

FARGO CITY COMMISSION AGENDA
Monday, January 12, 2009 - 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 29, 2008).

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

- a. Receive and file Notice of Appeal from Decisions of Local Governing Body filed by William Rakowski.
- b. Appointment of Assistant City Attorneys.
- c. Resolution relating to extension of the existing lease agreement between the City and the Building Authority for the 2009 calendar year, confirming appropriation of funds for required debt service payments in the amount of \$383,510.
- d. Receive and file Year to Date – Budget to Actual Report for December 2008.
- e. Grant allocation from the North Dakota Department of Human Services for interpreter services (Contract #600-07110).
- f. Contracts with the North Dakota Department of Health for the VFC/AFIX immunization program and coordination of same (CFDA #93.268, Contract #08-1006 and CFDA #93.268, Contract #08-984).
- g. Authorization for City staff to contract fuel purchases for the 2009 fiscal year.
- h. Applications for 5-year property tax exemptions for improvements made to buildings:
 - (1) Mark and Teresa Moderow, 1742 15th Street South.
 - (2) Frank and Linnea Anderson, 1225 North Elm.
- i. Application filed by Home Builders Care of Fargo-Moorhead Foundation for a raffle on 3/26/09.
- j. Second Addendum to Memorandum of Understanding with Fargo Public Schools to use the City of Fargo fueling facility.
- k. NDDOT Cost Participation and Maintenance Agreement and Project Concept Report and Project Decisions for Project No. 5838.
- l. Bills.

* * * Regular Agenda * * *

1. Consider settlement in the matter of City of Fargo v. Fargo Public School District No. 1 in connection with right-of-way acquisition for the 52nd Avenue construction project.
2. Discussion regarding compliance with the Americans with Disabilities Act was postponed to this date; however, the matter should be postponed until the 2/9/09 Regular Meeting to allow additional time to draft a report.
3. Recommendation to reappoint Kris Sheridan and Steve Swiontek to the Renaissance Zone Authority.
4. Recommendation to reappoint Dave Selvig to the City Hall-Auditorium Commission.
5. Public Hearings - 5:15 p.m.:
 - a. Petition for a Text Amendment to the Land Development Code to amend Article 20-02 Base Zoning Districts and other applicable sections of Chapter 20 for the purpose of creating a University Mixed-Use District.
 - (1) Approval recommended by the Planning Commission on 10/8/08.
 - (2) Receive and file Ordinance.

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

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

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IN THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA

William F. Rakowski,

Petitioner-Appellant,

Civil No. 09-08-C-05367

vs.

**NOTICE OF APPEAL FROM DECISION OF
LOCAL GOVERNING BODY PURSUANT
TO N.D.C.C. § 28-34-01**

City of Fargo, a political subdivision of
the State of North Dakota,

COPY

Respondent-Appellee.

TO: The City of Fargo, North Dakota, a municipality and political subdivision of the State of North Dakota located in Cass County, North Dakota, also denominated "Respondent-Appellee":

PLEASE TAKE NOTICE that the above named Petitioner-Appellant William F. Rakowski, [hereinafter "RAKOWSKI"] does appeal to the District Court of Cass County, North Dakota, from the decision of the City Commission of the City of Fargo, Cass County, North Dakota, a "local governing body" as defined by law, on December 1, 2008 [minutes of Regular Meeting, December 1, 2008; Pages No. 390-391, attached hereto] relating to "an appeal by William Rakowski of a Board of Adjustment decision to not accept jurisdiction to hear Mr. Rakowski's appeal of a building permit issued for consideration at 1434 12th Avenue North(, Fargo, North Dakota)."

In essence, this appeal involves legal issues because the City of Fargo refuses to

follow the appellate process created by its own ordinances, thereby depriving RAKOWSKI due process of law. RAKOWSKI is also entitled to reasonable attorneys fees and costs under 42 U.S.C. § 1983 and 42 U.S.C. § 1988.

To further advise the District Court of the type of issues raised by this appeal from the decision of the City Commission of the City of Fargo, Cass County, North Dakota, RAKOWSKI advises the District Court that the following issues show that the City Commission has acted arbitrarily, capriciously, or unreasonably, and contrary to its own duly enacted ordinances.

POSITION OF RAKOWSKI

William F. Rakowski has previously filed a Notice of Appeal [to the Fargo City Commission, which is hereby incorporated by reference] from the decision of the Board of Adjustment's determination that it did not have jurisdiction because it was falsely asserted by the City of Fargo's staff that RAKOWSKI was appealing an approval of a site plan. RAKOWSKI had only appealed the administrative decision of the Building Official to issue a building permit.

An appeal of an administrative decision [in this case the Building Official] is authorized, and controlled by FMC § 20-0916. "The Building Official shall not issue a building permit unless the plans, specifications and intended use of such building or structures or part thereof conform in all respects to the provisions of this Land Development Code and the building code." FMC § 20-0913(A). N.D.C.C. §40-47-07 mandates the

existence of a “board of adjustment consisting of five members” to “hear and decide appeals from and shall review any order, requirement, decision, or determination made by an administration official charged with the enforcement of any ordinance adopted pursuant to this chapter. Fargo’s Land Development Code [FMC Article 20-01 through Article 20-12, inclusive] was adopted pursuant to N.D.C.C. Chap. 40-47. It has provided, by the same set of ordinances, for the issuance of building permits. N.D.C.C. § 40-05-02. The appellate process mandated by the North Dakota Century Code and Fargo’s own Land Development Code requires an appeal to the Board of Adjustment.

A board of adjustment serves an important role in the zoning structure of a city. Its essential purpose is to deal with zoning cases by furnishing elasticity in the application of regulatory measures, but it is not empowered to zone property or to change the zoning pattern in its basic particulars. It has no power to amend or repeal a zoning ordinance. Cowan v. Stroup, 284 N.W.2d 447, 450 (N.D. 1979). Fargo’s Board of Adjustment was mandated to hear the appeal by North Dakota statutes, and Fargo’s own ordinances – to do otherwise is a denial of due process of law.

Also significant, the structure proposed to be built did not ever require a Site Plan Review under FMC § 20-0910(A)(1-7). Please review the seven (7) criteria, none of which apply to the proposed structure. The ordinance also clearly states “(t)he Site Plan review procedures of this section shall apply to (the seven criteria, none of which apply to the proposed structure).” The City of Fargo erroneously asserts that RAKOWSKI appealed from

the action of the Zoning Administrator. In fact, there has never been “(a) complete application for Site Plan Review” under FMC § 20-0910 to this very date. If there had been “(a) complete application for Site Plan Review” it should have been supplied to the Fargo City Commission as part of the appeal to the Fargo City Commission – but it was not so supplied. The reason that the undersigned can say there never has been “(a) complete application for Site Plan Review” under FMC § 20-0910 to this very date is because of the following:

- A. FMC § 20-0910(B) indicates that the “Site Plan Review shall be submitted to the Zoning Administrator **in a form established by the Zoning Administrator**” [emphasis added]. Fargo’s Planning Staff has previously asserted that the document that relied upon relates to a “Building Permit Application (which) includes a Plan Routing Application that must be submitted to the Building Official at the time of Building Permit application.”
WHERE IS THE CITY OF FARGO STAFF REPORT DATED “10-03-08”
SO STATING, AND WHY WAS IT NOT INCLUDED IN THE
SUBMISSION TO THE FARGO CITY COMMISSION?

The undersigned is aware that similar language is included in the submitted Staff Report amended “11-26-08” [“A complete application (for a Building Permit) includes a Plan Routing Application (a.k.a., a Site Plan). The Plan Routing Application is then routing (sic) to, among others, the Planning

Department. This department then conducts a ‘Site Plan’ Review for compliance of the LDC – including parking standards.” Fargo’s Land Development Code do not allow the Building Official to perform the functions of the Zoning Administrator. If the Building Official wants input from any municipal department – so be it – the Building Official does not legally have the right to change Fargo’s ordinances – it would be an unconstitutional delegation of power as set forth.

- B. No fee for a Site Plan Review was paid by the developer, so even if “(a) complete application for Site Plan Review” under FMC § 20-0910 once existed, and has been lost, Fargo’s ordinances prohibit the Zoning Administrator from acting – “No application will be processed until the application is complete and the required fee has been paid.” FMC § 20-0910(B).
- C. If the Zoning Administrator approved the non-existent document, there would have been a violation of FMC § 20-0910(D) which says “**(a) Site Plan application may not be approved unless the Zoning Administrator finds that the proposed project complies with all applicable provisions of this Land Development Code** and with all adopted plans and policy documents of the City.” [emphasis added] As a result of proceedings still on-going before the Planning Commission, a review of the underlying documents filed with the

Building Official disclosed multiple violations of Fargo's Land Development Code, any one of which would prevent the Zoning Administrator from approving "(a) complete application for Site Plan Review" – if it existed. A copy of a letter dated November 12, 2008, addressed to Planning Commission Chairman Paulsen was attached to the Rakowski Position filing, which is incorporated by reference. Please pay particular attention to the items starting with ¶ 6, on page 4. *The Zoning Administrator, if he acted, acted in complete disregard for the ordinances of the City of Fargo that required significantly larger buffer or landscaping distances due to the approved residential Conditional Use.*

Finally, for reasons unclear to the undersigned, the City of Fargo envelops RAKOWSKI's appeal with the Fargo Planning Commission, and then avoided its duty to provide the underlying documents to the Board of Adjustment, and later, the Fargo City Commission.

Originally, the City of Fargo did not even provide copies of the Notice of Appeal, and its attachments to the Board of Adjustment – the underlying body blindly reached a decision, which Planning Staff violation of duty was ignored by the Fargo City Commission. Can there be any doubt that the City of Fargo has tried to hide documents from the duly designated appellate entity? FMC § 20-0910(F) requires that "(t)he Zoning Administrator or the official whose decision is being appeal shall transmit to the Board of Adjustment all

papers constituting the record upon which the action appealed is taken.” It was not done by Fargo employees responsible to two (2) separate governmental bodies entitled to the entire record.

If the Zoning Administrator is trying to do his appellate function – how can he not have provided the Fargo City Commission originals, or even a copy of, “(a) complete application for Site Plan Review” and proof of payment of the fee? If the document does not exist – that would be one explanation.

The undersigned is also aware that the record that should exist includes some of the undersigned’s letters, and responses from City of Fargo representative(s) including a letter from City Attorney Erik R. Johnson writing: “Therefore, in response to your various requests, there is no agreement for off-site parking in existence as would be suggested under either L.D.C. §§ 20-0701.E.4.d or 20-0701.E.5.d - that is undisputed.”; May 16, 2008, letter to Garaas, page 3 of 3. Why did the City of Fargo fail to include a letter from Fargo City Attorney Erik R. Johnson dated May 22, 2008, recognizing “it has been freely acknowledged that there is no such written instrument (as required by FMC § 20-0701(E)(4)(d).” The non-existence of the required documents preclude the Building Official from issuing a Building Permit. The non-existence of the required documents would also mean that parking requirements [residential off-street parking spaces requirements must be located on-site – no alternate site access agreement can exist for residential and certain commercial parking space requirements] Fargo Land Development Code was ignored by its Zoning Administrator. The

Zoning Administrator had to know that the Building Official could not issue a Building Permit, nor could either of them waive ordinance requirements imposed by City Commission as law to be enforced uniformly.

Only the Board of Adjustment has jurisdiction in the appeal from the action of the Building Official. FMC § 20-0916. N.D.C.C. § 40-47-04.

RAKOWSKI reserves the right to expand upon the concepts, principles, and objections noted herein, and further requests to have the right to supplement the record following compliance with statutory filing obligations imposed upon the City of Fargo.

Dated this 29th day of December, 2008.

GARAAS LAW FIRM



Jonathan T. Garaas
Attorneys for William F. Rakowski
DeMores Office Park
1314 23rd Street South
Fargo, North Dakota 58103-3796
Telephone: (701)293-7211
North Dakota Bar ID #03080

The uses and standards shall be limited to uses and standards of an LC, Limited Commercial District as well as additional standards of a NC, Neighborhood Commercial District as set forth in Section 20-0209 of the Land Development Code, except subparagraphs D.5 and D.6 thereof, and further subject to the following:

1. Freestanding signs shall be limited to monument signs of a height no greater than 8-1/2 feet, measured from the ground level, and of a width no greater than 8 feet. A monument sign is defined as a sign in which the lowest portion of the sign itself, not including any pole or support, has its base at ground level, said ground level being at grade with the rest of the property.
2. The total amount of signage shall not exceed 150 square feet.
3. The provisions of the Fargo Sign Code (as authorized pursuant to Section 25-0307 of the Fargo Municipal Code) for an LC, Limited Commercial zoning district shall apply.

Second by Piepkorn.

Commissioners Williams and Wimmer said they will not support a zoning change because of the sign.

Commissioner Mahoney said he will support the rezoning request because Planning staff and the Planning Commission have worked with the petitioner on reaching acceptable conditions.

On the vote being taken on the question of the adoption of the Resolution Commissioners Mahoney, Piepkorn and Walaker voted aye.

Commissioners Wimmer and Williams voted nay.

The Resolution was adopted.

Appeal of the Board of Adjustment Decision Regarding Jurisdiction in an Appeal of a Building Permit at 1434 12th Avenue North Denied:

A Hearing had been set for this day and hour on an appeal by William Rakowski of a Board of Adjustment decision to not accept jurisdiction to hear Mr. Rakowski's appeal of a building permit issued for consideration at 1434 12th Avenue North.

Senior Planner Jim Hinderaker submitted a staff report stating that on September 2, 2008 William Rakowski, owner of the property at 1424-1426 12th Avenue North, filed an appeal of the issuance of a building permit on August 25, 2008, for property at 1434 12th Avenue North. The appeal, he said, was made by Mr. Rakowski's attorney, Jonathan Garaas. He stated the appellant contends that Building Permit No. BL20081741 should not have been issued due to insufficient parking. He said that although Mr. Garaas argued that the appeal of the building permit issuance should be heard by the Board of Adjustment, Planning staff determined that the appeal should properly be heard by the Planning Commission. On September 8, 2008, he said, staff informed Mr. Garaas that compliance with the parking requirement, and the review of the same, is part of a site plan review as governed by FMC/LDC §20-0910 and that decisions made under the site plan review process are appealable to the Planning Commission. Mr. Hinderaker said that on October 8, 2008 the Planning Commission reviewed the appeal and found, regarding

the question of jurisdiction, that the appeal was properly before them and the appellant did have standing to appeal. However, he said, the Planning Commission continued the hearing to December 10, 2008. Mr. Hinderaker said that on October 22, 2008 the Board of Adjustment reviewed the appeal and found, regarding the question of jurisdiction, that the Board of Adjustment did not have authority to review said appeal. He said the Board of Adjustment cited that the appeal is reserved to the Planning Commission and the Board of Commissioners in accordance with §20-0803(C)(2) and §20-0910(E) of the LDC.

No written protest or objection to the appeal of the Board of Adjustment decision has been received or filed in the office of the City Auditor.

The Board determined that no person is present at this Hearing to protest or offer objection thereto.

There was discussion regarding the building permit process and the rationale for the Planning Commission having jurisdiction as opposed to the Board of Adjustment.

Senior Planner Jim Hinderaker said the Planning Commission is scheduled to meet December 10, 2008 to finalize the appeal.

At 6:05 p.m. the Board took a five-minute recess.

After recess: All Commissioners present. Mayor Walaker presiding.

Attorney Jonathan Garaas, representing William Rakowski, stated the appeal process is faulty due to the fact that complete documentation was not published and the Board of Adjustment did not receive any documentation at their meeting. He said the Land Development Code is the law and cannot be changed by Planning Department staff.

In response to a question from City Attorney Erik Johnson, Mr. Hinderaker said a complete building permit application was submitted by the developer and was routed to the proper departments for review.

Mr. Johnson said the sole decision to be made is whether the Board of Adjustment is the proper group to hear an appeal of the issuance of the building permit. He said staff believes that the Board of Adjustment was correct in affirming that the Planning Commission has jurisdiction.

In response to a question by Mr. Garaas regarding payment of fees and filing of a site plan, Mr. Hinderaker said the documents were submitted in acceptable form and fees for site plan review were collected by the Building Inspector.

Commissioner Mahoney moved to accept the findings and recommendation of staff, the Planning Commission and the Board of Adjustment and establish that the Board of Adjustment does not have jurisdiction to hear the Rakowski appeal on the basis that such an appeal is reserved to the Planning Commission and Board of City Commissioners in accordance with §20-0803(C)(2) and §20-0910(E) of the Land Development Code.

Second by Wimmer. On call of the roll Commissioners Mahoney, Wimmer, Piepkorn and Walaker voted aye.

Commissioner Williams voted nay.

The motion was declared carried.



b

Office of the City Attorney

January 7, 2009

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

City Prosecutors
Gordon A. Dexheimer
Scott O. Diamond

City Commissioners
200 North Third Street
Fargo, ND 58102

Dear Commissioners:

The following is a list of the Assistant City Attorneys that have been appointed by me to assist me in the functions of my office and for which I seek your consent and approval:

Robert L. "Butch" McConn, Jr. - Assistant City Attorney
Scott O. Diamond - Assistant City Attorney/City Prosecutor
Gordon Dexheimer - Assistant City Attorney/City Prosecutor
Jason Loos - City Prosecutor
Garylle B. Stewart - Assistant City Attorney
John Olson - Special Assistant City Attorney (for legislative matters)

Of course, in addition we have attorneys who handle litigation matter for the city on a "contract" basis.

SUGGESTED MOTION: I move to approve and consent to the aforesaid appointment of the foregoing Assistant City Attorneys.

Sincerely,

A handwritten signature in black ink, appearing to read "ER Johnson", written over a faint, larger version of the signature.

Erik R. Johnson

ERJ/jmf

(c)

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

RE: RENEWAL OF LEASE AGREEMENT WITH THE CITY OF FARGO BUILDING AUTHORITY FOR THE 2009 FISCAL YEAR

DATE: JANUARY 6, 2009

The City of Fargo created a Building Authority in April, 2002 for the purpose of selling lease revenue bonds to finance the City Hall and Civic Center expansion project.

The lease agreement approved between the City of Fargo and the City of Fargo Building Authority needs to be extended on an annual basis in accordance with section 4.02 of the lease agreement. This extension requires an appropriation of resources to cover the anticipated debt service on the bonds for the 2009 budget period.

Funds have been included in the 2009 budget for this payment. Your approval of the lease extension is requested.

Suggested Motion:

Approve a resolution relating to extension of the existing lease agreement between the City of Fargo and the City of Fargo Building Authority for the 2009 calendar year confirming appropriation of funds for required debt service payments in the amount of \$ 383,510.

**RESOLUTION OF THE
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO**

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo:

WHEREAS, the City of Fargo has entered into a lease agreement dated as of the 15th day of April, 2002, with the Fargo Building Authority, a North Dakota non-profit corporation, for the leasing of certain real property and appurtenances commonly referred to as the Fargo Civic Auditorium, the legal description is referred to in said lease in which the Fargo Building Authority is the lessor and the City of Fargo is the lessee; and,

WHEREAS, in accordance with the terms thereof, the City has the option to renew said lease for twenty (20) successive twelve-month periods with each renewal, if exercised, to commence on the first day of January and to extend to the following 31st day of December; and,

WHEREAS, here has been enactment into law of an appropriation of sufficient amounts which are legally available to the City of the payment of the rentals for such lease for the period of January 1, 2009, through December 31, 2009;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, that the City of Fargo wishes to renew said lease for the period of January 1, 2009, through December 31, 2009, in accordance with the terms of said lease dated as of the 15th day of April, 2002.

THE CITY OF FARGO, NORTH DAKOTA,
A Municipal Corporation

By: _____
Dennis Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

CITY OF FARGO
YEAR TO DATE - BUDGET TO ACTUAL
FOR THE MONTH OF DECEMBER 2008
(PRELIMINARY DRAFT UNAUDITED)

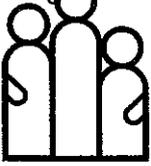
	2008 BUDGET	2008 ACTUAL	VARIANCE
REVENUES:			
310 Taxes	\$ 19,811,100	\$ 19,670,522	\$ (140,578)
320 Licenses & Permits	2,778,500	2,974,018	195,518
350 Fines & Traffic Tickets	2,497,000	2,490,186	(6,814)
330 Intergovernmental Revenue	21,535,119	15,687,003	(5,848,116)
340 Charges for Services	13,058,740	11,858,554	(1,200,186)
360 Interest	1,750,000	2,105,341	355,341
361/5 Miscellaneous Revenue	208,574	369,996	161,422
370 Police RRRDC	-	-	-
390 Other Financing Sources	8,676,360	7,892,050	(784,310)
TOTAL REVENUES:	\$ 70,315,393	\$ 63,047,670	\$ (7,267,723)
EXPENDITURES:			
0500 City Administrator	3,129,790	\$ 3,125,542	\$ 4,248
1000 Finance	5,803,964	5,546,781	257,183
2000 Planning & Development	6,470,614	6,723,652	(253,038)
3000 Public Works	11,150,127	11,208,862	(58,735)
4000 Fire Department	7,759,595	7,616,389	143,206
5000 Police	16,818,653	11,878,577	4,940,076
6000 Health	7,305,937	7,087,953	217,984
7000 Library	2,437,893	2,357,787	80,106
8001 Commission	507,752	474,674	33,078
8005 Civic Center	474,393	478,369	(3,976)
8540 Social Services	288,000	291,814	(3,814)
8541 Homeless Shelter / Detox	150,110	227,029	(76,919)
8550 Capital Outlay	4,764,755	3,145,919	1,618,836
8570 Contingency	-	(7,532)	7,532
9001 Transfers	2,325,690	2,130,042	195,648
TOTAL OF EXPENDITURES	\$ 69,387,273	\$ 62,285,858	\$ 7,101,415
EXCESS REV OVER (UNDER) EXPENDITURES	\$ 928,120	\$ 761,812	\$ (166,308)



TO: Fargo City Commission
FROM: Dan Mahlin Senior Planner, Community Development
DATE: January 8, 2009
RE: North Dakota Department of Human Service Grant for interpreter services

The City of Fargo has been awarded an allocation from the North Dakota Department of Human Services, Children and Family Services Division, for interpreter services. Fargo was awarded \$6,000.00 to be used to assist with operations of the Metro Interpreter Resource Center.

Recommended Action: Accept the grant allocation to the City of Fargo from the North Dakota Department of Human Services and authorize the Mayor to sign the Memorandum of Agreement.



John Hoeven, Governor
Carol K. Olson, Executive Director

January 2, 2009

Dan Mahli
City Planner
City of Fargo
401 3rd Avenue North
Fargo, ND 58102

RE: CONTRACT #600-07110
AMENDMENT "A"

Dear Mr. Mahli:

Enclosed please find three copies of Contract #600-07110, Amendment "A". Please review, sign and return all three copies to me. When all signatures have been obtained, I will return a copy to you for your files.

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

Sincerely,

Tara Muhlhauser

Tara Muhlhauser
Director
Children and Family Services

TM/db
Enclosures

AMENDMENT TO GRANT AGREEMENT

On or about October 1, 2007, City of Fargo (Grantee) and the State of North Dakota, acting through its North Dakota Department of Human Services, Children and Family Services Division (Grantor) entered into an agreement to provide interpreting resources for the Fargo and West Fargo areas.

The parties agree that certain parts of that agreement should be changed:

- 1) The Term of Grant is changed from October 1, 2007, through September 30, 2008, to October 1, 2007, through September 30, 2009.
- 2) The Compensation section is amended to increase the amount paid under the grant from \$8,000 to \$14,000, an increase of \$6,000. The funding source for the increase is anticipated as follows:

Federal	\$ 6,000.00	Other	\$0.00
State	\$ 0.00	Unknown	\$0.00

Catalog of Federal Domestic Assistance Number 93.566, Department of Health and Human Services, Refugee and Entrant Assistance: State Administered Programs.

All other terms and conditions remain as previously written.

Dated this 30th day of September, 2008.

CITY OF FARGO

By _____

Its _____

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____

TARA LEA MUHLHAUSER, ACTING DIRECTOR
CHILDREN AND FAMILY SERVICES DIVISION

By _____

JULIE LEER
CONTRACT OFFICER

Approved for form and content



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

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 29, 2008

RE: TWO CONTRACTS WITH THE NORTH DAKOTA
DEPARTMENT OF HEALTH FOR VFC/AFIX IMMUNIZATION
PROGRAM AND IMMUNIZATION PROGRAM
CONTRACT NO. 08-1006 CFDA NO. 93.268 VFC/AFIX
CONTRACT NO. 08-984 CFDA NO. 93.268 IMMUNIZATION

This is a request to approve the attached agreements with the North Dakota Department of Health for the VFC/AFIX immunization program coordination and immunization program.

No budget adjustments are required for these contracts.

If you have questions please contact Ruth Bachmeier at 241-1380.

Suggested Motion: Move to approve the contracts with the North Dakota Department of Health for the immunization programs.

RB/la
Enclosure

Contract No. 08-1006 CFDA No. 93.268		North Dakota Department of Health 600 East Boulevard Ave. Dept. 301 Bismarck, ND 58505-0200 Type: NOTICE OF GRANT AWARD (SFN53771)
Contract Period From: January 1, 2009	Through: June 30, 2009	

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: VFC/AFIX Immunization Program **Health Dept. Grant Code:** HL031

Contractor Name and Address: Fargo Cass Public Health (AFIX/VFC) 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 North Dakota Department of Health Division of Disease Control 600 East Boulevard Ave. Dept 301 Bismarck, ND 58505-0200 Telephone: 701.328.4556
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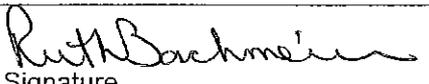
Financial Information	Dept of Health Cost Share	Contractor Cost Share	Total Project/Program Costs
Amount of Financial Assistance	\$34,479	\$0	\$34,479
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$34,479	\$0	\$34,479

Scope of Service:
 Contractor agrees to (1) Provide personnel to conduct combined VFC/AFIX provider site visits of public and private vaccine providers under the direction of the Program Manager; (2) Coordinate immunization provider recruitment with the NDDoH; (3) Attend the annual national immunization conference; (4) In-state travel as needed; (5) Participate in local immunization coalitions; (6) Attend monthly NDDoH VFC/AFIX conference calls; and (7) Participate in other immunization-related activities as needed.

Reporting Requirements:
 Quarterly Expenditure and activity reports are required. Reimbursement will be processed upon Department approval of expenditure and activity reports. Expenditure report for the period ending June 30, 2009 must be received by **July 15, 2009**.

Special Conditions:
 Financial obligation of the Department is contingent upon funds being made available by the US Department of Human Services.

This contract is subject to the terms and conditions incorporated either directly or by reference in the following:
 (1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only Requirements Received]; (2) Applicable Federal and State regulations.

Evidence of Contractor's Acceptance		Evidence of Departmental Acceptance	
 Signature	December 29, 2008 Date	Signature	Date
Typed Name and Title of Authorized Representative Ruth Bachmeier Director of Public Health		Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative Dennis R. Walaker Mayor, City of Fargo		Typed Name and Title of Authorized Representative Kirby Kruger, Director Division of Disease Control	

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

Page 22. 08-984 CFDA No. 93.268		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 TYPE: NOTICE OF GRANT AWARD (SFN53771)
Contract Period From: January 1, 2009	Through: June 30, 2009	

This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.

Title of Project/Program: Immunization Program **Health Dept. Grant Code:** H031

Contractor Name and Address: Fargo Cass Public Health 401 Third Avenue North Fargo, ND 58102-4839 Contact Name: Ruth Bachmeier, Director of Public Health Telephone: 701.241.1360	North Dakota Department of Health Program Director: Molly Sander, Immunization Program Manager North Dakota Department of Health Division of Disease Control 600 East Boulevard Avenue Bismarck, ND 58505-0200 Telephone: 701.328.4556
---	---

Financial Information	Dept of Health Cost Share	Contractor Cost Share	Total Project Costs
Amount of Financial Assistance	\$41,100	\$0	\$41,100
Previous Funds Awarded	\$	\$0	\$
Total Funds Awarded to Date	\$41,100	\$0	\$41,100

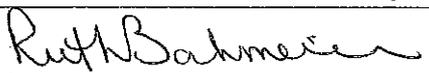
Scope of Service: (1) Increase the immunization levels within grantee service area through increased service delivery activities, collaboration with private immunization providers, Indian Health Services, schools, and childcares, participation in immunization coalitions, linkage with WIC agencies, immunization coverage assessment activities, educational/promotional activities, and tracking and reminder/recall activities. (2) Provide assistance with surveillance and reporting of vaccine-preventable diseases and involvement in case investigations.

Reporting Requirements:
 Quarterly Expenditure and activity reports are required. Expenditure report for the period ending June 30, 2009 must be received by July 15, 2009. Reimbursement will be processed upon Department approval of activity and expenditure reports.

Special Conditions:
 Financial obligation of the Department is contingent upon funds being made available by the US Department of Human Services.

 Progress towards the goal of increasing immunization rates will be monitored using the NDHS by producing county level immunization compliance survey reports along with AFIX/CASA provider site visits.

This contract is subject to the terms and conditions incorporated either directly or by reference in the following:
(1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only Requirements Received]; (2) Applicable Federal and State regulations.

Evidence of Contractor's Acceptance		Evidence of Departmental Acceptance	
 Signature	December 29, 2008 Date	Signature	Date
Typed Name and Title of Authorized Representative Ruth Bachmeier Director of Public Health		Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative Dennis R. Walaker Mayor, City of Fargo		Typed Name and Title of Authorized Representative Kirby Kruger, Director Division of Disease Control	

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



Finance Office

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

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

RE: AUTHORITY TO CONTRACT FUEL PURCHASES FOR 2009 FISCAL YEAR

DATE: JANUARY 8, 2009



The City of Fargo is a major consumer of fuels to support the various services provided to the public. Currently, we consume about 500,000 gallons of diesel fuel and about 200,000 gallons of gasoline. Our purchasing methodology in the past has been to buy fuel based upon market prices at delivery date. This process has worked for us in the past; however, current market prices for fuel have fallen significantly since our 2009 budgets were developed.

Management predicts that market demands for fuel will increase as the proposed economic stimulus package unfolds and that market prices are likely to increase as we near the construction season. Management staff perceives this as an opportunity to save money and to take a proactive approach to overall budget control.

A recommendation is being made to authorize the City of Fargo staff to lock in fixed prices by contracting our fuel purchases for the 2009 fiscal year. Your approval of this recommendation is requested.

Suggested Motion:

Authorize City of Fargo staff contract fuel purchases for the 2009 fiscal year.





Handwritten initials "H1" inside an oval.

ASSESSMENT DEPARTMENT

December 30, 2008

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 Mark & Teresa Moderow. A description of the property involved, type of improvements to be made and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$410 with the City of Fargo's share being \$55.

Sincerely,

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

Ben Hushka
City Assessor

tla

attachment

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

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

Property Identification

1. Name of Property Owner: MARY & TERESA MODEROW Phone No. 793-4030

2. Address of Property: 1742 15th ST S

City: FARGO State: ND Zip Code: 58103

3. Legal description of the property for which the exemption is being claimed: LT 16, BLK 4, BOHNACK'S 1ST

4. Parcel Number: D1061 001000 Residential Commercial Central Business District

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 ADDITION

7. Building Permit No. 31448 8. Year Built 1935

9. Date of Commencement of making the improvement: _____

10. Estimated market value of property before improvement: \$ _____

11. Cost of making the improvement (all labor, material and overhead): \$ 20,000.00

12. Estimated market value of property after improvement: \$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature: Teresa Moderow Date: 12-14-08

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): 15 YEARS

Assessor's Signature: [Signature] Date: 12/30/08

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: _____

241-1339



h 2

ASSESSMENT DEPARTMENT

December 30, 2008

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 Frank & Linnea Anderson. A description of the property involved, type of improvements to be made and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$820 with the City of Fargo's share being \$110.

Sincerely,

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

Ben Hushka
City Assessor

tla

attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Frank + Linnea Anderson Phone No. 701 293 9037

2. Address of Property 1725 N Elm
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Ridgewood
Lot 9 B1K 3

4. Parcel Number 012360 0045 0000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1725 N Elm
City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Added a 4 Season
room (14x16) on the ^{east} side of house w/ small deck

7. Building Permit No. _____ 8. Year Built 2008 / 1957

9. Date of Commencement of making the improvement July 1, 2008

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

11. Cost of making the improvement (all labor, material and overhead) \$ 40,000

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

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Frank Anderson Date 12/20/08

Assessor's Determination

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

Assessor's Signature [Signature] Date 12/21/08

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



PUBLIC WORKS OPERATIONS

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



January 12, 2009

The Honorable Board of City Commissioners City of Fargo 200 North Third Street Fargo, North Dakota 58102

Commissioners:

Attached is the Second Addendum to Memorandum of Understanding between the City of Fargo and Fargo Public Schools which if approved will allow the Fargo Public Schools to utilize the fueling site at the Public Works Building.

I have met with Dan Huffman, Jim Frueh and Randy Larson from Fargo Public Schools and discussed the feasibility for using this fueling facility and have worked with Butch McConn in drafting this Memorandum.

Recommended action. Approve the Memorandum allowing the Fargo Public Schools to use the City of Fargo fueling facility.

Respectively submitted,

Harold Pedersen Fleet Services Manager

Central Fueling, Fleet Purchase And Vehicle Maintenance

Right of Way Maintenance Sanitary & Storm Sewer Maintenance

Snow Removal Street Maintenance Street Name Sign Maintenance

Urban Forestry Watermeters Watermain Distribution



SECOND ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
CITY OF FARGO AND FARGO PUBLIC SCHOOLS

THIS AGREEMENT made and entered into effective the ____ day of _____, 2009, by and between FARGO PUBLIC SCHOOL DISTRICT NO. 1, whose address is 415 North 4th Street Fargo, North Dakota 58107-0447, hereinafter "School District," and the CITY OF FARGO, a municipal corporation, whose address is 200 North Third Street, Fargo, North Dakota 58102, hereinafter "City."

WITNESSETH:

WHEREAS, the parties previously entered into a Memorandum of Understanding dated May 1, 2007, concerning the School District's willingness to allow City to use its facilities during a large-scale public health emergency, disaster or bioterrorism event; and,

WHEREAS, the parties amended the previously entered into Memorandum of Understanding dated May 1, 2007, on March 10, 2008, to address the City's willingness to allow the School District to use its facilities during a large-scale public health emergency, disaster or bioterrorism event; and,

WHEREAS, the City operates a Central Garage located at 402 23rd St. N., Fargo, ND, at which they provide fuel for vehicles owned and operated by the City; and,

WHEREAS, the School District is desirous to refuel vehicles it owns and operates at the Central Garage; and,

WHEREAS, the City is willing to allow the School District to use the Central Garage to refuel vehicles the School District owns and operates; and,

WHEREAS, the parties agree to amend their Memorandum of Understanding dated May 1, 2007, and amended on March 10, 2008, by adding certain language permitting the School District's use of the Central Garage to refuel its vehicles.

NOW, THEREFORE, the parties hereto agree:

1. To add the following paragraph to the Memorandum of Understanding:

12. The City agrees to allow the School District the use of the City's refueling station at the City's Central Garage, located at 402 23rd St. N., Fargo, ND. Prior to the commencement of such use the parties shall reduce to writing the terms and conditions of the refueling process. Either party may terminate the use provided in this paragraph 12 by giving the other party 30-days written notice prior to such termination.

The School District's use of the City's refueling station under the circumstances described in this paragraph is with the understanding that such use is subordinate to the City's use of its refueling station and that the City will use its best efforts to accommodate the School District's needs.

School District acknowledges that the use of the City's refueling station may be dangerous and involves certain risks. The School District assumes such danger and risk and agrees to indemnify, hold harmless and defend the City, its agents, servants and employees from and against all claims, actions, losses, costs and expense (including attorney's fees and litigation costs), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by any third parties in connection with loss of life, personal injury and/or damage to property arising from, directly or indirectly, wholly or in part, (i) the use of the City's refueling station by the School District or any person claiming through or under the School District, including any contractor, agent, employee, invitee or licensee of the School District, or (ii) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction over the School District or by anyone claiming by, through or under the School District.

The City and School District, if mutually agreed upon, may elect to have School District vehicles maintained by City personnel at the City's Central Garage. The City shall bill monthly the School District for labor and materials expended while maintaining School District vehicles. The labor rate will be mutually agreed upon by the parties. The materials will be billed at the cost of the part(s) plus any freight or handling charges incurred by the City.

2. All other covenants, promises and agreements set forth in the Memorandum of Understanding remain in full force and effect and are binding upon the parties.

DATED and effective the date and year first above written.

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

Fargo Public School District No. 1

By: _____
Rick Buresh, Superintendent

RECOMMENDED MOTION

Approve the following for Pedestrian Bridge District No. 5838, NDDOT Project TEU-8-984(110)113:

1. NDDOT Cost Participation and Maintenance Agreement
2. Project Concept Report and Project Decisions

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \$200,000 Federal TE
Balance – Special Assessments

Developer meets City policy for payment of delinquent specials	<u>Yes</u>	<u>No</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
30% escrow deposit required	<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>X</u>
<u>X</u>	<u>X</u>		
<u>X</u>	<u>X</u>	<u>Dan Eberhardt</u>	

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

Page 36 To construct the project in conformity with the construction contract. Changes to the plans shall meet the requirements of 23 CFR.

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. The City will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

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. NDDOT will:
 - a. Evaluate the bids as to the sufficiency of DBE participation and the bidder's good faith efforts in satisfying the requirements of the current edition of special provision, *Utilization of Disadvantaged Business Enterprises* (Race Neutral or Race Conscious) and 49 CFR Part 26, participation by Disadvantaged Business Enterprises in DOT Programs. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - b. Concur in the award of the contract for the sole purpose of enabling the City to procure federal aid for the construction of the project.
3. The City 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. Tabulate the bids for determination of the lowest responsible bidder and execution of the contract.
 - c. Distribute copies of the executed contract, plans, and contract documents to the parties.
4. During the construction of the project, the City will:

- Page 37
- 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* and *Construction Manual*.
 - b. 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.
 - c. 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. 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.
2. Provide maintenance to the completed project at its own cost and expense.
3. 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. The City will make all contract payments. No costs will be incurred by NDDOT for the construction and maintenance of this project. NDDOT will reimburse the City for the amount paid by FHWA. Payment will be made upon receipt of the engineer's estimate.
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 their 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 3rd Street
Fargo, ND 58102

7. 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.
8. 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

Page 39 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.

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

APPROVED:

Erik Johnson
CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE
1/12/09
DATE

City of Fargo

Dennis R. Walaker
NAME (TYPE OR PRINT)

SIGNATURE
* Mayor

TITLE
1/12/09
DATE

ATTEST:

Steve Sprague
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE
1/12/09
DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the date last below signed.

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President City Commission

DOT 1019 (Div. 38)
L.D. Approved 8-05-03; 7-08

VMD

Risk Management Appendix

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. 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.

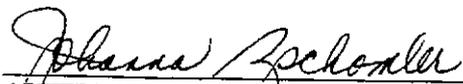
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

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

TRANSPORTATION ENHANCEMENT PROJECT

Project No. TEU-8-984(110)113

PROJECT CONCEPT REPORT

Prepared by
CITY OF FARGO
FARGO, NORTH DAKOTA

www.ci.fargo.nd.us/

CITY ENGINEER
Mark Bittner

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

December 2008

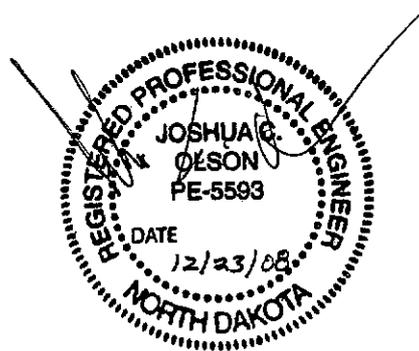
ND DOT Transportation Enhancement Project No.
TEU-8-984(110)113

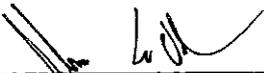
City of Fargo Project #5838

Pedestrian Bridge over Drain #27
Near 48th Avenue South

CERTIFICATION

I hereby certify that this 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
North Dakota Reg. No. 5593

12-23-08

Date

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 to best serve the residents of Fargo, particularly those that live in the developing area of southwest 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: February 14, 2009

Bid Opening: March 18, 2009

Alternatives (Note: See pages 8 and 10 of the PCR for the layout sketches)

No Build Alternative: No Build

Alternative 1: Perpendicular to Drain #27 (Approximately 136 feet long)

Option A: Pre-Fabricated Steel Superstructure

Option B: Concrete Superstructure

Alternative 2: 20° Skew to Drain #27 (Approximately 144 feet long)

Option A: Pre-Fabricated Steel Superstructure

Option B: Concrete Superstructure

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 (TE) and local funds to be determined

Alternative	Advantages	Disadvantages
No Build	<ul style="list-style-type: none"> • Lowest cost 	<ul style="list-style-type: none"> • Does not address purpose and need
Alternative 1 - Perpendicular to Drain #27	<ul style="list-style-type: none"> • Lower construction cost • Less impact to existing shared use path system • Smaller footprint for construction 	<ul style="list-style-type: none"> • Does not provide a continuous movement for pedestrians from east to west – West approach to bridge is designed as a stop condition • Does not utilize the Fargo Park District property on the west side of Drain #27 • Does not tie into future shared use path under WAPA line to the west with a continuous movement
Alternative 2 – 20° Skew to Drain #27	<ul style="list-style-type: none"> • Provides a continuous movement for pedestrians from the east to west • Utilizes the Fargo Park District property on the west side of Drain #27 • Provides continuity between future shared use path under WAPA lines to the west 	<ul style="list-style-type: none"> • Higher construction cost • More impact to existing shared use path • Larger footprint for construction

City of Fargo Decisions

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

Yes
 No

2. Which alternative(s) should be selected?

No Build Alternative

Alternative 1 – Perpendicular to Drain #27

Option A – Pre-Fabricated Steel Superstructure
(Estimated Cost = \$342,000)

Option B – Concrete Superstructure
(Estimated Cost = \$314,000)

Alternative 2 – 20° Skew to Drain #27

Option A – Pre-Fabricated Steel Superstructure
(Estimated Cost = \$403,000)

Option B – Concrete Superstructure
(Estimated Cost = \$368,000)

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

Special Assessments

Infrastructure Sales Tax Dollars

II. Purpose and Need

A. Purpose of the Proposed Action

The purpose of this project is to determine the type, size, and location of a pedestrian bridge that will provide connectivity between existing shared use paths in Fargo.

B. Need for the Proposed Action

The project is needed to connect the current shared use path along the west side of Drain #27 and the new shared use path along 52nd Avenue South. The proposed pedestrian bridge is envisioned to be a single span structure located in southwest Fargo near 48th Avenue South. Refer to Figure II-1 for the location of the proposed pedestrian bridge. The pedestrian bridge will also provide access to the playground and the Fargo Park District practice fields located east of Drain #27 in the Osgood development. This pedestrian bridge will benefit all the area residents and the overall transportation system.

C. Existing Conditions

The proposed pedestrian bridge will cross Drain #27 near 48th Avenue South and be located south of the Western Area Power Administration (WAPA) power lines which run in a southeasterly direction. Currently, the connection between the shared use path running along the west side of Drain #27 and the new shared use path along 52nd Avenue South does not exist. The adjacent land to the west of the proposed pedestrian bridge is mainly open, undeveloped areas, but homes and townhomes backing onto the shared use path are planned for the future. The adjacent land to the east of the proposed pedestrian bridge consists of Fargo Park District practice fields and playground equipment.

1. Funding Classification

The project is scheduled to be funded with Transportation Enhancement and local funds.

2. Typical Section

The Existing typical section for the shared use path is comprised as follows:

- Width = 10 feet
- Section = 4 inches Concrete on 2 inches Aggregate Base
- Reinforcing = 2 foot on center each way

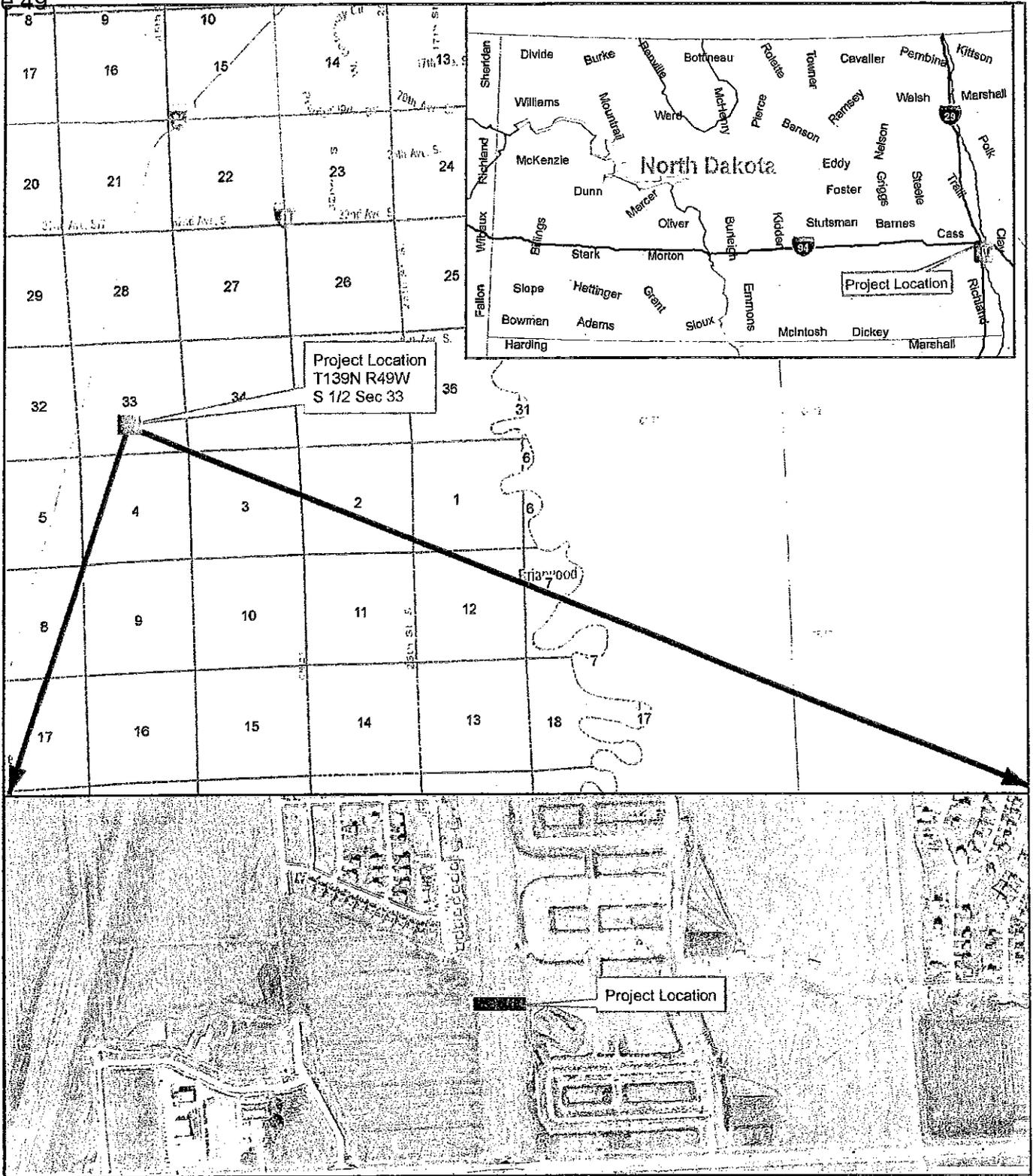


Figure II-1 Project Location Map

III. Alternatives

A. Description of the No-Build Alternative (Alternative A)

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 on the west side of Drain #27 and the Fargo Park District land, shared use path network, and residents on the east 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:

- Alternative 1 – Perpendicular to Drain #27
 - Option A – Pre-Fabricated Steel Superstructure
 - Option B – Concrete Superstructure
- Alternative 2 – 20° Skew to Drain #27
 - Option A – Pre-Fabricated Steel Superstructure
 - Option B – Concrete 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 5 percent, vertical clearance to obstruction would be eight (8) feet, horizontal clearance to obstruction would be three (3) feet, and the recommended minimum radius for the horizontal alignment would be one-hundred (100) feet.

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. The shared use path would connect the proposed pedestrian bridge with the existing 10 foot concrete paths located on both sides of Drain #27.

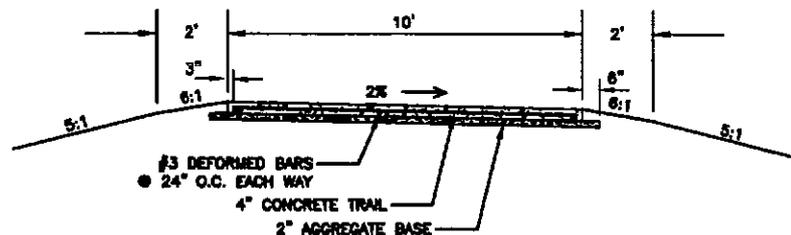


Figure III-1 Typical Shared Use Path

c. Drainage

Additional fill material would be required to connect the pedestrian bridge with the existing shared use path on the east side of Drain #27. Both alternatives will also include some grading on the west side of Drain #27. However, no drainage impacts are anticipated to any existing structures and only minor impacts are anticipated to the existing flow through Drain #27.

d. Hydrologic and Hydraulic Analysis

The Hydrologic and Hydraulic Analysis Report recommended a single span structure for the new bridge with a total length of approximately one-hundred forty (140) feet. The low cord should not be set lower than elevation 907.0 feet (1988 NAVD).

e. Right-of-Way

The footprint required for the construction of the pedestrian bridge and the approaches is within the existing Drain #27 right-of-way, Fargo Park District property, and/or the Public Utility Easement located on the west side of Drain #27.

f. Utilities

No changes to utilities are anticipated. The existing WAPA power lines running directly north of the proposed bridge location and the existing overhead power lines running along the west bank of Drain #27 have been identified and will be taken into account during the design, and construction phases of the project.

g. Railroad Crossings

No railroad crossings are located within or near this project.

h. Landscaping

No landscaping improvements are proposed as part of this project.

i. Lighting

No lighting improvements are proposed as part of this project. At which time lighting along the adjacent shared use paths is provided; an analysis for lighting at the pedestrian bridge should be conducted.

j. Access Control

No access control improvements are proposed as part of this project.

k. Parking

No parking improvements are proposed as part of this project.

This alternative includes the construction of a new pedestrian bridge approximately one-hundred thirty-six (136) feet long located perpendicular (90° angle) to the existing channel. (See Figure III-2) The bridge substructure would include cast-in-place concrete abutments and be supported by deep foundation piling. The superstructure would be one of the following two options:

- *Option A – Pre-fabricated Steel Superstructure*

The superstructure would be a single span pre-fabricated steel H-section manufactured off site. The superstructure would then be transported to the site, assembled, and installed. The deck clear width would be ten (10) feet wide and made of concrete. A cross-section of the pre-fabricated steel H-section is shown in Figure III-3.

- *Option B - Concrete Superstructure*

The concrete option consists of a single span cast-in-place concrete deck supported at mid-depth by a pair of prestressed concrete I-beams, which also would serve as curb/rail for the bridge. The prestressed concrete I-beams would be manufactured off site. The concrete I-beams would 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 traveling 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:

- The advantages to building the pedestrian bridge perpendicular to Drain #27 include the following:
 - Lower construction cost
 - Less impact to existing shared use path system
 - Smaller footprint for construction
- The disadvantages to building the pedestrian bridge perpendicular to Drain #27 include the following:
 - Does not provide a continuous movement for pedestrians from east to west – West approach to bridge is designed as a stop condition
 - Does not utilize the Fargo Park District property on the west side of Drain #27
 - Does not tie into future shared use path under WAPA line to the west with a continuous movement

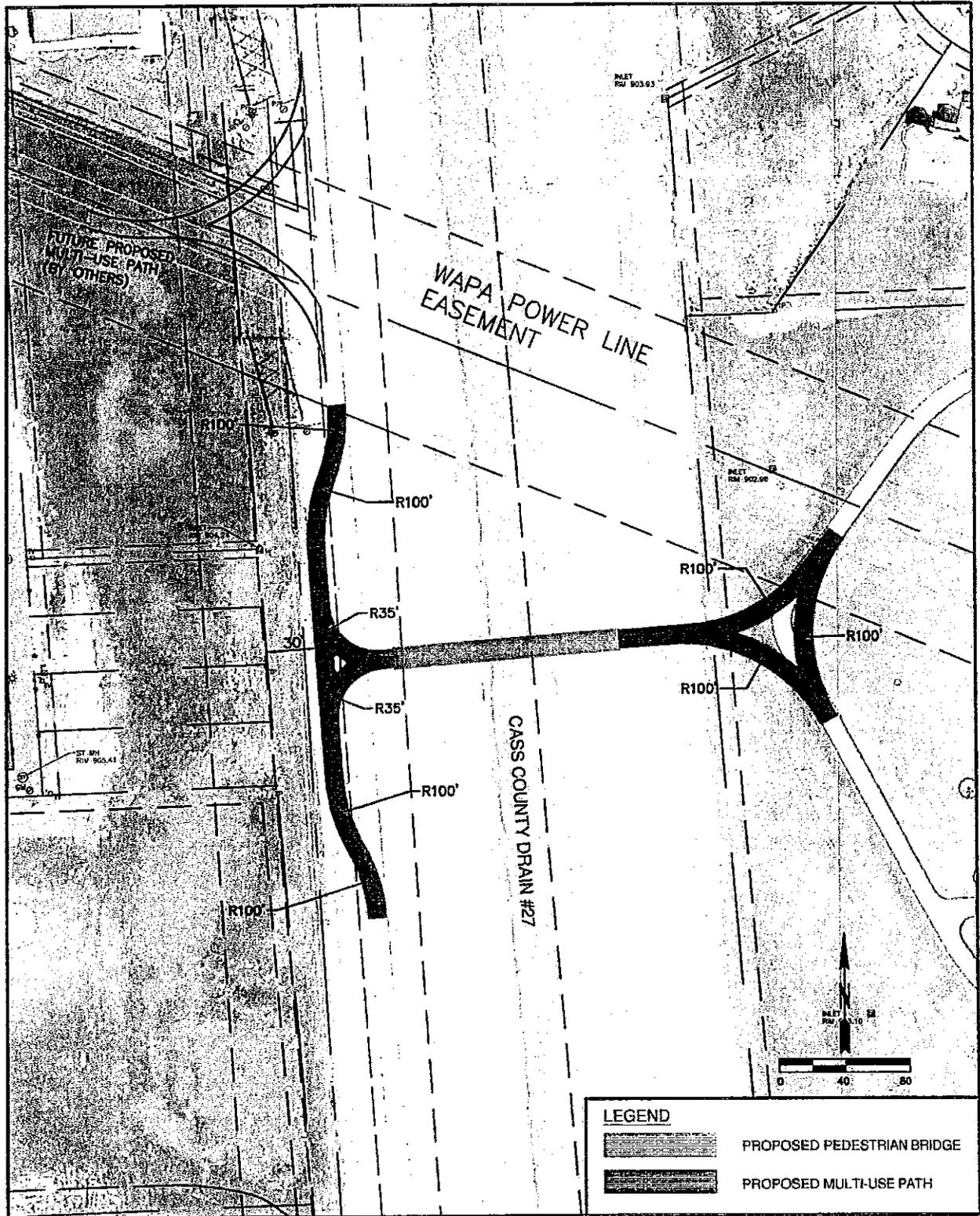


Figure III-2 Alternative 1 – Perpendicular to Drain #27

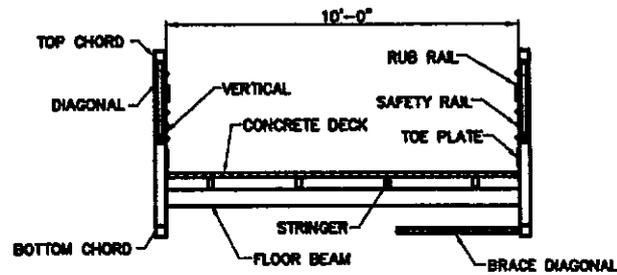


Figure III-3 Pre-Fabricated Steel Superstructure

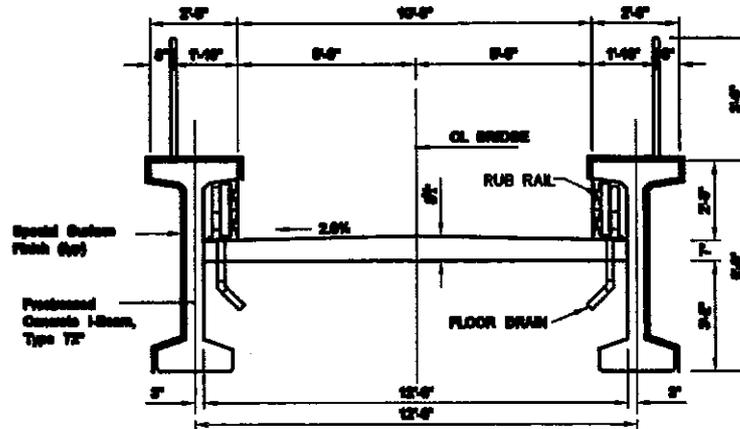


Figure III-4 Concrete Superstructure

3. Mainline Alternative 2 - 20° Skew to Drain #27

This alternative would include the construction of a new pedestrian bridge approximately one-hundred forty four (144) feet long located at a 20° skew to the existing channel. (See Figure III-5) The bridge substructure would include cast-in-place concrete abutments and be supported by deep foundation piling. The superstructure would be one of the following two options:

- Option A – Pre-fabricated Steel Superstructure**
 The superstructure would be a single span pre-fabricated steel H-section manufactured off site. The superstructure would then be transported to the site, assembled, and installed. The deck clear width would be ten (10) feet wide and made of concrete. A cross-section of the pre-fabricated steel H-section is shown in Figure III-3.
- Option B - Concrete Superstructure**
 The concrete option consists of a single span cast-in-place concrete deck supported at mid-depth by a pair of prestressed concrete I-beams, which also would serve as curb/rail for the bridge. The prestressed concrete I-beams would be manufactured off site. The concrete I-beams would 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 traveling public. The proposed cross-section of the concrete superstructure is shown in Figure III-4.

a. General Analysis

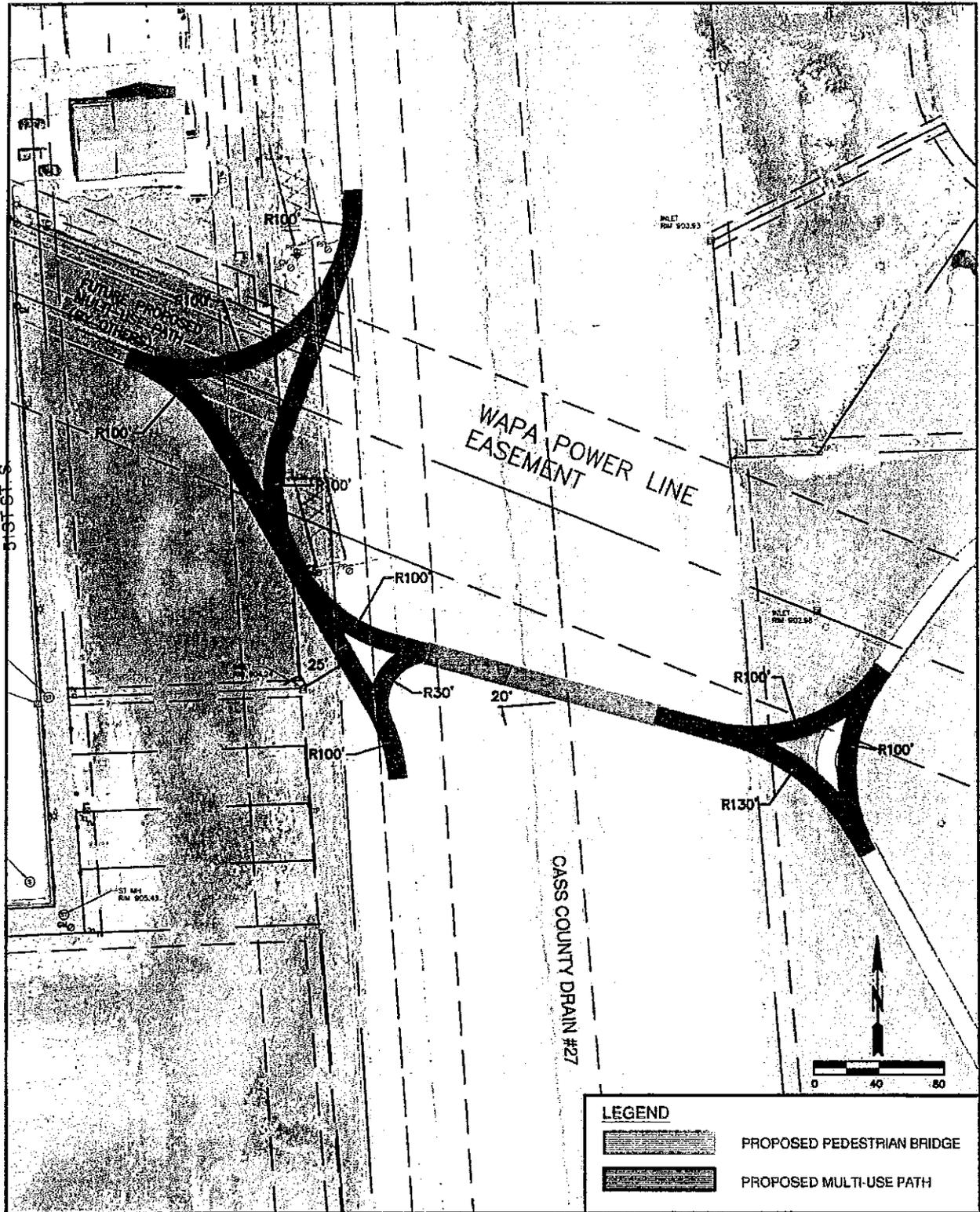
A cursory analysis of this alternative was completed and provided the following advantages and disadvantages to building the pedestrian bridge at a 20° skew to Drain #27:

- The advantages to building the pedestrian bridge at a 20° skew to Drain #27 include the following:
 - Provides a continuous movement for pedestrians from the east to west
 - Utilizes the Fargo Park District property on the west side of Drain #27
 - Provides continuity between a future shared use path under the WAPA lines to the west

- The disadvantages to building the pedestrian bridge at a 20° skew to Drain #27 include the following:
 - Higher construction cost
 - More impact to existing shared use path
 - Larger footprint for construction

C. Work Zone Traffic Control

This project will not affect the local transportation system and therefore a traffic control plan will not be required. However, it may be beneficial to provide some advanced warning on the current shared use path system to inform the public when the path is closed for construction.



The following is a summary of the project schedule:

Table III-1 Project Schedule	
Public Input Meeting	November 18, 2008
Project Concept Report Submittal	December 23, 2008
PS & E Review	Week of February 2, 2009
Plans Complete	February 14, 2009
Bid Opening (City of Fargo Bid Opening)	March 18, 2009
Completion Date	July 1, 2009

The improvements are programmed to use federal Transportation Enhancement funding (TE) with a maximum contribution of \$200,000. The City of Fargo will be responsible for any additional cost beyond the \$200,000. The detailed cost estimates are presented in Appendix 2. A summary of costs is provided as follows:

Table III-2 Opinion of Project Cost			
	Estimated Costs		
	Federal	Local	Total
Alternative 1 – Perpendicular to Drain #27			
Option A – Pre-Fabricated Superstructure	\$200,000	\$142,000	\$342,000
Option B – Cast-In-Place Superstructure	\$200,000	\$114,000	\$314,000
Alternative 2 - 20° Skew to Drain #27			
Option A – Pre-Fabricated Superstructure	\$200,000	\$203,000	\$403,000
Option B – Cast-In-Place Superstructure	\$200,000	\$168,000	\$368,000

E. Maintenance Responsibility

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

IV. Environmental Impacts

A. Temporary Construction

Activities necessary for the infrastructure improvements will have temporary air quality and noise impacts from the operation of the construction equipments and the material hauling trucks.

There will be impacts to water quality as a result of minor erosion of the soil and pavement materials disturbed or removed during construction.

B. Cultural Resources

A Class I Cultural Resource Inventory has been completed by Beaver Creek Archeology, Inc. in the project area. Please see Appendix 1 for the report. The NDDOT Cultural Resource Section has consulted with the ND State Historic Preservation Office (SHPO) in regard to this project. SHPO has concurred in a finding of No Historic Properties Affected (SHPO Reference #09-0032). This project will not have a significant impact on cultural resources. See the SHPO concurrence letter and other correspondence in Appendix 1.

C. Threatened and Endangered Species

Consultation with the US Fish and Wildlife (USFWS) indicated that 2 species occur within Cass County. These include the endangered whooping crane, and the endangered grey wolf. At this time the USFWS is not aware of any listed species in the project area.

D. Flood Plain

The project is proposed to be built within the FEMA floodplain according to the Flood Insurance Rate Map dated March 24, 1993. Prior to construction in the floodplain, the City of Fargo will apply for a non-building floodplain development permit.

E. 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

A. Environmental Commitments

- *US Fish and Wildlife Service*

Develop and implement an erosion control plan to minimize soil loss and prevent sedimentation from adversely affecting Drain #27. This will be completed during the design phase of the project.

Upland areas that are disturbed outside of the footprint of the path should be promptly seeded with a grass mixture suited for the soils in the project area. The grass mixture used will be consistent with the type used in Drain #27.

- *ND State Water Commission*

All waste materials associated with the project must be disposed of properly and not placed in identified floodway areas.

- *ND Department of Health*

Minimize fugitive dust emissions created during construction activities

Minimize degradation to the nearby waterways by preventing petroleum spills and revegetation of any disturbed areas.

Minimize noise levels in the vicinity of the project

B. Permits

- The North Dakota Pollutant Discharge Elimination System (NDPDES) Permit to discharge storm water runoff will be required.
- A City of Fargo non-building floodplain development permit to construct the bridge in the floodplain will be required.
- A U.S. Army Corps of Engineers Section 404 permit will be required.

VI. Public Involvement

Solicitation of view letters were sent to various Federal, State, and local agencies. A list of agencies and individuals contacted and their respective replies regarding the proposed pedestrian bridge project are shown in Appendix 1.

A public input meeting was also conducted to receive comments and input from area residents and business owners. No comments were received at the public input meeting regarding the proposed improvements to the shared use path network and the pedestrian bridge. The following is a summary of the agency and public input activities associated with this project:

October 1, 2008

November 9 & 16, 2008

November 18, 2008

January, 2009

Initial Solicitation of Agency views

Notice of Public Input Meeting published in the Fargo Forum

Public Input Meeting

Fargo City Commission Review



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5780

Type: Final Balancing Change Order No. 1

Location: Streets in the area from 13th Avenue South to I-94 between 32nd & 35th Street South

Date of Hearing: 01/06/09

<u>Routing</u>	<u>Date</u>
City Commission	01/12/09
PWPEC File	X
Project File	Jason Hoogland
Petitioners	_____
David W. Johnson	_____

The Committee reviewed Final Balancing Change Order No. 1 for street rehabilitation, Improvement District No. 5780.

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

RECOMMENDED MOTION

Approve Final Balancing Change Order No. 1 in the amount of \$7,712.38 for District No. 5780.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:	<u>Special Assessment</u>	<u>56% (Approx.)</u>
	<u>Street Rehab</u>	<u>44% (Approx.)</u>

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>_____</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>_____</u>
30% escrow deposit required	<u>N/A</u>	<u>_____</u>

COMMITTEE

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

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

Cc: Bev Martinson

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5780
 Date Entered:
 Date Printed: 11/28/2008

Chg Ord No: 1
 For: Strata Corporation

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
6	3664	Remove & Replace Asphalt Pavement	SY	150.00	0.00	150.00	-97.56	52.44	20.00	-1,951.20
6	4046	Engineered Paving Mat	SY	3,755.00	0.00	3,755.00	-83.00	3,672.00	8.50	-705.50
6	4202	Aggregate for Asphalt Wearing Course	TON	6,200.00	0.00	6,200.00	-619.90	5,580.10	30.00	-18,597.00
6	4221	Asphalt Cement	GAL	100,233.00	0.00	100,233.00	-25,605.52	74,627.48	1.60	-40,968.83
6	4312	Remove & Replace Curb & Gutter	LF	1,000.00	0.00	1,000.00	1,845.10	2,845.10	32.00	59,043.20
6	4325	Remove & Replace 6" Concrete Driveway	SY	100.00	0.00	100.00	0.13	100.13	50.00	6.50
6	4345	Furnish Manhole Casting & Cover	EA	40.00	0.00	40.00	10.00	50.00	350.00	3,500.00
6	4354	Milling 1-2"	SY	1,000.00	0.00	1,000.00	-439.34	560.66	3.00	-1,318.02
6	4444	Furnish Manhole Cover/Concealed Pick Hole	EA	16.00	0.00	16.00	-16.00	0.00	200.00	-3,200.00
6	4480	Remove & Replace Watertight Manhole Seals	EA	1.00	0.00	1.00	-1.00	0.00	300.00	-300.00
6	4485	Casting to Grade (Over Depth)	EA	1.00	0.00	1.00	-1.00	0.00	800.00	-800.00
6	4492	Gate Valve Boxes to Grade	EA	8.00	0.00	8.00	1.00	9.00	400.00	400.00
6	4604	Sodding	SY	200.00	0.00	200.00	631.65	831.65	13.25	8,369.36
6	7565	Grooved Plastic Markings (arrows)	SF	80.00	0.00	80.00	-2.50	77.50	15.75	-39.38
6	7570	4" Grooved Plastic Marking Film	LF	1,654.00	0.00	1,654.00	66.00	1,720.00	3.10	204.60
6	7571	6" Grooved Plastic Marking Film	LF	132.00	0.00	132.00	6.00	138.00	4.70	28.20
6	7573	16" Grooved Plastic Marking Film	LF	76.00	0.00	76.00	-19.00	57.00	14.30	-271.70
6	10001	Extra Item - Towing Charges	LS	0.00	0.00	0.00	0.50	0.50	1,260.00	630.00
6	11231	Extra Item - remove and replace sidewalk	SY	0.00	0.00	0.00	19.76	19.76	39.38	778.15
6	11232	Extra Item - detectable warning panels	SF	0.00	0.00	0.00	48.00	48.00	60.50	2,904.00
Paving Sub Total										7,712.38
Total:										7,712.38

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5780
 Date Entered:
 Date Printed: 11/28/2008

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Source of Funding: *St Rehab + Special Assessments*
 Net Amount Change Order 1: \$7,712.38
 Previous Change Orders: \$0.00
 Original Contract Amount: \$539,734.40
 Total Contract Amount: \$547,446.78

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

APPROVED:

APPROVED:

Mark H. Bittner

City of Fargo Engineer

[Signature]

For Contractor

Mayor

Project Manager

Title

Attest