten (10) feet wide. The concrete superstructure would also include pedestrian railing and rub rail to provide safety for the public. The proposed cross-section of the concrete superstructure is shown in Figure III-4.

a. General Analysis

A cursory analysis of this alternative was completed and provided the following advantages and disadvantages to building the pedestrian bridge perpendicular to Drain 27 with a concrete superstructure:

- The advantages to building the concrete superstructure include the following:
  - Lower construction cost
  - Construction material would match adjacent vehicle bridge
  - Provides connectivity across Drain 27 for pedestrians
  - Improves corridor safety
- The disadvantages to building the concrete superstructure include the following:
  - Longer project duration

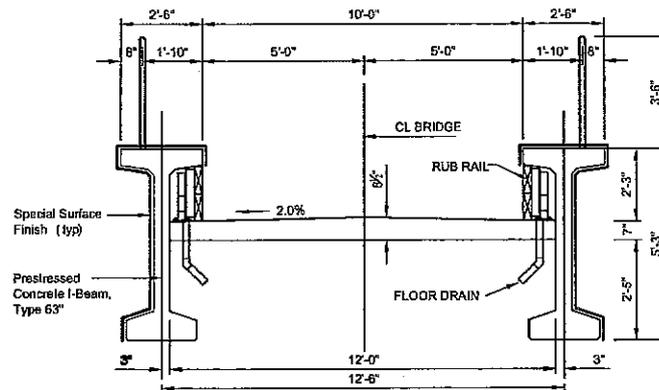


Figure III-4 Concrete Superstructure

3. Alternative 2: 36<sup>th</sup> St / 38<sup>th</sup> Ave Path w/ Pedestrian Bridge – Pre-fabricated Steel Superstructure

This alternative includes the construction of a new shared use path along 36<sup>th</sup> Street South from 38<sup>th</sup> Avenue South to 40<sup>th</sup> Avenue South and the widening of the existing sidewalk from four and a half (4.5) feet to ten (10) feet along 38<sup>th</sup> Avenue South from 36<sup>th</sup> Street South to approximately 33<sup>rd</sup> Street South.

This alternative would also include the construction of a new pedestrian bridge approximately one-hundred twenty three (123) feet long located perpendicular to the existing channel (see

- Construction staging including control of traffic with flagging operations during material delivery, borrow placement, concrete placement, and shoulder widening
- Construction staging with roadway segments closed to through traffic and detouring during non-business hours. If a detour is utilized a possible route would be 33<sup>rd</sup> Street South to 35<sup>th</sup> Avenue South.

There will likely be some short term road closures during the shoulder work associated with this project. During those times traffic will be detoured around the work zone. The project manager will work with businesses that need road access to 36<sup>th</sup> Street South during any closures.

**D. Schedule and Summary of Estimated Costs**

The following is a summary of the project schedule:

<b>Table III-1 Project Schedule</b>	
Public Input Meeting	January 14, 2010
Project Concept Report Submittal	March 4, 2010
PS & E Review	March 29, 2010
Plans Complete	April 2, 2010
Bid Opening (NDDOT)	June 18, 2010
Completion Date	September 1, 2010

The improvements are programmed to use federal Transportation Enhancement funding (TE) with a maximum contribution of \$280,000. The City of Fargo will be responsible for any additional cost beyond the \$280,000. The detailed cost estimates are presented in Appendix 2. A summary of costs is provided as follows:

<b>Table III-2 Opinion of Project Cost</b>			
	Estimated Costs		
	Federal	Local	Total
36 <sup>th</sup> Street Path (From 38 <sup>th</sup> Ave to 32 <sup>nd</sup> Ave S)	-	\$359,000	\$359,000
36 <sup>th</sup> Street Widening (4' East Shoulder)	-	\$104,000	\$104,000
36 <sup>th</sup> Street Shoulder Surfacing (2' West Shoulder)	-	\$56,000	\$56,000
Alternative 1: 36 <sup>th</sup> St / 38 <sup>th</sup> Ave Path w/ Pedestrian Bridge – Concrete Superstructure	\$280,000	\$276,000	\$556,000
Alternative 2: 36 <sup>th</sup> St / 38 <sup>th</sup> Ave Path w/ Pedestrian Bridge – Pre-Fabricated Steel Superstructure	\$280,000	\$293,000	\$573,000

**E. Maintenance Responsibility**

All proposed improvements are within the existing Drain 27 or public right-of-way, and/or a public utility easement. The City of Fargo will assume maintenance responsibility after construction.

Table IV-1 Wetland Impact Table

Wetland Number	Location	LONG / LAT (Dec. Deg.)	Cowardin Class.	Wetland Type	Wetland Feature	Wetland Size (acres)	Wetlands Protected Under E.O. 11990	USACE Juris. Wetlands*	Wetland Impacts	
									Temp	Perm
1	Sec. 26, T139N, R49W	-96.83785302310 46.83092326920	PEMCx	Ditch	Artificial	0.005	X	X	0	0.005
2	Sec. 26, T139N, R49W	-96.83822160720 46.83060516620	PEMAx	Ditch	Artificial	0.025	X	X	0	0.025
3	Sec. 26, T139N, R49W	-96.83867092710 46.82996596720	PEMAx	Ditch	Artificial	0.005	X	X	0	0.005
4	Sec. 26, T139N, R49W	-96.83885862590 46.82655104510	PEMAx	Ditch	Artificial	0.007	X	X	0	0.007
5	Sec. 26, T139N, R49W	-96.83880585850 46.82551879970	PEMAx	Ditch	Artificial	0.016	X	X	0	0.016
6	Sec. 26, T139N, R49W	-96.83875225220 46.82504063530	PEMAx	Ditch	Artificial	0.019	X	X	0	0.019
7	Sec. 26, T139N, R49W	-96.83858360940 46.82078706010	PEMAx	Ditch	Artificial	0.003	X	X	0	0.003
8	Sec. 26, T139N, R49W	-96.83859219550 46.82099227320	PEMAx	Ditch	Artificial	0.006	X	X	0	0.006
<b>TOTALS</b>									<b>0.00</b>	<b>0.086</b>

\*USACE Jurisdictional Determination assumed.

\*\*Wetland Basin size was determined an office delineation completed by Ulteig Engineers on January 28, 2010.

**F. Unaffected Categories**

The following impact categories will be unaffected by this project:

Land Use  
 Prime and Unique Farmlands  
 Social, Relocations, Economic  
 Water Body Modification  
 State Scenic River/Floodplains  
 Cultural Resources

Visual  
 Hazardous Waste  
 Energy  
 Trees  
 Low Income and Minority Living Areas  
 Section 4(f) Involvement and 6(f) Involvement

the pedestrian bridge. The following is a summary of the agency and public input activities associated with this project:

November 24, 2009	Initial Solicitation of Agency Views
December 27, 2009 & January 3, 2010	Meeting notice published in the <u>Fargo Forum</u>
January 14, 2010	Public Input Meeting
January 29, 2010	Revised Solicitation of Agency Views
March, 2010	Fargo City Commission Review

North Dakota Department of Transportation  
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT  
URBAN FEDERAL AID PROJECT

**Federal Award Information—To be provided by NDDOT**

CFDA No.: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Bennett Kubischta

Telephone: 691-328-3555

**Notice to Subrecipients:** Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

WB

32nd

Project No. TEU-8-984(120)123 City of Fargo

Location: 36<sup>th</sup> Street from ~~32<sup>nd</sup>~~ Avenue South to 40<sup>th</sup> Avenue South – See Attachment A, Figure I  
Type of Improvement: Pedestrian Bridge, Shared Use Path, and Roadway Widening

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Fargo, North Dakota, hereinafter referred to as the City, who agree that:

It is in the best interest of both parties to have the City construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the City with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The City agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$280,000. The balance of the project cost is the obligation of the City. Funding is further defined in Attachment A, which is attached and incorporated by reference.

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the City, prior to FHWA approval of the program documents for the project.

**PART I**

**City Obligation:**

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract; changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. Comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulations of the Federal Department of Transportation, 49 CFR Part 21, and Executive Order 11246, relative to the employment practices under any engineering contract awarded in conjunction with this agreement. If the City fails to comply with the federal or state civil rights requirements of this agreement, sanctions may be imposed by FHWA or NDDOT as may be appropriate, including, but not limited to:
  - a. Withholding of payments to the City under the agreement until the City causes compliance, or
  - b. Cancellation, termination, or suspension of the agreement, in whole or in part.

**PART II**

**Contracting and Construction:**

1. Ten weeks before the bid opening date the City will:
  - a. Submit the final plans to NDDOT.
  - b. Certify that the right of way has been acquired in its name and at its sole expense, and in conformity with state and federal law and NDDOT's current edition of *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
  - c. Provide NDDOT with the permit or agreement authorizing utility facilities to be installed or continued on, under or over the right of way.
  - d. Provide NDDOT with all permits or clearances required for the construction of the project by state or federal law.
2. On behalf of the City, NDDOT will:
  - a. Prepare the bid proposals, print and distribute the proposals and plans, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
  - b. Evaluate the bids as to the sufficiency of Small Business participation and the bidder's good faith efforts in satisfying the requirements of the current edition of special provision, *Small Business Participation* and 49 CFR Part 26, Participation by DBE in DOT programs. NDDOT shall have exclusive authority in evaluating the adequacy of Small Business participation.
  - c. Tabulate the bids and send to the City.
  - d. Concur in the award of the contract, after the City has executed the contract, for the sole purpose of enabling the City to procure federal aid for the construction of the project.
  - e. Distribute copies of the plans to the parties.
3. The City will:
  - a. Review bids to determine the lowest responsible bidder.
  - b. Execute the contract.
  - c. Distribute copies of the executed contract and contract bond to NDDOT and the prime contractor.
4. During the construction of the project, the City will:
  - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual*, the *Construction Manual*, and the *Standard Specifications for Road and Bridge Construction*.
  - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.

- c. Make all records available to NDDOT and FHWA for inspection upon request. The City will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the City.
- d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

### PART III

#### Post Construction:

After the project is completed the City agrees to:

1. Control the length and location of curb openings for access. The width of such access opening shall not exceed that shown on the plans. If the traffic corridor intersects a state highway, the City must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways. Access is further defined in Attachment A, which is attached and incorporated by reference herein.
2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
4. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
5. Provide maintenance to the completed project at its own cost and expense. Maintenance is further defined in Attachment A, which is attached and incorporated by reference herein.
6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

### PART IV

#### General:

1. NDDOT will make all contract payments on behalf of the City. Payment will be made upon receipt of the engineer's estimate. The City will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the City fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the City; this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the City out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the City who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the City shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the City, and such officer, employee, or person has not participated in such acquisition for and in behalf of the City.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. NDDOT requires contracts executed with counties, cities, other state agencies, and Indian tribes to comply with OMB Cir. A-133.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer  
ND Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

Mark Bittner  
\_\_\_\_\_  
City Engineer  
\_\_\_\_\_  
200 North 3<sup>rd</sup> Street  
\_\_\_\_\_  
Fargo, ND 58102

7. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Executed by the City of Fargo, North Dakota, the date last below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)  
Erik Johnson

SIGNATURE

DATE

City of Fargo

\*

NAME (TYPE OR PRINT) Dennis R. Walaker

SIGNATURE

\* Mayor

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)  
Steve Sprague

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

\*Mayor or President City Commission

DOT 19256 (Div. 38)  
L.D. Approved 4-12-93; 4-09  
DK 3-5-10

**Routine\* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** State – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

**CERTIFICATE OF FINANCIAL RESPONSIBILITY**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE LIABILITIES ASSUMED BY THE STATE OF NORTH DAKOTA OR THE COVERAGES THAT MAY BE AFFORDED BY ANY INSURANCE CARRIERS OR SELF-INSURED FUNDS.

LIABILITY OF THE STATE IS CREATED AND LIMITED BY ENACTMENT OF CHAPTER 32-12.2 OF THE NORTH DAKOTA CENTURY CODE. AS OF APRIL 22, 1995, ALL TERMS, CONDITIONS, STATUTES OF LIMITATIONS APPLY AS OUTLINED THEREIN. DAMAGES THAT MAY BE PAID WITHOUT SPECIFIC LEGISLATIVE AUTHORITY FOR EVENTS OCCURRING PRIOR TO AUGUST 1, 1997, ARE \$250,000 PER PERSON AND \$750,000 PER OCCURRENCE; ON OR AFTER AUGUST 1, 1997, \$250,000. PER PERSON AND \$1,000,000 PER OCCURRENCE.

THE STATE OF NORTH DAKOTA HAS FUNDED FOR THIS LIABILITY EXPOSURE AT A LEVEL DETERMINED BY AN INDEPENDENT ACTUARY.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO: To Whom it May Concern

ON THIS DATE OF: April 16, 1998

BY:

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE OF THE  
STATE OF NORTH DAKOTA OFFICE OF  
MANAGEMENT AND BUDGET

**ATTACHMENT A**  
Cost Participation and Maintenance Agreement  
36<sup>th</sup> Street  
From 32<sup>nd</sup> Avenue South to 40<sup>th</sup> Avenue South  
Project No. TEU-8-984(120)123

- 1) This project involves the construction of a shared use path and a pedestrian bridge along the east side of 36<sup>th</sup> Street and the widening of 36<sup>th</sup> Street. The project limits extend from 32<sup>nd</sup> Avenue South to 40<sup>th</sup> Avenue South and are shown on Attachment A Figure 1.
  
- 2) Federal funds are for construction costs only.
  
- 3) Federal funds can only be used for those items necessary for the construction of the shared use path and pedestrian bridge.
  
- 4) Any modifications to existing access or proposed additional access now or in the future to 36<sup>th</sup> Street must be coordinated through the NDDOT's Fargo District Office.
  
- 5) Fargo is responsible for all maintenance activities necessary for the upkeep of this facility. Activities within the ditch that involve items such as alteration of the ditch bottom or changes in pipe elevations must be coordinated with the NDDOT's Fargo District Office.

GOVERNING SPECIFICATIONS:  
Standard Specifications adopted by the North Dakota  
Department of Transportation, October, 2008; Standard Drawings  
currently in effect; and other Contract Provisions submitted herein.

DESIGN DATA:  
Bike Trail Design Speed 20 mph

FARGO  
SEC. 26, T139N, R49W



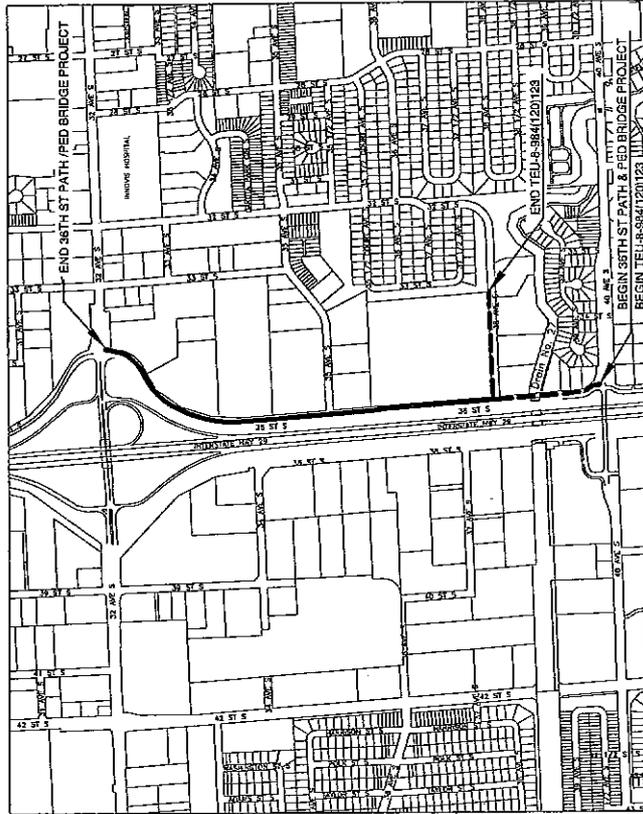
# CITY OF FARGO, NORTH DAKOTA

FEDERAL AID PROJECT  
TEU-8-984(120)123

36TH STREET SHARED USE PATH & PEDESTRIAN BRIDGE  
CITY OF FARGO PROJECT NUMBER 5905-01  
ULTEIG PROJECT NUMBER 09.02269

2010

LOCATION MAP



APPROVAL OF CITY ENGINEER

I, MARK HITTNER, P.E., CITY ENGINEER FOR THE CITY OF FARGO, NORTH DAKOTA, HEREBY APPROVE THESE PLANS FOR 36TH ST. SHARED USE PATH & PEDESTRIAN BRIDGE, IMPROVEMENT DISTRICT 5905-01, FARGO, NORTH DAKOTA AS SHOWN ON THE ACCOMPANYING PLANS.

MARK HITTNER, P.E.  
CITY ENGINEER  
FARGO, NORTH DAKOTA

DATE: \_\_\_\_\_ REG. NO. PE-1958

I HEREBY CERTIFY THAT THE ATTACHED PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

JOSHUA C. OLSON, PE  
DATE: \_\_\_\_\_ REG. NO. PE-5493

Attachment A  
Figure 1



**AGREEMENT REGARDING RIGHT OF ENTRY  
WITH RELATED LICENSE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 25 day of March, 2010, between **45TH STREET VILLA HOMEOWNER'S ASSOCIATION**, hereinafter referred to as "Homeowners" or "Licensor", and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, whose address is 200 North Third Street, Fargo, North Dakota, hereinafter referred to as "City" or "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensor has a private street which services their homeowner's association; and,

**WHEREAS**, the City is seal-coating streets in the area under Special Assessment Project No. 5912; and,

**WHEREAS**, Homeowners requests the City to extend the special assessment district and to seal-coat their private street utilizing the contractor and unit costs City will seek bids for on said project; and,

**WHEREAS**, City has agreed to allow the same under the terms and conditions as follows; and,

**WHEREAS**, said project necessitates a right of entry on private property to perform work and Licensor is agreeable to the same; and,

**WHEREAS**, the parties wish to commit this agreement to writing under the terms and conditions hereinafter stated.

In consideration of the premises, the mutual promises herein contained, the parties agree as follows:

1. Grant of License - Description of Premises. Homeowners agree that seal-coating of the private property shall take place on the property owned (i.e. the private street) located on the property of 44th Street Villa Homeowner's Association. If property is separately described, a copy of the description will be attached hereto as an exhibit.

2. Right of Entry. Homeowner's Association does hereby grant to City, its officers, employees, agents, representatives and contractors a right of entry and access to, upon, over, across and through Homeowner's Association property for the purpose of inspection, design, construction, visual observation and pavement sweeping relating to the installation/construction of the requested seal-coat.

3. Limitation to Described Purpose. The above-described property may be occupied and used by City solely for the above purposes and for incidental purposes related thereto.

4. Payment. The cost of seal-coating will be paid by Homeowners by the spreading of special assessments against Homeowners property under the procedures and City policies utilized by the City of Fargo.

5. City Determination of Performance. Homeowner's Association agrees that the City shall have the sole determination and discretion as to the performance of the completed seal-coat. Homeowners association further agrees to accept the City's standard one-year guarantee on the completed work.

6. Period of Right of Entry or License. The term of this License Agreement shall commence as of the date of this Agreement and continue until the performance of the

completed seal-coat. In the event further work remains to be done on the City's standard one-year guarantee from the contractor on the completed work, the Agreement will extend until such work, if any, is done on the guarantee.

7. Indemnity. Homeowner's Association agrees that during the term of this Agreement, it will indemnify the City for any claims that may result from the City's contractor performing the completed seal-coat. City represents that the contractor will provide insurance and the construction contract will contain an indemnity clause on the project being done under Special Assessment District No. 5912 and will obtain contractor's acceptance of responsibility for work done on Homeowner's property.

**IN WITNESS WHEREOF**, parties have executed this Agreement at Fargo, North Dakota, the day and year first above written.

**LICENSOR:**

44TH STREET VILLA HOMEOWNER'S  
ASSOCIATION

By: Mary Beth Noble

Its: Vice Presidents

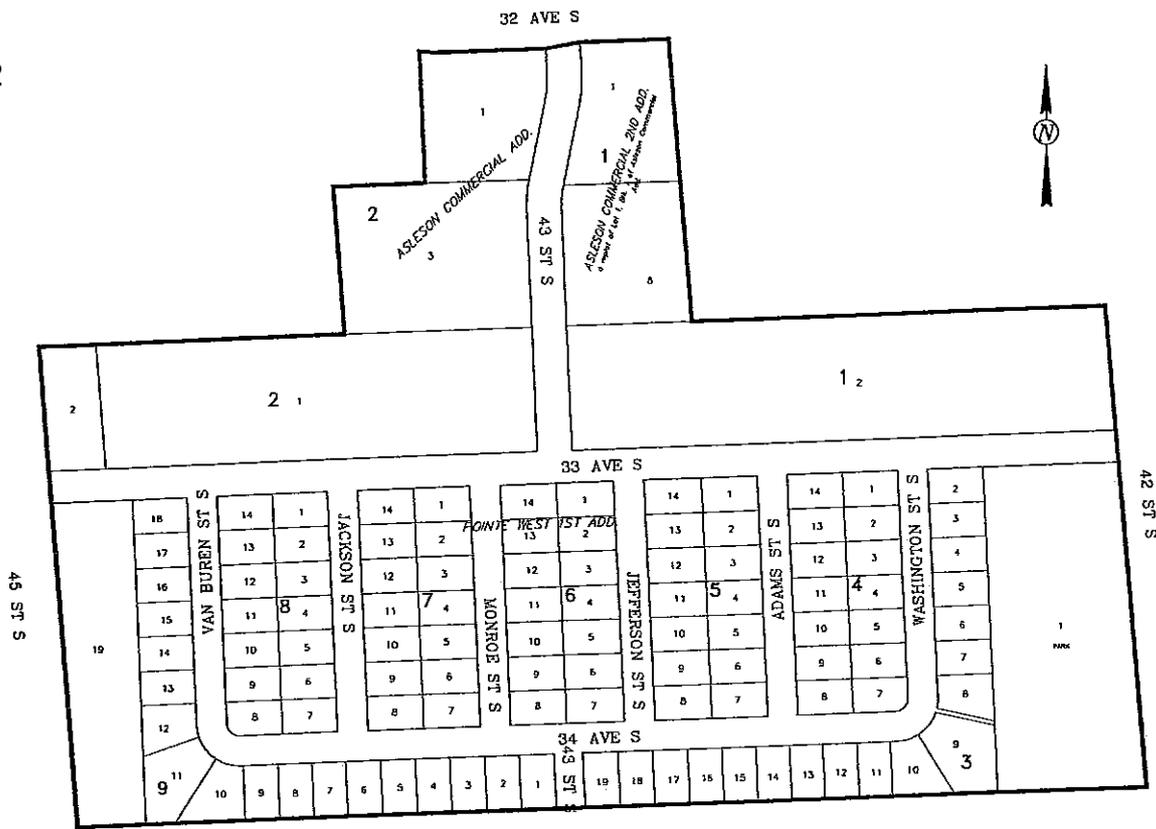
**LICENSEE:**

CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

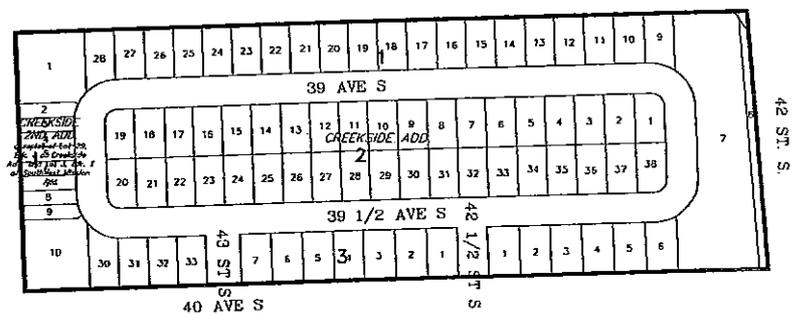
By: \_\_\_\_\_  
Dennis R. Walaker, Mayor

ATTEST:

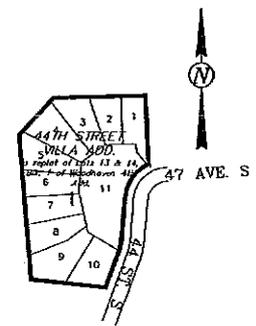
\_\_\_\_\_  
Steven Sprague, City Auditor



SECTION 1



SECTION 2



SECTION 3

CITY OF FARGO  
 ENGINEERING DEPARTMENT  
 LOCATION & ASSESSMENT AREA  
 SEAL COAT  
 & INCIDENTALS  
 IMPROVEMENT DISTRICT NO. 5912



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

April 1, 2010

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Lease/Purchase of Robotic Total Station

Dear Commissioners:

Accompanying is an email from Cody Eilertson, Fargo Project Engineer, for 45<sup>th</sup> Street South improvements scheduled for 2010 construction from 26<sup>th</sup> to 52<sup>nd</sup> Avenue South.

Due to the extent of construction work to be completed, Cody is requesting that two survey crews be assigned to the project. To accommodate the survey needs on this project, Brent Wacha, Fargo Survey Manager, is requesting the acquisition of a second robotic total station that will allow use of two two-person survey crews in lieu of our standard three-person crews. Brent has indicated that we currently have a robotic total station and have found that it significantly improves survey efficiency.

Three options for acquiring the robotic total station are listed in Cody's email. The Finance Committee on 03/30/10 recommended option 3 for a 6 month lease to purchase agreement with trade-in credit. The total lease purchase cost is \$26,160 which includes the trade-in credit.

Recommended Motion

Approve lease to purchase in the total amount of \$26,160 for robotic total station to be funded out of project engineering fees.

Sincerely,

Mark H. Bittner  
City Engineer

MHB/pan  
Attachment  
Cc: Brent Wacha  
Cody Eilertson

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

**From:** Cody Eilertson  
**Sent:** Thursday, March 25, 2010 4:49 PM  
**To:** Mark Bittner  
**Subject:** 5700 - Robotic Total Station

Mark: After discussing the 45<sup>th</sup> St project with Brent, it is apparent that we're going to need two survey crews on the project for the bulk of this summer's construction season. One 2-man crew will use the robotic total station we currently own. We'd like to get another robotic unit to run another 2-man crew (4 people total, using two robotic total stations). In addition to one less crew member (2 vs. 3), the use of robotics allow setting line and grade at the time of staking, eliminating the need to run a level on the hubs and manually figure cuts/fills. With the sheer volume of work to be done, we feel time for staking will be at a premium, especially with the incentivized contract. Therefore, acquiring the use of another robotic total station is essential.

We can either lease or purchase the robotic total station. The options are as follows:

- 1) Lease for \$2,400/mo. Expect 4 to 6 months for a total cost of about \$10 - \$15K. Charge to project out of engineering fees?
- 2) Purchase for \$26,157 (price includes a \$4,000 credit for trading in an existing total station). Use capital improvement funds?
- 3) Lease to purchase for \$4,360/mo. for 6 months with a final payoff of \$0 (includes \$4,000 trade-in credit as above) Charge to project out of engineering fees?

Please advise as to how to proceed.

Cody M. Eilertson, P.E.  
Civil Engineer II  
City of Fargo-Engineering  
701-241-8562  
[ceilertson@ci.fargo.nd.us](mailto:ceilertson@ci.fargo.nd.us)

March 31, 2010

ddl

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. 5921

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2010, for Traffic Signal Improvements, Project No. 5921, located at University Drive & 18<sup>th</sup> Avenue South to Sign & Signal Shop.

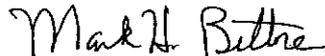
The bids were as follows:

Fargo Electric Construction	\$ 86,059.00
Strata Corporation	\$ 86,249.00
Aevenia	\$ 94,582.00
Fritz Electric	\$100,794.00
Edling Electric	\$103,495.80
Engineer's Estimate	\$109,224.00

The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric Construction, in the amount of \$86,059.00 as the lowest and best bid.

Sincerely,



Mark H. Bittner  
City Engineer

MHB/jmg



ENGINEERING DEPARTMENT

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

March 31, 2010

*(dd2)*

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. 5927

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2010, for Street Rehabilitation & Incidentals, Project No. 5927, located at various locations.

The bids were as follows:

Roadway Services, Inc.	\$48,950.00
Engineer's Estimate	\$50,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Roadway Services, Inc., in the amount of \$48,950.00 as the lowest and best bid.

Sincerely,

*Mark H. Bittner*

Mark H. Bittner  
City Engineer

MHB/bem

March 31, 2010

dd3

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. 5936-1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2010, for Flood Repairs & Incidentals, Project No. 5936-1, located north of I-94.

The bids were as follows:

Tom's Backhoe Service	\$175,280.50
Industrial Builders, Inc.	\$211,053.15
Excavating, Inc.	\$218,836.09
Master Construction Co., Inc.	\$228,073.36
The Spruce Valley Corporation	\$260,902.90
Northern Improvement Co.	\$298,341.15
Dakota Underground	\$323,676.85
Hough, Inc.	\$338,444.09
Rising Sun Construction, Inc.	\$348,010.00
Strata Corporation	\$422,066.10
Engineer's Estimate	\$180,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Tom's Backhoe Service in the amount of \$175,280.50 as the lowest and best bid.

Sincerely,

*Mark H. Bittner*

Mark H. Bittner  
City Engineer

MHB/pan

March 31, 2010

dd4

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. 5936-2

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2010, for Flood Repairs & Incidentals, Project No. 5936-2, located south of I-94.

The bids were as follows:

Excavating, Inc.	\$ 55,288.00
Master Construction Co., Inc.	\$ 55,520.40
Jensen Brothers Construction	\$ 63,610.00
Kindred Plbg. & Htg., Inc.	\$ 66,240.00
Industrial Builders, Inc.	\$ 67,935.00
The Spruce Valley Corporation	\$ 68,500.00
Adelman Concrete & Excavating	\$ 68,830.00
Valley Grading	\$ 74,290.00
Hough, Inc.	\$ 79,698.60
Strata Corporation	\$138,720.00
Rising Sun Construction, Inc.	\$207,700.00
Engineer's Estimate	\$70,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Excavating, Inc. in the amount of \$55,288.00 as the lowest and best bid.

Sincerely,

*Mark H. Bittner*

Mark H. Bittner  
City Engineer

MHB/pan



ENGINEERING DEPARTMENT

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

March 31, 2010

*dd5*

Honorable Board of  
City Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. 5937

Dear Commissioners:

Proposals were received at 11:30 AM on Wednesday, March 31, 2010, for Emergency Flood Sandbag Removal & Cleanup, Project No. 5937.

The bids were reviewed by the evaluation committee based on cost, and available equipment. The committee evaluated the hourly prices bid against actual hours required for two previous flood events.

The committee recommends bid award to Industrial Builders. The total amount is unknown as this is an hourly contract. Based on the evaluation of previous flood events it is anticipated that the total contract cost will be less than \$20,000.00.

Sincerely,

A handwritten signature in cursive script that reads "April Walker".

April Walker  
Senior Engineer

AEW/bem  
C: Mark Bittner

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

eel

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

New Construction of City Order Sidewalks and Approaches

Project No. 5917

Call For Bids April 5, 2010

Bid Opening Date May 12, 2010

Completion Date September 17, 2010

N/A PWPEC Report (Attach Copy) **Part of 2010 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. 298-6925

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
NEW CONSTRUCTION OF CITY ORDER SIDEWALKS AND APPROACHES  
PROJECT NO. 5917

**Nature & Scope**

This project is for the construction of City sidewalks and ADA handicap approaches.

**Purpose**

To construct new sidewalks and ADA handicap approaches as ordered by the City Commission.

**Feasibility**

The cost of constructing new sidewalks is assessed against the benefitting property.

The estimated costs associated with this project are as follows:

Estimated Construction Cost:	\$55,875.00
Plus 32% Engineering & Administration Fees:	<u>17,880.00</u>
Total Estimated Assessed Cost:	\$73,755.00

The cost of constructing ADA handicap approaches is paid for by the "City's Share of Special Improvement Funds."

The estimated costs associated with this project are as follows:

Estimated Construction Cost:	\$9,950.00
Plus 25% Engineering & Administration Fees:	<u>2,487.50</u>
Total Estimated Construction Cost:	\$12,437.50

We believe this project to be cost effective.



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

March 2010

eez

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

Reconstruction of City Order Sidewalks and Approaches

Project No. 5918

Call For Bids April 5, 2010

Bid Opening Date May 12, 2010

Completion Date September 24, 2010

N/A PWPEC Report (Attach Copy) **Part of 2010 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. 298-6925

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
RECONSTRUCTION OF CITY ORDER SIDEWALKS AND APPROACHES  
PROJECT NO. 5918

**Nature & Scope**

32<sup>nd</sup> – 36<sup>th</sup> Avenue North from Broadway – Elm Street North and 21<sup>st</sup> – 27<sup>th</sup> Avenue South from University Drive – 17<sup>th</sup> Street/Pacific Drive South.

**Purpose**

To repair existing walks and ADA handicap approaches as ordered by the City Commission.

**Feasibility**

The cost of the reconstruction of sidewalks is assessed against the benefitting property.

The estimated costs associated with this project are as follows:

Estimated Sidewalk Reconstruction Cost:	\$213,175.00
Plus 25% Engineering & Administration Fees:	<u>53,293.75</u>
Total Estimated Assessed Cost:	\$266,468.75

The cost of reconstruction of ADA handicap approaches is paid for by the "City's Share of Special Improvement Funds."

The estimated costs associated with this project are as follows:

Estimated Construction Cost:	\$92,370.00
Plus 25% Engineering & Administration Fees:	<u>23,092.50</u>
Total Estimated Construction Cost:	\$115,462.50

We believe this project to be cost effective.



---

Mark H. Bittner  
City Engineer

March 2010

ee3

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

Traffic Signal Improvements

Project No. 5920-01

Call For Bids April 5, 2010

Bid Opening Date April 28, 2010

Completion Date August 1, 2010

N/A PWPEC Report (Attach Copy) **Part of 2010 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Allen Schumacher

Phone No. 297-7780

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
TRAFFIC SIGNAL IMPROVEMENTS  
PROJECT NO. 5920-01

**Nature & Scope**

This project calls for miscellaneous traffic improvements around the City. It includes a replacement of the signal poles and mast arms at the intersection of University Drive & 13<sup>th</sup> Avenue North, installation of a new left turn signal eastbound on Main Avenue at 4<sup>th</sup> Street, new vehicle loop detectors at Broadway & 19<sup>th</sup> Avenue North and at 13<sup>th</sup> Avenue South & 17<sup>th</sup> Street to allow the intersections to run more efficiently, three battery back-up systems for the signal controllers in the downtown area that receive pre-emption from the BNSF Railway Company, and adjusting the vehicle loop detectors at University Drive & 19<sup>th</sup> Avenue North and at University Drive & 13<sup>th</sup> Avenue South to allow for them to count vehicles continuously with our central signal software.

**Purpose**

This project will improve both operations and safety of the traveling public.

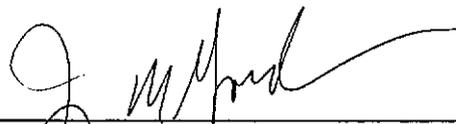
**Feasibility**

The estimated construction cost of the project is \$59,150. The project is to be funded by CSSI.

Estimated Construction Cost:	\$59,150.00
Plus 10% Engineering & Administration fees:	5,915.00
Plus 5% Miscellaneous:	<u>2,957.50</u>
Total Project Cost:	\$68,022.50

We believe this project to be cost effective.



  
\_\_\_\_\_  
Jeremy M. Gorden, P.E.  
Senior Engineer – Transportation

April 2010



ENGINEERING DEPARTMENT

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

A handwritten signature in black ink, enclosed in a hand-drawn oval. The signature appears to be "JH".

March 22, 2010

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5908

Dear Commissioners:

The protest period for PC Concrete Pavement & Incidentals, Improvement District No. 5908, has expired. The project area is located on 7<sup>th</sup> Avenue North and E.G. Clapp Addition.

Three protests were received representing 2.8% of the Assessment District.

Recommended Motion:

This office recommends that protests be declared insufficient on District No. 5908 and authorize staff to proceed to construction.

Sincerely,

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

Mark Miller  
Project Engineer

MMM/jmg

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations



ENGINEERING DEPARTMENT

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

March 31, 2010



Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. 5913

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2010, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. 5913, located at 11<sup>th</sup> Street South, 10<sup>th</sup> to 13<sup>th</sup> Avenue; 11<sup>th</sup> & 12<sup>th</sup> Avenue South, 10<sup>th</sup> Street to South University Drive.

The bids were as follows:

Master Construction Co., Inc.	\$743,609.00
Border States Paving, Inc.	\$776,128.25
Kindred Plumbing & Heating, Inc.	\$777,766.25
Aggregate Industries	\$836,596.35
Paras Contracting, Inc.	\$839,129.50
Central Specialties, Inc.	\$850,118.15
Dakota Underground	\$861,750.30
Northern Improvement Co.	\$867,168.90
Engineer's Estimate	\$781,385.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc., in the amount of \$743,609.00 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

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

IMPROVEMENT DISTRICT # 5913 Addendum Number: 1  
11th St S 10th to 13th Ave; 11th & 12th Ave S 10th St to S University Dr

WHEREAS, bids have been opened and filed for the above described Improvement District of the City of Fargo, North Dakota; and

WHEREAS, an estimate of the cost of the work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Mark H. Bittner, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is a detailed statement of the estimated cost of the job described as Water Main Replacement, Street Reconstruction & Incidentals Improvement District # 5913 of the City of Fargo, North Dakota.

Paving

3100 12" Storm Sewer w/Gravel Backfill	10.00	LF	29.50	295.00
3450 A Inlet	1.00	EA	1,000.00	1,000.00
3460 Relocate Inlet	1.00	EA	890.00	890.00
3468 Furnish & Install 8" Flat Manhole Cover	1.00	EA	900.00	900.00
3470 Furnish & Install Inlet Casting	1.00	EA	300.00	300.00
3896 Inlet Protection Type C	22.00	EA	115.00	2,530.00
3991 Storm Water Management	1.00	LS	950.00	950.00
4010 Subgrade Preparation	9,300.00	SY	1.25	11,625.00
4022 Remove Tree	1.00	EA	500.00	500.00
4050 Geotextile Filter Fabric	9,300.00	SY	1.40	13,020.00
4068 Gravel Base (Class 5) - 7"	9,300.00	SY	4.60	42,780.00
4112 7" Reinforced PC Concrete Pavement	100.00	SY	42.40	4,240.00
4130 6" RC Driveway	1,500.00	SY	38.50	57,750.00
4138 4" RC Sidewalk	1,050.00	SY	34.74	36,477.00
4200 Aggregate for Asphalt Base Course	2,150.00	TON	31.00	66,650.00
4202 Aggregate for Asphalt Wearing Course	850.00	TON	31.00	26,350.00
4221 Asphalt Cement	38,950.00	GAL	2.50	97,375.00
4312 Remove & Replace Curb & Gutter	4,875.00	LF	15.90	77,512.50
4316 Detectable Warning Panels	128.00	SF	30.00	3,840.00
4320 Remove 4" Concrete Sidewalk	1,178.00	SY	3.00	3,534.00
4339 Remove Existing Paving	7,400.00	SY	4.00	29,600.00
4345 Furnish Manhole Casting & Cover	8.00	EA	275.00	2,200.00
4362 Remove Existing Driveway	1,470.00	SY	4.00	5,880.00
4444 Furnish Manhole Cover/Concealed Pick Hole	1.00	EA	170.00	170.00
4460 4" Perforated PVC w/Fabric Wrap	4,870.00	LF	2.30	11,201.00
4469 Install Internal Watertight Manhole Seal	1.00	EA	130.00	130.00
4485 Casting to Grade (Over Depth)	1.00	EA	500.00	500.00
4490 Castings to Grade	7.00	EA	390.00	2,730.00
4492 Gate Valve Boxes to Grade	8.00	EA	300.00	2,400.00
4510 Traffic Control	1.00	LS	4,000.00	4,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST

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

## IMPROVEMENT DISTRICT # 5913

11th St S 10th to 13th Ave; 11th &amp; 12th Ave S 10th St to S University Dr

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
4530 Inlet Castings to Grade	10.00	EA	190.00	1,900.00
4604 Sodding	200.00	SY	4.50	900.00
4606 Seeding with Hydro-mulch	8,500.00	SY	1.50	12,750.00
			<b>Paving Sub Total:</b>	<b>\$522,879.50</b>

Water Main Replacement

1004 4" Sanitary Sewer	50.00	LF	40.00	2,000.00
1006 6" Sanitary Sewer	50.00	LF	45.00	2,250.00
1093 12" Sanitary Sewer w/Gravel Backfill	17.00	LF	95.00	1,615.00
2060 5" Hydrant	2.00	EA	2,970.00	5,940.00
2106 6" Gate Valve	4.00	EA	970.00	3,880.00
2108 8" Gate Valve	5.00	EA	1,350.00	6,750.00
2141 1" Curb Stop & Box	38.00	EA	195.00	7,410.00
2158 8" x 8" Tapping Sleeve & Valve	1.00	EA	3,000.00	3,000.00
2250 Mechanical Joint Fittings	1,495.00	LB	2.10	3,139.50
2306 6" Water Main w/Gravel Backfill	39.00	LF	50.00	1,950.00
2308 8" Water Main w/Gravel Backfill	2,316.00	LF	50.00	115,800.00
2329 3/4" Cu w/Gravel Backfill	30.00	LF	30.00	900.00
2330 1" Cu w/Gravel Backfill	1,310.00	LF	15.90	20,829.00
2350 Provide Temporary Water Service	1.00	LS	5,500.00	5,500.00
2360 Transfer Water Service	44.00	EA	160.00	7,040.00
2607 Replace Sewer Service w/Gravel Backfill	303.00	LF	42.00	12,726.00
2611 Connect Sewer Service less than 10 feet deep	16.00	EA	1,250.00	20,000.00
			<b>Water Main Replacement Sub Total:</b>	<b>\$220,729.50</b>

**Construction Total: \$743,609.00**

ENGINEER'S STATEMENT OF ESTIMATED COST

Water Main Replacement, Street Reconstruction & Incidentals

IMPROVEMENT DISTRICT # 5913

11th St S 10th to 13th Ave; 11th & 12th Ave S 10th St to S University Dr

Construction Total:		743,609.00
Engineering:	6.00 %	44,616.54
Legal:	3.00 %	22,308.27
Contingencies:	10.00 %	74,360.90
Administration:	6.00 %	44,616.54
Interest:	8.00 %	59,488.72

Sub-Total:	988,999.97
Less Street Rehab Funds:	
Less Water Department Funds:	808,782.70

TOTAL ESTIMATED ASSESSED COSTS: 180,217.27

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

Date: 3/31/2010

*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:

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. 5914

Call For Bids April 5, 2010

Bid Opening Date May 12, 2010

Completion Date October 25, 2010

- PWPEC Report (Attach Copy) Part of 2010 CIP
- 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 Ray Giesinger

Phone No. 241-1551

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

- 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)

## ENGINEER'S REPORT

WATER MAIN REPLACEMENT, STREET  
RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5914

**Nature & Scope**

This project is for the replacement of water main on 8<sup>th</sup> Street North, 12<sup>th</sup> to 14<sup>th</sup> Avenue, 14<sup>th</sup> Avenue, 7<sup>th</sup> – 9<sup>th</sup> Street and 7<sup>th</sup> Street from 14<sup>th</sup> – 15<sup>th</sup> Avenue North.

This project was approved by the Fargo City Commission under the 2010 Capital Improvements Program (CIP) which includes water main replacements, street rehabilitation and street lights.

**Purpose**

The existing water mains are cast iron, which were installed 68 and 84 years ago, and have a record of numerous breaks. Replacement of the water main with DR-18 PVC pipe will correct the situation.

The street reconstruction includes new curb and gutter, street sections and street lights on 8<sup>th</sup> Street North from 12<sup>th</sup> – 14<sup>th</sup> Avenue, 14<sup>th</sup> Avenue from Broadway to 10<sup>th</sup> Street and 7<sup>th</sup> Street from 14<sup>th</sup> – 15<sup>th</sup> Avenue.

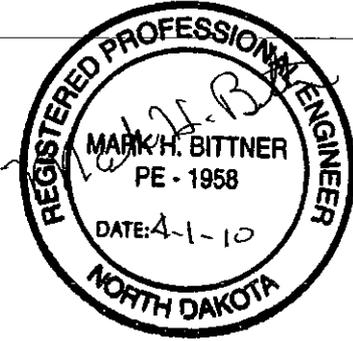
**Feasibility**

The estimated cost of construction is approximately \$1,119,509.50. The cost breakout is as follows:

<i>Water Main Replacement/Sewer Repair:</i>	\$325,469.30
Plus 25% Engineering & Administration Fees:	<u>81,367.33</u>
Total Estimated Water Main Replacement:	\$406,836.63
\$178,433.85/Total Amount to be Assessed for Water Main	
\$138,940.21/Total Amount from Water Main Funds	
\$28,000.00/Total Amount Assessed for Sewer Service Repairs	
\$61,462.56/Total Amount from Sewer Utility Funds	
 <i>Street Reconstruction/Street Lights/Signing &amp; Striping:</i>	 \$794,040.20
Plus 25% Engineering & Administration Fees:	<u>198,510.05</u>
Total Estimated Street Rehabilitation:	\$992,550.25
\$342,646.00/Total Amount to be Assessed for Street Rehabilitation	
\$649,904.25/Total Amount from Water Main Replacement Funds	
 <i>Grand Total:</i>	
Special Assessments	\$549,079.85
Water Main Replacement	788,844.46
Sewer Utility	<u>61,462.56</u>
Total Project Cost	\$1,399,386.87

The cost to the property owners will be limited to \$35/foot for water main replacement and \$60/foot for single family residential and \$100/foot for multiple residential paving rehabilitation. Total front footage for the water main replacement is estimated at 7,698.11 feet.

We believe this project to be cost effective.



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

April 2010

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT,  
STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5914

LOCATION:

On 8<sup>th</sup> Street North from 12<sup>th</sup> Avenue to 14<sup>th</sup> Avenue North.  
On 14<sup>th</sup> Avenue North from 10<sup>th</sup> Street to Broadway.  
On 7<sup>th</sup> Street North from 14<sup>th</sup> Avenue to 15<sup>th</sup> Avenue North.

COMPRISING:

Lots 7 & 8.

The west 100' of Lots 9-12 and the south 50' of east 149.5' of Lot 9.

The east 159.5' and 40' of west 140' of Lot 16.

The east 299.5' of Lots 13, 14 and 15.

The west 152' of Lots 21, 22, 23 and west 45' of south 140' of Lot 24.

The east 54', Lot 25.

The east 157.25' of Lot 26, 27 and 28.

All in Ohmers Addition.

Lots 5-8, Block 29.

All in Ohmers Addition, Bolleys Subdivision.

The east ½ of Lots 30, 31, 32 and north 50' of west 147.5' of east 294.5' of Lot 32.

Lot 33.

All in Ohmers Addition.

Lots 1 and 2, Block 1.

All in Cityscapes First Addition.

South 50' of west 147' of Lot 40.

South 50' of east 147' of west 294' of Lot 40.

North 50' of west 157' of Lot 41.

North 50' of east 137' of west 294' of Lot 41.

All in Ohmers Addition.

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

COVER SHEET  
CITY OF FARGO PROJECTS

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

Asphalt Wear Course, Mill & Overlay & Incidentals

Improvement District No. 5916

Call For Bids April 5, 2010

Bid Opening Date May 12, 2010

Substantial Completion Date September 4, 2010

Final Completion Date October 4, 2010

N/A PWPEC Report (Attach Copy) (**Part of 2010 Capital Improvement Plan**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Cody Eilertson

Phone No. 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

## ENGINEER'S REPORT

ASPHALT WEAR COURSE, MILL & OVERLAY  
& INCIDENTALS

## IMPROVEMENT DISTRICT NO. 5916

**Nature & Scope**

Under this project, the City will be installing the final wearing course on the following streets and avenues:

- Section 1: On 43rd Street South from 15th Avenue South to 17th Avenue South.
- Section 2: On 47th Avenue South from Woodhaven Street South to 44th Street South.  
On 49th Avenue South from 42nd Street South to 45th Street South.  
On Woodhaven Street South from 47th Avenue South to 49th Avenue South.  
On Woodhaven Drive South from 148' north of 47th Avenue South to 49th Avenue South.  
On 43rd Street South from 47th Avenue South to 49th Avenue South.  
On Arbor Court South from 47th Avenue South to 44th Street South.  
On 44th Street South from 47th Avenue South to 49th Avenue South.

Also under this project, the City will mill and overlay the following streets and avenues:

- Section 3: On 18<sup>th</sup> Street South from 25<sup>h</sup> Street South to 25<sup>th</sup> Avenue South.

**Purpose**

Sections 1 and 2: The wearing course was not installed on these streets under the original paving contract, allowing for the correction of deficiencies in the street after the majority of the building construction is complete, thus improving the final overall quality of the street. The installation of these wearing courses, at this time, will improve the drainage and ride quality, along with extending the life of these streets.

Section 3: The mill and overlay will provide a new wearing surface as well as correcting deficiencies which have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

**Feasibility**

The construction cost is estimated to be \$568,000. It will be paid for by special assessments and street sales tax funds. The cost breakdown is as follows:

<u>Section 1:</u>	
Estimated Construction Cost:	\$ 52,000
Plus 32% Engineering & Administration Fees:	<u>16,640</u>
Total Section Cost (Special Assessments):	\$ 68,640
<u>Section 2:</u>	
Estimated Construction Cost:	\$ 400,000
Plus 32% Engineering & Administration Fees:	<u>128,000</u>
Total Section Cost (Special Assessments):	\$ 528,000
<u>Section 3:</u>	
Estimated Construction Cost:	\$ 116,000
Plus 25% Engineering & Administration Fees:	<u>29,000</u>
Total Section Cost (Street Sales Tax):	\$ 145,000

Total:

Total Project Cost:	\$ 741,640
Street Sales Tax Funds:	\$ 145,000
Special Assessments:	\$ 596,640

We believe this project to be cost effective.



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

April 2010

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

ASPHALT WEAR COURSE  
MILL & OVERLAY & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5916

LOCATION (Section 1):

On 43<sup>rd</sup> Street South from 15<sup>th</sup> Avenue South to 17<sup>th</sup> Avenue South.

LOCATION Section 2):

On 47<sup>th</sup> Avenue South from Woodhaven Street South to 44<sup>th</sup> Street South.

On 49<sup>th</sup> Avenue South from 42<sup>nd</sup> Street South to 45<sup>th</sup> Street South.

On Woodhaven Street South from 47<sup>th</sup> Avenue South to 49<sup>th</sup> Avenue South.

On Woodhaven Drive South from 148' north of 47<sup>th</sup> Avenue South to 49<sup>th</sup> Avenue South.

On 43<sup>rd</sup> Street South from 47<sup>th</sup> Avenue South to 49<sup>th</sup> Avenue South.

On Arbor Court South from 47<sup>th</sup> Avenue South to 44<sup>th</sup> Street South.

On 44<sup>th</sup> Street South from 47<sup>th</sup> Avenue South to 49<sup>th</sup> Avenue South.

COMPRISING (Section 1):

Lots 1 through 7, inclusive, Block 2, West Acres 2<sup>nd</sup> Addition.

Lots 1 and 5, Block 1, Capital Square Addition.

Lot 2, Block 1, Isaak-Dosch Addition.

COMPRISING (Section 2):

Lots 1 through 12, inclusive, Block 1.

Lots 15 through 28, inclusive, Block 1.

Lots 1 through 14, inclusive, Block 2.

Lots 1 through 36, inclusive, Block 3.

Lots 1 through 34, inclusive, Block 4.

Lots 1 through 24, inclusive, Block 5.

Lots 1 through 36, inclusive, Block 6.

All in Woodhaven 4<sup>th</sup> Addition.

Lots 1 through 11, inclusive, Block 1, 44<sup>th</sup> Street Villa Addition.

Location & Comprising  
Improvement District No. 5916  
Page 2

Lots 1 through 8, inclusive, Block 1.  
Lots 1 through 39, inclusive, Block 2.  
Lots 1 through 9, inclusive, Block 3.  
Lots 1 through 9, inclusive, Block 4.  
Lots 1 through 21, inclusive, Block 5.  
Lots 1 through 11, inclusive, Block 6.  
Lots 1 through 16, inclusive, Block 7.  
Lots 1 through 13, inclusive, Block 8.  
All in Woodhaven 5<sup>th</sup> Addition.

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

*jjj 3*

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

P.C. Concrete Pavement & Incidentals

Improvement District No. 5938

Create District April 5, 2010

Completion Date July 1, 2011

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Gorden

Phone No. 241-1529

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

X Approve Special Assessment Agreement and Waiver of Protest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5938 Type: Street Widening & Access Control

Location: 39<sup>th</sup> Street – South of 32<sup>nd</sup> Avenue Date of Hearing: 03/30/10  
 Love's Travel Stops Access

Routing	Date
City Commission	04/05/10
PWPEC File	X
Project File	X
Petitioners	
David W. Johnson	X

The Committee reviewed the attached Assessment Agreement with Love's Travel Stops for street widening and access control improvements on 39<sup>th</sup> Street south of 32<sup>nd</sup> Avenue South to support the needs of the proposed Love's Travel Stop. The street work will require periodic closures on 39<sup>th</sup> Street and will be delayed until late 2010 or 2011, due to bridge reconstruction road closure on 38<sup>th</sup> Street over Drain 27. Concurrent street closures on 39<sup>th</sup> Street at 32<sup>nd</sup> Avenue South and 38<sup>th</sup> Street at Drain 27 would prevent access to all businesses along 38<sup>th</sup> Street and 37<sup>th</sup> Avenue between the two closure locations.

Approval of the agreement and creation of the 39<sup>th</sup> Street improvement district will allow Love's to start construction with assurance that the street modifications will be completed by the City and special assessed to Love's.

On a motion by Bruce Hoover, seconded by Jim Gilmour, the Committee voted to recommend approval of the Assessment Agreement and District 5938.

RECOMMENDED MOTION

Approve Assessment Agreement with Love's Travel Stops and creation of District 5938 for 39<sup>th</sup> Street widening and access control improvements.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessments

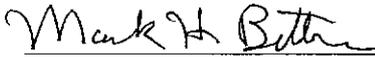
	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

COMMITTEE

	Present	Yes	No	Unanimous
				X
Pat Zavoral, City Administrator	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		
Ben Dow, Acting Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Cc: Jeremy Gorden

  
 Mark H. Bittner  
 City Engineer



10601 North Pennsylvania  
P.O. Box 26210  
Oklahoma City, OK 73126

March 8, 2010

VIA UPS NEXT DAY AIR

Mr. Jim Hinderaker  
C/O City of Fargo  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102

Re: Love's Travel Stops & Country Stores  
Assessment Agreement

Dear Mr. Hinderaker:

Enclosed please find the Assessment Agreement pertaining to our project at the intersection of 32<sup>nd</sup> Avenue South and Interstate 29 in Fargo, ND, which has been executed by Love's. Upon execution by the City of Fargo, please return a copy of the fully executed Agreement to me for our files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Stan C. Kelley  
Real Estate Coordinator

Encl.

Xc: Kym Van Dyke

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## ASSESSMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Love's Travel Stops & Country Stores, Inc. whose address is 10601 North Pennsylvania Avenue, Oklahoma City, OK 73120 (hereinafter "Developer"), and the City of Fargo, 200 North Third Street, Fargo, ND 58102 ("City").

WHEREAS, Developer wishes to develop that certain property described more fully herein as a truck stop and travel center which will be located at the intersection of 32<sup>nd</sup> Avenue South and Interstate 29 in Fargo, North Dakota (hereinafter referred to as the "Development"); and

WHEREAS, the City requested, and Love's has provided a Traffic Impact Study, and said study has reflected that the following improvements should be added to 39<sup>th</sup> Street South to ensure that the traffic impact from the Love's Travel Stop is adequately mitigated:

- a. Add a southbound pass through lane to 39<sup>th</sup> Street South
- b. Add a center median to 39<sup>th</sup> Street South; and,
- c. Reconfigure (probably re-striping) the north bound lanes to accommodate a left turn lane, a center through lane, and a right turn lane;

and said improvements are, therefore, being agreed upon by Love's and the City as a condition for approval of the development; and

WHEREAS, Developer is agreeable to, and has requested the installation of the aforesaid public improvements; and

WHEREAS, because there is currently a project for the improvements to a bridge located to the south of the subject project, which improvements are likely to be completed sometime after September 1, 2010 and the said improvements to 39<sup>th</sup> Street cannot be commenced until the completion of the said improvements to said bridge; and

WHEREAS, the City and Developer wish to enter into this Agreement to set forth the terms by which the said improvements to 39<sup>th</sup> Street may be installed by and at the direction of the City, with the costs of said improvements to be assessed against the Developer's property (subject to the terms and limitations set forth herein);

NOW, THEREFORE, based upon the recitals herein and the mutual covenants and promises; IT IS HEREBY AGREED:

1. Developer hereby requests that the City install those improvements described in the recitals, above. Developer recognizes and agrees that commencement of the installation of such improvements will not, or may not, occur until after the aforesaid bridge improvements are completed. The parties recognize that the business operations of the Love's Travel Center may start up before the subject public improvements to 39<sup>th</sup> Street can be commenced or completed and Developer acknowledges that the subsequent installation of the subject improvements to 39<sup>th</sup> Street may, or will, reduce the optimal traffic flow to and from the Love's Travel Center by its customers and other invitees during construction of such improvements, but agree that such reduction in optimal traffic flow and any reduction in business or income by Love's is understood and Love's waives any right to compensation or other grievance as a result thereof. The City will ensure that during the course of installation of the subject improvements to 39<sup>th</sup> Street, access is available to Love's Travel Center at all times.

2. Developer hereby represents that it is the owner of said property to be developed and that Developer's property, as described in the above recitals, is that certain property located at the street address as follows: 3220 39<sup>th</sup> Street S, Fargo, North Dakota, the legal description for which is set forth on the attached Exhibit A.

3. The City proposed and Developer agrees, that the improvements may be installed as a special improvement district and Developer hereby waives the requirement of a resolution of necessity for the installation of said improvements.

4. Developer agrees that Developer's property may be the sole benefitted property from the said improvements and, therefore agrees that 100% of the costs may be assessed against Developer's property, subject to a maximum assessment against Developer's property of \$120,000 and Developer hereby agrees to accept said assessment, and waives protest of any such assessment up to a maximum of \$120,000. The special assessments shall be spread against Developer's property in accordance with the customary City procedures and policy. As with all city special assessments, there is no penalty for pre-payment or early payoff of special assessments.

5. The parties agree that a Memorandum of this Assessment Agreement shall be prepared and executed by the parties in a form suitable for the office of the Recorder, Cass County, North Dakota.

6. The parties agree to execute any and all instruments necessary to effect the terms of this agreement.

DATED effective the date and year first above written.

CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

STORES, INC.

LOVE'S TRAVEL STOPS & COUNTRY

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

Its: Exec VP + CFO

EXHIBIT A

LEGAL DESCRIPTION - LOVE'S TRAVEL CENTER

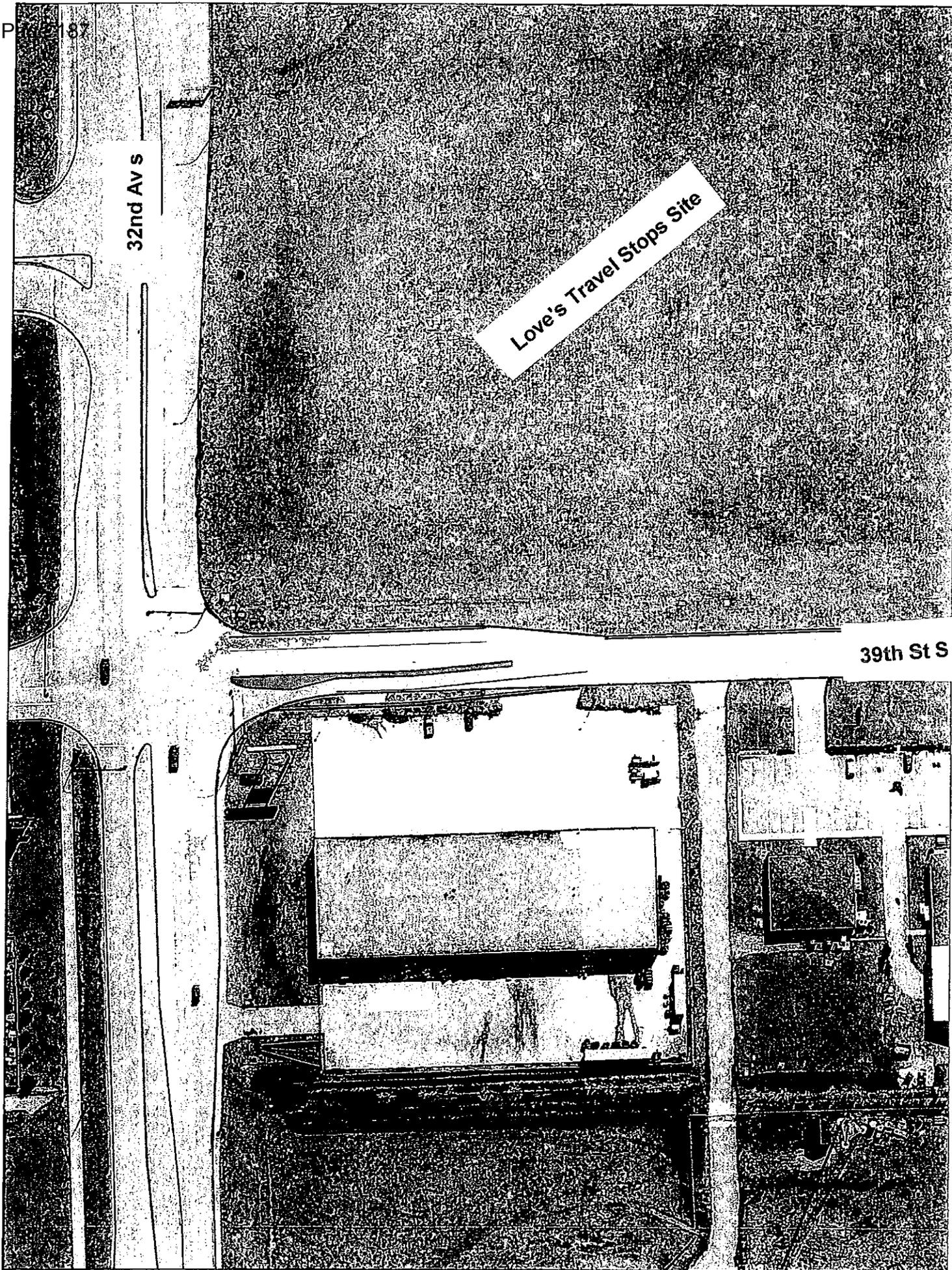
Lots One and Two, in Block One, of R.D.O Second Addition to the City of Fargo,  
Situate in the County of Cass and the State of North Dakota

P

32nd Av S

Love's Travel Stops Site

39th St S





ENGINEER'S REPORT

P. C. CONCRETE PAVEMENT & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5938

**Nature & Scope**

This project provides for the widening of 39<sup>th</sup> Street South, south of 32<sup>nd</sup> Avenue South, and installation of street median for access control.

**Purpose**

The traffic impact analysis for the Love's Travel Stops facility to be constructed along 39<sup>th</sup> Street recommended that 39<sup>th</sup> Street be widened and median installed for controlling access to Love's. Traffic projections indicate the current 39<sup>th</sup> Street will not operate properly with the additional traffic to be generated by the Love's facility.

**Feasibility**

The estimated cost of construction is summarized as follows:

Estimated Construction Cost:	\$ 100,000
Plus 20% Engineering & Administration Fees:	<u>20,000</u>
Total Estimated Cost:	\$ 120,000

The project costs will be assessed to the Love's property.

We believe this project to be cost effective.



Mark H. Bittner  
City Engineer

April 2010

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P. C. CONCRETE PAVEMENT  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5938

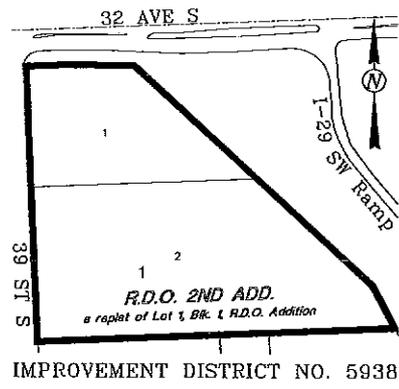
LOCATION:

On 39<sup>th</sup> Street South from 32<sup>nd</sup> Avenue South to approximately 500' south of 32<sup>nd</sup> Avenue.

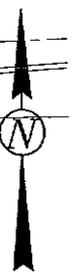
COMPRISING:

Lots 1 and 2, Block 1 of R.D.O. Second Addition.

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



32 AVE S



39 ST S

I-29 SW Ramp

2

1

*R.D.O. 2ND ADD.  
a replat of Lot 1, Blk. 1, R.D.O. Addition*

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

P C CONCRETE PAVING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. 5938