

FARGO CITY COMMISSION AGENDA
Monday, May 18, 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, May 4, 2009).

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

- a. 1st reading of an Ordinance Relating to the Electrical Code.
- b. 2nd reading, waive reading and final adoption of an Ordinance Relating to Ordinance Violations; 1st reading, 5/4/09.
- c. Change Orders for the Main Library: No. 001 from SDDI for an increase of \$1,904.00; No. 001 from MBA Development Company d/b/a InterOffice for an increase of \$3,313.11; No. 001 from Embury, Ltd. for an increase of \$888.12.
- d. Health Department budget adjustment and contract with the North Dakota Department of Health for a Protect ND Kids immunization program (PF08-319).
- e. Community Development:
 - (1) Forgiveness of Fargo Housing Rehab assistance of \$5,333 for property at 1214 2nd Street North due to demonstrated hardship.
 - (2) Sale of NRI property at 806 8th Street North for \$61,000.
- f. Application filed by Gary and Amie Haugo for a five-year tax exemption for improvements made to a building at 808 8th Street South.
- g. Gaming Site Authorizations:
 - (1) Northern Prairie Performing Arts at the Windbreak Lounge, Old Broadway and Doublewood Inn.
 - (2) Team Makers Club, Inc. at the Holiday Inn and Fargodome.
 - (3) Prairie Public Broadcasting, Inc. at Tailgator's, Labby's and Dempsey's Public House.
 - (4) Special Olympics North Dakota at Rooters Bar, Inc.
 - (5) National Multiple Sclerosis Society – North Central States Chapter at TGIF Friday's, The Box – Select Inn and Rick's Bar and Grill.
 - (6) ShareHouse, Inc. at the Bismarck Tavern and Woody's Bar.
 - (7) North Dakota Association for the Disabled, Inc. at O'Kelly's.
 - (8) Plains Art Museum at Blue Wolf Casino located in Cactus Jack's Saloon (Amended).
- h. Application filed by the Fargo Moorhead Symphony Guild for a raffle on 6/3/09.
- i. Agreement with the Fargo Country Club for restoration of property damaged by installation and removal of an emergency levee across the Club's property.

Resolution Relinquishing Extraterritorial Authority of a Portion of Warren and Mapleton Townships (The Northeast Quarter of Section 35 and Section 36, Mapleton Township and the North Half and the Southeast Quarter of Section 01, Warren Township).

- k. Bid award for replacement of the transit electronic fare collection system to GFI Genfare.
- l. Bid awards for water main repair materials to Northern Water Works and Fargo Water Equipment.
- m. Resolution Regarding Management of Fargo Landfill.
- n. Automated refuse truck leases with Northern Truck Equipment and Sanitation Products.
- o. Proposals from Sanitation Products for residential refuse containers and Ameri-kart for curbside recycling bins.
- p. Relinquishment of Easement documents for property owned by the Municipal Airport Authority regarding the sewer collector project along County Road No. 20 from 45th Street SW to University Drive (Project No. 5799).
- q. Revised Flood Protection Incentive Program.
- r. Development Agreement with Wal-Mart for 53rd Avenue South extension.
- s. Cost Participation and Indemnity Agreement for the Red River Zoo frontage road relocation (Improvement District No. 5837).
- t. NDDOT Cost Participation Agreements for Project Nos. 5881, 5882-02 and 5886 and Improvement District No. 5883.
- u. Change Order No. 1 for an increase of \$19,069 for Project No. 5726.
- v. Contract and bond for Project No. 5869.
- w. Bills.
- x. Create Improvement District Nos. 5784, 5844 and 5862.
- y. Contract and bond for Improvement District No. 5703.

* * * Regular Agenda * * *

- 1. Petition for annexation of 36.26 acres of land located in Section 13, T138N, R49W (the north half of the east half of the Northwest Quarter of Section 13).
 - a. If approved, direct City Attorney to prepare Ordinance.
- 2. Request from the Hawthorne Neighborhood Association Executive committee regarding LED signs in the City of Fargo.
- 3. Communication regarding acquisition of property for flood mitigation purposes.
- 4. Presentation of the Human Relations Commission 2009 Strategic Plan and Annual Report.

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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



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 23-0203 AND 23-0211 OF
ARTICLE 23-02 OF CHAPTER 23
OF THE FARGO MUNICIPAL CODE RELATING TO
THE ELECTRICAL CODE

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, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 23-0203 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby amended to read as follows:

23-0203. ~~Fee required before permit granted~~ Permit Required. -- ~~Before any permit is granted for the constructing, extending, or altering of an electrical installation, the master electrician making an application shall pay to the city a fee in such amounts as specified in article 3 of this chapter.~~

—A permit shall be required for all electrical work as defined in this chapter (whether done by the property owner or otherwise) except for minor repairs, and except as follows:

A. Work of public utilities engaged in the manufacture and distribution of electrical energy when such work pertains directly to the manufacture and distribution of electrical energy.

B. Work of public utilities engaged in telephone, telegraph, and radio communication service when said work pertains directly to such service.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

Section 23-0211 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby amended to read as follows:

23-0211. Installations must conform to certain regulations before certificate issued.--No certificate of approval shall be issued for electric light, power, and heating installations unless such installations are in strict conformity with the provisions of this chapter, the statutes of the state of North Dakota, the North Dakota State Wiring Standards, the rules and regulations issued by the board of city commissioners of the city of Fargo, under authority of the state statutes, and unless they are in conformity with approved methods of construction for safety to life and property. The regulations as laid down in the 2008~~2~~ edition of the National Electrical Code as currently adopted by the State of North Dakota, as approved by the American Standards Association and in the National Electrical Safety Code, as approved by the American Standards Association, and other installation and safety regulations approved by the American Standards Association, together with the current standards as published by the National Fire Protection Association, shall be prima facie evidence of such approved methods.

Section 3. Penalty. A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$500.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

Dennis R. Walaker, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

6

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0306.D AND SECTION 1-0305.A
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO ORDINANCE VIOLATIONS

1
2
3 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
4 accordance with Chapter 40-05.1 of the North Dakota Century Code; and,

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

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

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

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

14 Section 1. Amendment.

15 Section 1-0306.D of Article 1-03 of Chapter 1 of the Fargo Municipal Code is amended to
16 read as follows:

17 D. Any person who fails to appear or post bond on a non-criminal, non-traffic
18 offense shall be guilty of ~~an infraction~~ a Class B misdemeanor.

19 Section 2. Amendment.

20 Section 1-0305.A of Article 1-03 of Chapter 1 of the Fargo Municipal Code is
21 amended to read as follows:

22 A. Violations of the following ordinances are Class B misdemeanors, subject to
23 punishment as hereinabove provided:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), Section 8-0305(A)(1) (cancelled or revoked registration), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension),

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

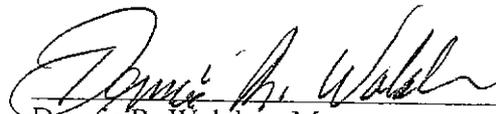
1 section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320
2 (driving without liability insurance - \$150.00 minimum fine), section 8-0803 (accidents involving
3 damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty
4 upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor
5 using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301
6 (disorderly conduct), section 10-0304 (carrying weapons), section 10-0317 (resisting police
7 officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section
8 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault),
9 section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft),
10 section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section
11 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529
12 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage),
13 article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage to minor), section
14 25-1513(A) (selling/consuming alcohol in vehicle/public), section 25-1513(B)
15 (possessing/consuming alcohol in public building), section 25-1513(C) (minor misrepresenting
16 age), and section 25-1513(D) (delivery of alcoholic beverage to minor), section 25-3302 (body
17 art), section 25-3306 (body art unlawful practices); article 25-36 (tanning facilities).

11 Section 3. Penalty.

12 Every person, firm or corporation violating an ordinance which is punishable as a Class
13 B misdemeanor shall be punished by a fine not to exceed \$1,000.00, or by imprisonment not to
14 exceed 30 days, or by both such fine and imprisonment, in the discretion of the court; the court
15 to have power to suspend said sentence and to revoke the suspension thereof.

15 Section 4. Effective Date.

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

18 
19 Dennis R. Walaker, Mayor

19 (SEAL)

20 Attest:

22 Steven Sprague, City Auditor

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

el

May 7, 2009

To: City Commission

From: Tim Dirks, Director
Fargo Public Library

Change order 001 represents the cost for additional stack end signs and an additional donor recognition sign. The total cost being \$1,904.00

Recommended motion: To approve Change order 001 to the signage contract with SDDI for a total of \$1,904.00

Attachments:
Change order 001 for SDDI



Change Order

PROJECT (<i>Name and address</i>): Fargo Main Public Library 102 North 3rd Street Fargo, ND 58102	CHANGE ORDER NUMBER: 001 DATE: April 10, 2009	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (<i>Name and address</i>): SDDI 8631 Eagle Creek Circle Savage, MN 55378	ARCHITECT'S PROJECT NUMBER: 2005025 CONTRACT DATE: March 6, 2009 CONTRACT FOR: General Construction	

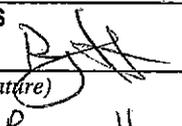
THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$ 73,732.75
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 73,732.75
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,904.00
The new Contract Sum including this Change Order will be	\$ 75,636.75

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is April 14, 2009

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

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

<u>Meyer, Scherer & Rockcastle, Ltd.</u> ARCHITECT (<i>Firm name</i>)	<u>SDDI</u> CONTRACTOR (<i>Firm name</i>)	<u>City of Fargo (Dennis Walakar-Mayor)</u> OWNER (<i>Firm name</i>)
<u>701 South 2nd Street, Minneapolis, MN 55401</u> ADDRESS	<u>8631 Eagle Creek Circle Savage, MN 55378</u> ADDRESS	<u>200 North Third Street Fargo, ND 58102</u> ADDRESS
 BY (<i>Signature</i>)	 BY (<i>Signature</i>)	 BY (<i>Signature</i>)
<u>Jeffrey Mandyck</u> (<i>Typed name</i>)	<u>Ryan Haen</u> (<i>Typed name</i>)	 (<i>Typed name</i>)
<u>April 10, 2009</u> DATE	<u>4-13-09</u> DATE	 DATE

S D D I

SIGN SYSTEMS

Signs that define an image

April 2, 2009

Estimate 3160 change order

MS&R
 Ligeia Uker
 710 South 2nd Street, 7th floor
 Minneapolis, MN 55401

Site Location: Fargo Library
 103 Third Street North
 Fargo ND 58102

Dear Ligeia

Thank you for your interest in SDDI. The following reflects detailed pricing for

	<u>Qty</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
A.5 Stack end signs, Changeable	22	\$72.00	\$1,584.00
F1a Donor Plaque	2	\$35.00	\$70.00

Out of State no-tax

Sign Totals	\$1,654.00
Installation	\$250.00
Tax 6.5%	
Shipping/Handling	\$0.00
Total Project Cost	<u>\$1,904.00</u>

Note:

Price based on quantities, clients list and fair market value of materials.

Pricing based on standard colors and materials and proper artwork.

TERMS: Due Upon Receipt

I agree to the above pricing and terms

Date: ___ / ___ / ___ Signature _____

I look forward to working with you on this project. Please call me with any questions that you may have.

Sean Sowder

SDDI Sign Systems
 952-224-9906

fax: 952-224-9909

sean@sddisignsystems.com

B631 EAGLE CREEK CIRCLE SAVAGE, MN 55378

c2

May 7, 2009

To: City Commission

From: Tim Dirks, Director
Fargo Public Library

Change order 001 represents the cost of additional fabric need per furniture items for a total cost of \$3,313.11.

Recommended motion: To approve Change order 001 to the FFE contract with InterOffice for a total cost of \$3,313.11.

Attachments:
Change order 001 for InterOffice

DRAFT AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address):
 Fargo Main Public Library
 102 North 3rd Street
 Fargo, ND 58102

CHANGE ORDER NUMBER: 001
DATE: December 02, 2008

OWNER:
ARCHITECT:
CONTRACTOR:

TO CONTRACTOR (Name and address):
 MBA Development Company dba:
 InterOffice
 505 North Broadway, Suite 201
 Fargo, ND 58102

ARCHITECT'S PROJECT NUMBER: 2005025
CONTRACT DATE: October 24, 2008
CONTRACT FOR: FF&E

FIELD:
OTHER:

All References to Contractor shall refer to Vendor as stated in the Contract A151-2007

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Amending AIA Document A151 - 2007
 Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment

The original Contract Sum was	\$	17,446.39
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	17,446.39
The Contract Sum will be increased by this Change Order in the amount of	\$	3313.11
The new Contract Sum including this Change Order will be	\$	20759.50

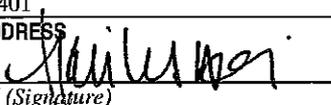
The Contract Time will be unchanged by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is March 13, 2009

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

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

Meyer, Scherer & Rockcastle, Ltd.

ARCHITECT (Firm name)
 701 South 2nd Street, Minneapolis, MN
 55401

ADDRESS


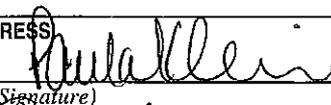
BY (Signature)

(Typed name)
 Paul Vesniski

DATE
 2/17/2009

MBA Development Company dba:
 InterOffice

CONTRACTOR (Firm name)

ADDRESS


BY (Signature)

(Typed name)
 Paula Klein

DATE
 4-14-09

City of Fargo (Dennis Walakar-Mayor)

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

C3

May 7, 2009

To: City Commission

From: Tim Dirks, Director
Fargo Public Library

Change order 001 represents the cost of music CD shelving for the Children's Library for a total cost of \$888.12.

Recommended motion: To approve Change order 001 to the FFE contract with Embury Ltd. at a total cost of \$888.12.

Attachments:

Change order 001 for Embury Ltd.

DRAFT AIA® Document G701™ - 2001

Change Order

PROJECT <i>(Name and address):</i> Fargo Main Public Library 102 North 3rd Street Fargo, ND 58102	CHANGE ORDER NUMBER: 001 DATE: April 8, 2009	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Embury, Ltd. 909 Burton Boulevard, Unit E DeForest, WI 53532	ARCHITECT'S PROJECT NUMBER: 2005025 CONTRACT DATE: October 24, 2008 CONTRACT FOR: FF&E	

All References to Contractor shall refer to Vendor as stated in the Contract A151-2007

THE CONTRACT IS CHANGED AS FOLLOWS:

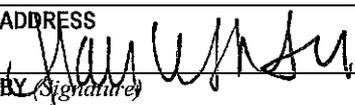
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Amending AIA Document A151 - 2007
Standard Form of Agreement between Owner and Vendor fo Furniture, Furnishings and Equipment

The original Contract Sum was	\$	280,140.54
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	280,140.54
The Contract Sum will be increased by this Change Order in the amount of	\$	888.12
The new Contract Sum including this Change Order will be	\$	281,028.66

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is March 13, 2009

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

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

<u>Meyer, Scherer & Rockcastle, Ltd.</u> ARCHITECT <i>(Firm name)</i>	<u>Embury, Ltd.</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Fargo (Dennis Walakar-Mayor)</u> OWNER <i>(Firm name)</i>
701 South 2nd Street, Minneapolis, MN 55401		
ADDRESS	ADDRESS	ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
Traci Lesneski <i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
4/14/2009 DATE	DATE	DATE



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

(d)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

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

DATE: MAY 11, 2009

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH
RELATING EXPENSES FOR PROTECT ND KIDS
CONTRACT NO. PF08-319**

The attached contract with the North Dakota Department of Health is being provided to help cover costs associated with PROtect ND Kids immunization program.

The following budget adjustment would be needed to carry out this contract:

2009

Expenses

General Supplies	101-6020-451-61-40	\$ 1,516.00
Other Services	101-6020-451-38-99	\$ 245.00
Capital Outlay—Furniture & Fixtures	101-6020-451-74-30	\$ 1,159.00

2009

Revenue

Protect ND Kids-Misc	101-0000-345-10-09	\$36,230.00
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Suggested Motion:

Move to approve the contract with North Dakota Department of Health to cover the immunization expenses.

RB/la
Enclosure

Page 16 Contract No. PF08-319		CFDA No. NA	North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 Type: PURCHASE OF SERVICE (SFN53772)
Contract Period From: March 15, 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: PROtect ND Kids Program **Health Dept. Grant Code:** HL12428 03

Contractor Name and Address: Fargo Cass Public Health 401 Third Ave. North Fargo, ND 58102-4839 Contact Name: Ruth Bachmeier, Director Telephone: 701.241.1360	North Dakota Department of Health Program Director: Laura Olson, PROtect ND Kids Business Manager N. D. Department of Health Division of Accounting 600 East Boulevard Ave-Dept 301 Bismarck, ND 58505-0200 Telephone: 701.328.4514
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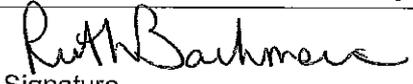
Financial Information	Dept of Health Cost Share	Contractor Cost Share	Total Project/Program Costs
Amount of Financial Assistance	\$41,763.00	\$0	\$41,763.00
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$41,763.00	\$0	\$41,763.00

Scope of Service:
Contractor agrees to provide services or purchase items between November 1, 2007 and June 30, 2009 which will support the PROtect ND Kids program. Expenditures may include but not be limited to such items as: staff salary/benefits, technical items (ie. bi-directional software, patient scheduling software, SensaPhone, computer, card scanner, tabletop copier, portable copier/scanner), general items (ie. file cabinets, tables, general office supplies, workstation), and vaccine-related items (non-dormitory refrigerator with or without freezer, AcuTemp cooler/freezer with packs, freezer unit, additional refrigerator shelving, additional vaccine insurance, generator, mileage to deliver vaccine, and electrician time.)

Reporting Requirements:
To receive reimbursement for expenditures, Contractor must submit request for reimbursement by **May 15, 2009**. On or before **May 15, 2009**, Contractor must submit an estimated amount and use of funds for any unexpended funds to be incurred on or before June 30, 2009.

Special Conditions:
If the Contractor terminates the BCBSND participating agreement, any funding not obligated for a vaccine purchase or expended on vaccines will be returned to the Department of Health.

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	May 8, 2009 Date	Signature	Date
Typed Name and Title of Authorized Representative Ruth Bachmeier Director of Public Health		Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative Dennis R. Walaker Mayor, City of Fargo		Typed Name and Title of Authorized Representative Kirby Kruger, Director Division of Disease Control	

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



PLANNING AND DEVELOPMENT

200 Third Street North
Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

E-Mail: planning@cityoffargo.com

www.cityoffargo.com

Handwritten initials "el" inside a hand-drawn oval.

DATE: May 14, 2009
TO: City Commission
FROM: Dan Mahli, Senior Planner, Community Development
RE: Request forgiveness of Fargo Housing Rehab assistance due to hardship, 1214 2nd Street North

The City has established the Fargo Housing Rehab program to assist low and moderate income households address code related health and safety issues in older homes. The assistance from the Housing Rehab program is in the form of a zero-interest deferred payment loan. If the homeowner resides in the home for a period of 10 years or more, the loan is forgiven.

The Housing Rehab Program policy states if the homeowner needs to sell the property due to a hardship before the 10 year repayment period has expired, the City will consider full or partial forgiveness of the loan. If the homeowner demonstrates a hardship and a need to sell the home, City staff will review the request for forgiveness and make a recommendation to the City Commission for final determination.

After reviewing the hardship waiver request for 1214 2nd Street North, I am recommending forgiveness of the loan. The recent health failure of the owner and her inability to remain in the home makes the sale of the property unavoidable.

Recommended Action. Forgive the Housing Rehab program assistance of \$5,333 at 1214 2nd Street North due to a demonstrated hardship.



DATE: May 14, 2009
TO: City Commission
FROM: Dan Mahlin, Senior Planner, Community Development
RE: Sale of NRI Property – 806 8th Street North

806 8th Street North is one of nine units in a condo-conversion project undertaken as part of the Neighborhood Revitalization Initiative (NRI). The rehab project converted a problem property with 9 rental units into owner-occupied condominiums. The acquisition, rehab and holding costs have been financed through a combination of the Fannie Mae line-of-credit and the NRI Purchase Rehab fund. We have received an offer of \$61,000 for the property at 806 8th Street North that meets all of the specified conditions of the NRI program.

Recommended Action: Accept the offer of \$61,000 for 806 8th Street North.





ASSESSMENT DEPARTMENT

May 11, 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 Gary & Arnie Haugo. 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 \$3,280 with the City of Fargo's share being \$430.

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 GARY & AMIE HAUGO Phone No. 701-261-5172
2. Address of Property 808 B ST S
City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed PT LT 17, LT 18-20,
PT LT 21, BLK L
4. Parcel Number 01-2400-01550-000
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). Added New Kitchen + entry way
remodeled old kitchen + infrastructure updates Added Deck
7. Building Permit No. 82204 8. Year built if residential property 1915
9. Date of commencement of making the improvement 10/1/08
10. Estimated market value of property before improvement \$ 385,000
11. Cost of making the improvement (all labor, material and overhead) \$ 160,000
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 Amy Haug Date 5-5-09

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS
Assessor's Signature Deon [Signature] Date 5/11/09

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



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

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

91

Northern Prairie Performing Arts 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: Windbreak Lounge the address of which is:
3150 39th Street South Fargo 58104 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

Specific location where games of chance will be conducted and played at the site (required):
Entire lounge area and west dining area of restaurant, excluding any restrooms, hallways, and entryways

Number of twenty-one tables (required)(if zero, enter "0"): 3

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, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Calcutta

Attorney General Date Signature of City/County Auditor
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

96

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Northern Prairie Performing Arts 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: Old Broadway the address of which is:
22 North Broadway Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

Specific location where games of chance will be conducted and played at the site (required): _____
Entire lounge area, excluding any restrooms, hallways, and entryways

Number of twenty-one tables (required)(if zero, enter "0"): _____ 2

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, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Calcutta

05-18-2009

Attorney General Date Signature of City/County Auditor
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

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

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

9 2

Northern Prairie Performing Arts
(Full, Legal Name of Gaming Organization) is hereby authorized to conduct games of

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: Doublewood Inn the address of which is:
3333 13th Avenue South Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

Specific location where games of chance will be conducted and played at the site (required):
Entire lounge area and all banquet rooms, excluding any bathrooms, hallways, and entryways

Number of twenty-one tables (required)(if zero, enter "0"): 6

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, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Calcutta

05-18-2009

Attorney General

Date

Signature of City/County Auditor

Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

92

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Team Makers Club, Inc. _____ 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: Holiday Inn the address of which is:
3803 13th Ave. S. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

Specific location where games of chance will be conducted and played at the site (required):
Entire bar area and banquet facilities, excluding any restrooms, hallways, and entryways

Number of twenty-one tables (required)(if zero, enter "0"): 6

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, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Calcutta

Attorney General Date 05-18-2009
Signature of City/County Auditor
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

92

G - _____ (____) _____
Site License Number
(Attorney General Use Only)

Team Makers Club, Inc.
(Full, Legal Name of Gaming Organization) is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location: Fargo Dome the address of which is: 1800 N University Drive Fargo 58102 Cass
(Street) (City) (Zip Code) (County)
Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10
Specific location where games of chance will be conducted and played at the site (required): Entire dome facility and grounds, excluding any offices and restrooms

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, Pull Tabs, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Twenty-One, Poker, Calcutta,

Attorney General Date _____
Signature of City/County Auditor
Steven Sprague, City Auditor
Paddlewheels
05-18-2009
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



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

93

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Prairie Public Broadcasting, Inc _____ 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: Tailgator's _____ the address of which is:
1322 Main Ave _____ Fargo _____ 58102 _____ Cass _____
(Street) (City) (Zip Code) (County)
Date(s) Authorized: Beginning 7/1/09 _____ Ending 6/30/10 _____
Specific location where games of chance will be conducted and played at the site (required):
Middle of the west wall _____

Number of twenty-one tables (required)(if zero, enter "0"): _____ 2 _____

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

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Poker, Calcutta, Paddlewheels

Attorney General

Date

05-18-2009
Signature of City/County Auditor

Steven Sprague

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

93

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Prairie Public Broadcasting, Inc
(Full, Legal Name of Gaming Organization) is hereby authorized to conduct games of

chance under the license granted by the Attorney General of the State of North Dakota at the following location: Labby's the address of which is:

1100 19th Ave N Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

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

Number of twenty-one tables (required)(if zero, enter "0"): 2

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

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Poker, Calcutta, Paddlewheels

Attorney General Date Signature of City/County Auditor
05-18-2009
Steven Sprague
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

3

Prairie Public Broadcasting, Inc
(Full, Legal Name of Gaming Organization) is hereby authorized to conduct games of

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: Dempsey's Public House the address of which is:

226 Broadway Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

Specific location where games of chance will be conducted and played at the site (required):
North East Corner

Number of twenty-one tables (required)(if zero, enter "0"): 1

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

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Poker, Calcutta, Paddlewheels

Attorney General

Date

05-18-2009
Signature of City/County Auditor

Steven Sprague

PRINT Name / Official Position of person signing above

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2005)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

94

Special Olympics North Dakota is hereby authorized to conduct games of

(Name of Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following location: Rooters Bar Inc the address of which is:

107 Bdwy Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning 7/1/2009 Ending 6/30/2010

Specific location of gaming within facility (required): MIDDLE AND EAST END

Number of twenty-one tables (required)(if zero, enter "0"): 2

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

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

Attorney General Date Signature of City/County Auditor 05-18-2009 Date

Steven Sprague, City Auditor
PRINT Name / Official Position

INSTRUCTIONS:

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

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

95

National Multiple Sclerosis Society - North Central States Chapter 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: TGIF Friday's the address of which is:

4100 13th Ave South Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/09

Specific location where games of chance will be conducted and played at the site (required):
South West Corner of the Bar

Number of twenty-one tables (required)(if zero, enter "0"): 2

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

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Poker, Calcutta, Paddlewheels

Attorney General Date Signature of City/County Auditor
05-18-2009
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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Bismarck, ND 58505-0040
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2008)

(95)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

National Multiple Sclerosis Society - North Central States Chapter 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: The Box - Select Inn the address of which is:

1025 38th St. SW Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/1/10

Specific location where games of chance will be conducted and played at the site (required):
Middle of East Wall

Number of twenty-one tables (required)(if zero, enter "0"): 2

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

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal Boards, Prize Boards, Punch Boards, Sports Pools, Poker, Calcutta, Paddlewheels

Attorney General Date Signature of City/County Auditor
05-18-2009
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

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

93

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

National Multiple Sclerosis Society - North Central States Chapter 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: Ricks Bar and Grill the address of which is:
2721 Main Ave. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/1/10

Specific location where games of chance will be conducted and played at the site (required):
Middle of south section of lounge

Number of twenty-one tables (required)(if zero, enter "0"): 1

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, Poker, Calcutta, Paddlewheels

Attorney General Date 05-18-2009 Signature of City/County Auditor
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

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

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

96

ShareHouse, Inc. _____ 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: Bismarck Tavern _____ the address of which is:
522 Broadway Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

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

Number of twenty-one tables (required)(if zero, enter "0"): 1

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

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

Attorney General

Date

05-18-2009

Signature of City/County Auditor

Steven Sprague, City Auditor

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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Telephone: 701-328-2329 OR 800-326-9240



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

G - _____ (_____) 96
Site License Number
(Attorney General Use Only)

ShareHouse, Inc. 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: Woody's Bar the address of which is:

1550 32 Ave. S. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

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

Number of twenty-one tables (required)(if zero, enter "0"): 1

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

Attorney General Date Signature of City/County Auditor 05-18-2009
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

97



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

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

NORTH DAKOTA ASSOCIATION FOR THE DISABLED INC 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: O'KELLY'S the address of which is:
3800 MAIN AVE FARGO 58103 CASS
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

Specific location where games of chance will be conducted and played at the site (required):
NORTHWEST CORNER OF BAR AREA (BLACKJACK AND PADDLEWHEEL) ENTIRE BAR AND RESTAURANT
FOR PULLTABS

Number of twenty-one tables (required)(if zero, enter "0"): 3

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 Raffles, Sports Pools, Poker, Calcutta

Attorney General Date Signature of City/County Auditor
05-18-2009
Steven Sprague City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

98



GAMING SITE AUTHORIZATION Amended
OFFICE OF ATTORNEY GENERAL
SFN 17996 (8-2008)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Plains Art Museum 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: Blue Wolf Casino - Located in Cactus Jacks Saloon the address of which is:
3402 Interstate Blvd. S. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/09 Ending 6/30/10

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

Number of twenty-one tables (required)(if zero, enter "0"): 2

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 Club Specials, Tip Boards, Seal Boards, Prize Boards
Punch Boards, Sports Pools, Pull Tab Dispensing Devices

Attorney General Date Signature of City/County Auditor
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

1. City/County Auditors - Retain a copy of the Site Authorization for your files.
2. City/County Auditors - Return the original Site Authorization form to the Organization.
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RETURN ALL DOCUMENTS TO:

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600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



Office of the City Attorney

May 14, 2009

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

City Prosecutors
Gordon A. Dexheimer
Scott O. Diamond

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

Dear Commissioners:

Enclosed is a form of agreement between the City of Fargo and the Fargo Country Club that addresses the City's promise, made during the recent flood emergency, to repair any damage caused to the country club's property if the country club would allow an emergency levee to be constructed. As the flood waters were rapidly rising, the U.S. Army Corps of Engineers (A.C.E.) had determined that the time constraints required construction of an emergency levee to be on a shorter path--through the golf course property. The Fargo Country Club golf course stood between the river and tens of valuable homes (and some businesses located along South University Drive). City engineers were in touch with representatives of the Fargo Country Club to ask if the Country Club would allow an emergency levee to be constructed on the golf course property--to protect the homes and businesses in the area. The alternative would have been to construct the levee on the public street in front of the homes lining the golf course property--this would not have protected those homes. Perhaps more importantly, however, the A.C.E. engineer had determined there was not sufficient time to complete a levee along the public street--the short-cut was necessary to provide protection to the surrounding portion of the city. Also, the proposed levee on the golf course protected one of the City's sewer lift station located on the golf course property. Before construction and installation of the emergency levee started, City engineers assured the Fargo Country Club that any damage to the golf course caused by the installation of the levee would be repaired. The Fargo Country Club agreed to allow the levee to be constructed on the golf course. It is important to note that Fargo Country Club has six buildings, including a single-story residence for the green superintendent and his family, a maintenance building, a clubhouse/restaurant, a golf shop building and a separate golf-cart storage building. None of these six buildings were protected by the emergency levee--all six buildings were left on the "wet side" of the levee. All six buildings were protected by sandbag "ring dikes" put into place by the efforts of volunteers and FCC staff members. In other words, the Fargo Country Club received no benefit, in the form of flood protection, from the emergency levee that caused so much destruction to the golf course property. The flood

waters did rise—the emergency levee did hold back the rising river. The homes were successfully protected from the flood. But the golf course suffered substantial damage. Much of the levee was installed during dark of night. Much of the ground was soggy from snow melt. Those conditions were prime for heavy equipment to cut a wide berth and for much damage to be caused.

The Fargo Country Club has solicited competitive quotes and it appears that the cost of repairing the damage will exceed \$400,000. The agreement provides assurances that the reimbursement to the country club will be those costs incurred for restoration of damage caused by the installation or removal of the emergency levee only.

At the request of the engineering department I have prepared the enclosed agreement for your consideration.

SUGGESTED MOTION: I move to approve the proposed agreement with the Fargo Country Club for restoration of their property from damage caused by the installation of, and removal of, an emergency levee across the Club's property.

Sincerely,

Erik R. Johnson

Enclosure

AGREEMENT

This Agreement is made and entered into this _____ day of May, 2009 by and between the Fargo Country Club, a North Dakota non-profit corporation, whose address is 509 26th Avenue South, Fargo, North Dakota 58103 (hereinafter "FCC") and the City of Fargo, North Dakota, a municipal corporation, whose address is 200 North Third Street, Fargo, North Dakota 58102 (hereinafter the "City").

WHEREAS, in the course of the recent flood emergency existing in and around the city of Fargo, city engineers requested permission from FCC that an emergency levee be installed across the country club property, the purpose of which levee would be to protect homes and businesses in the area;

WHEREAS, in making the request of FCC for permission to install and construct the emergency levee across the golf course and other areas of the FCC property, Fargo city engineers and their representatives promised and assured representatives of FCC that if damage were caused to the property as a result of the installation of the levee, the damage would be repaired and the property restored; and

WHEREAS, substantial damage was caused to FCC property as a result of the installation of the emergency levee and, additional damage may have been, or likely will be, caused as a result of the removal of the emergency levee from the FCC property; and

WHEREAS, the City and FCC wish to memorialize their agreement in writing;

NOW, THEREFORE, based upon the foregoing mutual covenants and promises; IT IS HEREBY AGREED:

1. The City will reimburse FCC for costs incurred by FCC in repairing the damage to FCC property as a result of the installation of, and removal of, the emergency levee constructed upon FCC property during the spring 2009 flood event occurring in March, April and May 2009.

2. Before entering into a contract for repair and restoration of said damage, FCC will make a written solicitation for multiple bids or quotes and will receive written responses.

3. In making its request for reimbursement of eligible costs under this agreement, FCC will provide certification from a reputable civil engineering firm that the costs for which reimbursement is being sought are those related only to repair and restoration of damage caused as a result of the installation and removal of said emergency levee. Reasonable costs of said consulting engineer will also be subject to reimbursement by the City.

4. FCC agrees to provide any information and documentation to the City within a reasonable time, upon request by the City, regarding the work performed and the costs incurred by FCC in regard to the restoration and repair project as contemplated under this agreement.

Dated this _____ day of _____, 2009.

FARGO COUNTRY CLUB

By: _____
Michael Reek
Its: General Manager

CITY OF FARGO, NORTH DAKOTA

By: _____
Dennis R. Walaker
Its: Mayor

ATTEST:

Steve Sprague
City Auditor

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: SENIOR PLANNER, JIM HINDERAKER 

DATE: MAY 14, 2009

SUBJECT: RELINQUISHMENT OF EXTRATERRITORIAL AUTHORITY



Pursuant to the directive, planning staff has held zoning transition meetings with the Board of Supervisors of Mapleton Township and Warren Township and affected property owners regarding initial action to relinquish the extraterritorial authority of the City of Fargo for territory located as follows:

Northeast Quarter (NE ¼) of Section 35 and Section 36, Mapleton Township, Cass County, North Dakota, and the North Half (N ½) and the Southeast Quarter (SE ¼) of Section 01, Warren Township, Cass County, North Dakota

RECOMMENDED ACTION: To relinquish, by Resolution, the extraterritorial zoning and subdivision authority of the Northeast Quarter (NE ¼) of Section 35 and Section 36, Mapleton Township, Cass County, North Dakota, and the North Half (N ½) and the Southeast Quarter (SE ¼) of Section 01, Warren Township, Cass County, North Dakota.

52nd Ave

County IA

Mapleton

1394931

1395036

Warren

1384906

1385001

Legend

Misc. Municipalities

Fargo City Limits

Misc. ET Areas

Fargo 4 Mile ET Area



**RESOLUTION TO RELINQUISH
EXTRATERRITORIAL AUTHORITY OF A PORTION OF
WARREN AND MAPLETON TOWNSHIP**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

WHEREAS, the City of Fargo had extended its extraterritorial zoning and subdivision authority to include the Northeast Quarter (NE ¼) of Section 35 and Section 36, Mapleton Township, Cass County, North Dakota, and the North Half (N ½) and the Southeast Quarter (SE ¼) of Section 01, Warren Township, Cass County, North Dakota; and

WHEREAS, the City of Fargo desires to relinquish its zoning and subdivision authority of the same, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of City Commissioners of the City of Fargo, North Dakota, to hereby relinquish all extraterritorial zoning and subdivision authority of the Northeast Quarter (NE ¼) of Section 35 and Section 36, Mapleton Township, Cass County, North Dakota, and the North Half (N ½) and the Southeast Quarter (SE ¼) of Section 01, Warren Township, Cass County, North Dakota.

SUPERVISOR Kraft INTRODUCED THE FOLLOWING
RESOLUTION AND MOVED ITS ADOPTION:

**RESOLUTION TO TAKE ZONING AUTHORITY FOR THE
NE ¼ OF SECTION 35
AND
ALL OF SECTION 36
TOWNSHIP 139 N, RANGE 50 W, MAPLETON TOWNSHIP
CASS COUNTY, ND**

Whereas, the Mapleton Township Zoning Commission has recommended that Mapleton Township accept the zoning authority from the City of Fargo for the NE ¼ of Section 35 and all of Section 36 upon the City of Fargo approving an ordinance relinquishing their extraterritorial zoning authority for the NE ¼ of Section 35 and all of Section 36 and all lands in the NE ¼ of Section 35 and Section 36 shall be zoned as agricultural as per the Mapleton Township Zoning Ordinance,

Therefore, Be it Resolved, that the Mapleton Township Board of Supervisors hereby will accept the zoning authority from the City of Fargo for the NE ¼ of Section 35 and all of Section 36 upon the City of Fargo approving an ordinance relinquishing their extraterritorial zoning authority for the NE ¼ of Section 35 and all of Section 36 and all lands in the NE ¼ of Section 35 and Section 36 shall be zoned as agricultural as per the Mapleton Township Zoning Ordinance.

APPROVED: John W. Rutten
John Rutten
Supervisor Chairman

ATTEST: Bruce Bollinger
Bruce Bollinger
Mapleton Township Clerk

DATE: 4-16-09

The motion for the adoption of the foregoing resolution was duly seconded by Supervisor Rutten. On roll call vote, the following members voted aye:

Rutten / Kraft
The following voted nay: _____

The following members were absent and not voting: _____

The majority having voted aye, the motion carried and the resolution was duly adopted.



March 18, 2009

RE: Transition of Extraterritorial Zoning Authority from Fargo to Mapleton Township

Dear Property Owner,

The City of Fargo intends to release and relinquish all Extraterritorial (ET) zoning authority it has back to Mapleton Township regarding property located in the NE ¼ of Section 35 and Section 36, Township 139 North, Range 50 West, Mapleton Township, Cass County, ND, Fifth Principal Meridian. Our records indicate that you own property within this area. The property is zoned AG, Agricultural.

In an effort to ensure a smooth transition of the zoning authority back to Mapleton Township, the City of Fargo, in conjunction with Mapleton Township officials, is hosting a zoning transition meeting. The purpose of the meeting is to review existing zoning rules, regulations, and restrictions currently in place by the City of Fargo and to plan for an orderly transition of the zoning authority back to Mapleton Township. The meeting will be held as follows:

Where: Hartl Ag Building,
Cass County Fairground,
1805 West Fargo, ND 58078

Date: Thursday, April 16, 2009

Time: 6:00 - 6:30 PM

If you have any questions or concerns regarding the zoning transition, I can be reached by email at jhinderaker@cityoffargo.com or by calling me directly at (701) 241-1473.

Sincerely,

A handwritten signature in black ink that reads "James Hinderaker".

James Hinderaker
Senior Planner

xc: Out-Going Mail Log
Bob Staloch, Mapleton Township Zoning Administrator, 3514 41 Ave S, Fargo, ND 58104
John Rutten, Mapleton Township Chairman, 16522 41 St SE, Mapleton, ND 58059-9728
Tim Solberg, County Planner, Cass County Highway Department, 1201 Main Ave West, West Fargo, ND 58078-1301



PLANNING AND DEVELOPMENT

200 Third Street North
Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

E-Mail: planning@cityoffargo.com

www.cityoffargo.com

March 13, 2009

Mark D. & Luann M. Brodshaug
4248 168th Ave SE
Fargo, ND 58104-5721

RE: Extraterritorial Zoning Transition

Dear Mark and Luann,

In a letter dated March 5, 2009 (copy enclosed), the City of Fargo notified Warren Township that the city intends to release and relinquish all Extraterritorial (ET) zoning authority it has regarding property located in Section 01, Township 138 North, Range 50 West, Warren Township, Cass County, ND, Fifth Principal Meridian, less the SW ¼ of said Section. Our records indicate that you own property within this area. The property is zoned AG, Agricultural.

As we discussed on March 11, 2009, it is my understanding Mark that you are on the Board of Supervisors of Warren Township and therefore can confirm that the Township Board has already taken action to zone (pending release by the city) the subject property Agricultural under the rules and regulation of Warren Township. In addition, it is my understanding that the subject property is undeveloped agricultural land, and as such, it is my further understanding the Warren Township Board of Supervisors and you, as the property owners, contend that a formal transition meeting is not necessary.

So in lieu of a formal transition meeting with the Board of Supervisors and the city, please notify me if you have any questions, concerns or issues that either the City of Fargo or Warren Township should be aware of regarding the current zoning and use of your property that may impact said zoning or use after the zoning authority reverts back to Warren Township. All comments will be forwarded to Warren Township Officials. If there are no issues, no action is necessary on your part. Comments should be received by this office, by the close of business on April 7, 2009.

Finally, in conformance with the zoning transition process outlined in my March 5, 2009 letter, the City of Fargo will run a legal ad advertising said zoning transition meeting in the Forum newspaper. This "informal" transition meeting will be held here in my office at the Planning Department on Tuesday, April 7, 2009 from 10:00 AM to Noon. While anyone is welcome to stop in and talk with me about the zoning transition, your attendance is not necessary unless there is an issue you'd like to discuss.

I can be reached by email at jhinderaker@cityoffargo.com or by calling me directly at (701) 241-1473.

Sincerely,

A handwritten signature in black ink that reads "James Hinderaker".

James Hinderaker

Senior Planner

xc: Out-Going Mail Log
Randy Hajek, Chairman, 4308 165 Ave SE, Davenport, ND 58021-9726
Dwight Carpenter, Zoning Administrator, 215 Park Drive East, Horace, ND 58047-4904
Tim Solberg, County Planner, Cass County Highway Department, 1201 Main Ave West,
West Fargo, ND 58078-1301

March 5, 2009

Warren Township
Attn: Randy Hajek, Chairman
4308 165 Ave SE
Davenport, ND 58021-9726

RE: Extraterritorial Zoning Transition

Dear Chairman Hajek:

The purpose of this letter is to formally notify Warren Township that the City of Fargo intends to release and relinquish all Extraterritorial (ET) zoning authority it has regarding property located in Section 01, Township 138 North, Range 50 West, Warren Township, Cass County, ND, Fifth Principal Meridian, less the SW ¼ of said Section. As applicable, all zoning and subdivision authority of the area will revert back to Warren Township and/or Cass County.

While I'm not sure if municipal release of ET authority is unprecedented, it's clearly not a common occurrence. In fact, based on my research of the North Dakota Century Code, I was unable to find any established procedure. Therefore, in lieu of a mandated procedure, I propose the following process to ensure that all affected property owners; 1) are aware of the change; 2) have an opportunity to participate:

1. City of Fargo/Warren Township To Hold A Zoning Transition Meeting

- a. City of Fargo will notify all affected property owners at least fourteen days prior to meeting. The notice must state the purpose of the meeting, time and date of meeting; and location of meeting.
- b. City of Fargo will publish a legal notice in the Forum announcing the pending meeting at least fourteen days prior to the meeting. The notice must state the purpose of the meeting, time and date of meeting, and location of meeting.
- c. City will provide a current zoning map for review at the zoning transition meeting.
- d. The purpose of the meeting is to review existing zoning rules, regulations, and restrictions currently in place by the City of Fargo and to plan for an orderly transition to Warren Township zoning authority.
- e. Location of Meeting - to be held at a location that the Township deems appropriate.

2. Warren Township To Take Action To Zone Property

- a. At a duly advertised meeting, the Warren Township Board of Supervisors would take action to zone the subject property based on Warren Township regulations.
- b. Zone change to take effect upon the adoption of a City of Fargo Ordinance officially releasing the ET authority of the city.

3. City of Fargo Planning Commission To Review and Make Recommendation

- a. During a regularly scheduled and duly advertised upcoming Planning Commission meeting, city staff will present information gathered at the zoning transition meeting and recommend that the City of Fargo release and relinquish its ET authority of the subject property.
- b. Planning Commission to review information and make recommendation.

4. City of Fargo Board of Commission To Review and Take Action

- a. During a regularly scheduled and duly advertised upcoming City Commission meeting, city staff will present information gathered at the zoning transition meeting and Planning Commission meeting and recommend that the City of Fargo release and relinquish its ET authority of the subject property.
- b. City Commission to review information and take action.
- c. If approved, which I have no reason to believe it would not be, the Commission would have the 1st Reading of an Ordinance releasing and relinquishing the city's ET authority of the subject property
- d. Two weeks later, during the next regularly scheduled and duly advertised City Commission meeting, the Commission would have the 2nd Reading of the Ordinance.
- e. At this point, Warren Township's zoning authority would take effect.

It is my understanding that the Warren Township Board of Supervisor's are scheduled to meet on the 17th of this month, and will have an opportunity to review this proposal. If the Board is comfortable with the procedures recommended above, please let me know when and where you would like to hold the zoning transition meeting. If not, please contact me so that we can explore alternatives.

I can be reached by email at jhinderaker@cityoffargo.com or by calling me directly at (701) 241-1473.

Sincerely,

James Hinderaker
Senior Planner

xc: Out-Going Mail Log
Dwight Carpenter, Zoning Administrator, 215 Park Drive East, Horace, ND 58047-4904
Tim Solberg, County Planner, Cass County Highway Department, 1201 Main Ave West,
West Fargo, ND 58078-1301

(K)

May 13, 2009

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

Dear Commissioners:

The Cities of Fargo, Moorhead, Bismarck, and Grand Forks Transit Divisions issued a request for proposal for replacement of the current electronic fare collection system.

This procurement is consistent with the current TIP and follows the Federal Transit Administration guidelines. The City of Fargo's total cost will not exceed \$450,000 and will be funded with 100% economic stimulus dollars.

Proposals were received from two companies: GFI Genfare and Fare Logistics. The evaluation team consisted of representatives from each of the four Cities – the City of Fargo team consisted of Commissioner Piepkorn, Jim Gilmour, Julie Bommelman, Harold Pedersen, Renee Lura, and Gene Fife. The recommendation from the evaluation team is to award the contract to GFI Genfare.

The requested motion is to:

Approve the award of the contract to GFI Genfare to provide the electronic fare collection system, and direct staff to develop a contract.

Sincerely,


Julie Bommelman
Transit Administrator
City of Fargo

For Schedule Information: 701-232-7500





May 6, 2009

The Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: PUBLIC WORKS/OPERATIONS/WATER MAIN REPAIR MATERIALS

Commissioners:

Bids were opened at 11:30 a.m. on Wednesday, May 6, 2009, for Water Department watermain materials located City-wide.

The bids were as follows:

SECTION 1 (Repair Sleeves)

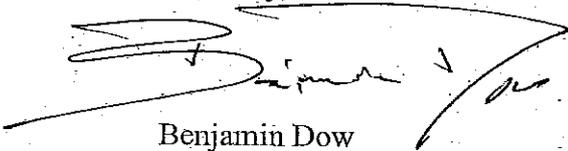
Northern Water Works	\$	7,504.79
Fargo Water Equipment	\$	7,696.42

SECTION 2 (Misc. Materials)

Fargo Water Equipment	\$	44,226.92
Northern Water Works	\$	47,323.27

This office recommends award of **Section 1 to Northern Water Works** as the lowest and best bid and **Section 2 to Fargo Water Equipment** as lowest and best bid.

Sincerely,



Benjamin Dow
Public Works Services Manager

Bid Tabulation - City of Fargo Public Works/Operations
 Description: Water Main Repair Materials and Miscellaneous
 Bids Opened: May 6, 2009 (11:30 AM)

Section I	No.	Repair Sleeves Item Description	Quantity	Supplier: Unit	Fargo Water Equipment		Northern Water Works	
					Unit Price	Extended Price	Unit Price	Extended Price
	1	4x8	1	EA	\$42.09	\$42.09	34.38	\$34.38
	2	4x12	1	EA	\$58.34	\$58.34	50.57	\$50.57
	3	4x16	1	EA	\$73.94	\$73.94	60.72	\$60.72
	4	4x20	1	EA	\$94.05	\$94.05	92.09	\$92.09
	5	4x24	1	EA	\$106.84	\$106.84	109.81	\$109.81
	6	4x30	1	EA	\$143.01	\$143.01	145.12	\$145.12
	7	6x8	10	EA	\$46.31	\$463.10	41.15	\$411.50
	8	6x10	10	EA	\$65.60	\$656.00	53.68	\$536.80
	9	6x12	10	EA	\$63.86	\$638.60	63.26	\$632.60
	10	6x16	10	EA	\$79.90	\$799.00	69.76	\$697.60
	11	6x20	6	EA	\$101.10	\$606.60	101.19	\$607.14
	12	6x24	2	EA	\$115.49	\$230.98	127.34	\$254.68
	13	6x30	2	EA	\$160.17	\$320.34	152.53	\$305.06
	14	6x36	1	EA	\$190.85	\$190.85	210.71	\$210.71
	15	8x8	2	EA	\$53.08	\$106.16	46.42	\$92.84
	16	8x10	2	EA	\$72.39	\$144.78	56.76	\$113.52
	17	8x12	4	EA	\$71.81	\$287.24	68.77	\$275.08
	18	8x16	4	EA	\$93.49	\$373.96	78.58	\$314.32
	19	8x20	1	EA	\$119.16	\$119.16	111.33	\$111.33
	20	8x24	1	EA	\$136.10	\$136.10	132.84	\$132.84
	21	8x30	1	EA	\$178.16	\$178.16	190.36	\$190.36
	22	8x36	1	EA	\$203.28	\$203.28	206.87	\$206.87
	23	10x8	1	EA	\$56.91	\$56.91	57.10	\$57.10
	24	10x10	1	EA	\$80.25	\$80.25	71.99	\$71.99
	25	10x12	1	EA	\$81.92	\$81.92	89.59	\$89.59
	26	10x16	1	EA	\$98.95	\$98.95	94.36	\$94.36
	27	10x20	1	EA	\$133.71	\$133.71	137.45	\$137.45
	28	10x24	1	EA	\$155.35	\$155.35	177.93	\$177.93
	29	10x30	1	EA	\$189.53	\$189.53	204.47	\$204.47
	30	12x8	1	EA	\$63.47	\$63.47	64.83	\$64.83
	31	12x10	1	EA	\$83.64	\$83.64	75.22	\$75.22
	32	12x12	1	EA	\$89.97	\$89.97	99.50	\$99.50
	33	12x16	1	EA	\$110.79	\$110.79	102.72	\$102.72
	34	12x20	1	EA	\$145.44	\$145.44	142.66	\$142.66
	35	12x24	1	EA	\$167.88	\$167.88	193.63	\$193.63
	36	12x30	1	EA	\$212.89	\$212.89	241.84	\$241.84
	37	Add for 3/4" to 1" Taps	4	EA	\$9.35	\$37.40	27.97	\$111.88
	38	Add for 1-1/4" to 2" Taps	1	EA	\$15.74	\$15.74	53.68	\$53.68
		Grand Total				\$7,696.42		\$7,504.79

Bid Tabulation - City of Fargo Public Works/Operations
 Description: Water Main Repair Materials and Miscellaneous
 Bids Opened: May 6, 2009 (11:30 AM)

Section II	No.	Item Description	Quantity	Supplier: Unit	Fargo Water Equipment		Northern Water Works	
					Unit Price	Extended Price	Unit Price	Extended Price
	1	3/4" Curb Stop	20	EA	\$41.15	\$823.00	38.39	\$767.80
	2	1" Curb Stop	10	EA	\$53.32	\$533.20	51.81	\$518.10
	3	3/4" Corporation	10	EA	\$16.82	\$168.20	16.69	\$166.90
	4	1" Corporation	5	EA	\$26.31	\$131.55	25.52	\$127.60
	5	3/4" 3-Part Union	20	EA	\$9.46	\$189.20	9.04	\$180.80
	6	1" 3-Part Union	10	EA	\$16.57	\$165.70	15.80	\$158.00
	7	1-1/2" 8" Bury Stop Boxes (Cast Iron Plugs)	20	EA	\$37.92	\$758.40	47.59	\$951.80
	8	3/4" Type K Cu	50	LF	\$2.34	\$117.00	2.26	\$113.00
	9	1" Type K Cu	100	LF	\$3.05	\$305.00	2.95	\$295.00
	10	2" Type K Cu	25	LF	\$9.39	\$234.75	7.92	\$198.00
	11	4" C900 PVC	20	LF	\$1.36	\$27.20	1.39	\$27.80
	12	6" C900 PVC	20	LF	\$2.65	\$53.00	2.73	\$54.60
	13	8" C900 PVC	20	LF	\$4.61	\$92.20	4.71	\$94.20
	14	10" C900 PVC	20	LF	\$6.97	\$139.40	7.20	\$144.00
	15	12" C900 PVC	20	LF	\$9.87	\$197.40	10.14	\$202.80
	16	4" SDR 35 PVC Sewer	12.5	LF	\$0.56	\$7.00	0.60	\$7.50
	17	6" SDR 35 PVC Sewer	50	LF	\$1.18	\$59.00	1.23	\$61.50
	18	4" Flexible Sewer Coupling	1	EA	\$2.79	\$2.79	3.30	\$3.30
	19	6" Flexible Sewer Coupling	24	EA	\$5.97	\$143.28	7.05	\$169.20
	20	6"x4" Flexible Sewer Coupling	1	EA	\$7.00	\$7.00	8.28	\$8.28
	21	4" Gate Valve	1	EA	\$371.80	\$371.80	332.53	\$332.53
	22	6" Gate Valve	1	EA	\$481.14	\$481.14	424.62	\$424.62
	23	8" Gate Valve	1	EA	\$748.44	\$748.44	675.86	\$675.86
	24	10" Gate Valve	1	EA	\$1,163.65	\$1,163.65	1,053.86	\$1,053.86
	25	Gate Valve Box (2 piece w/ lid & insert)	10	EA	\$122.10	\$1,221.00	125.08	\$1,250.80
	26	Gate Valve Box (Top Section)	10	EA	\$35.75	\$357.50	31.58	\$315.80
	27	Gate Valve Box (Lid Only) (Tyler Only)	2	EA	\$12.16	\$24.32	12.89	\$25.78
	28	1" Gate Valve Box Riser	5	EA	\$6.93	\$34.65	5.16	\$25.80
	29	1 1/2" Gate Valve Box Riser	5	EA	\$9.68	\$48.40	7.90	\$39.50
	30	2" Gate Valve Box Riser	5	EA	\$10.56	\$52.80	8.74	\$43.70
	31	3" Gate Valve Box Riser	5	EA	\$15.40	\$77.00	12.64	\$63.20
	32	5" Hydrant	20	EA	\$1,700.00	\$34,000.00	1,858.07	\$37,161.40
	33	Waterous Traffic Repair Kit	5	EA	\$110.89	\$554.45	111.67	\$558.35
	34	18" Waterous Hydrant Extension	1	EA	\$240.00	\$240.00	331.12	\$331.12
	35	16" Waterous Hydrant Extension	1	EA	\$138.00	\$138.00	181.67	\$181.67
	36	3/4"x3/4" Lead/Copper Coupling	20	EA	\$18.65	\$373.00	18.53	\$370.60
	37	3/4"xs/3/4" Lead/Copper Coupling	10	EA	\$18.65	\$186.50	21.85	\$218.50
		Grand Total				\$44,226.92		\$47,323.27

Low Bid (Section 1):
 Low Bid (Section 2):



REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA Type: Resolution Regarding Management of Fargo Landfill

Location: Fargo Landfill

Date of Hearing: 5/06/09

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/18/09</u>
Project File	<u> </u>

Terry Ludlum, Solid Waste Operations Manager, presented the attached memo and draft "Resolution Regarding Management of Fargo Landfill." The city recently received a new operating permit for the Fargo Landfill that included a condition requiring a resolution to properly manage, maintain, and repair the landfill as long as leachate generation, landfill gas generation, and other issues appear to be significant. It was recommended that the attached Resolution be approved by the Utility Committee and City Commission.

On a motion by Pat Zavoral, seconded by Mark Bittner, the Utility Committee voted to approve the attached "Resolution Regarding Management of Fargo Landfill", pending City Attorney review, and authorized forwarding to the City Commission for final approval.

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

ATTEST:



 Bruce P. Grubb
 Enterprise Director

C: Commissioner Mahoney
 Commissioner Wimmer
 Commissioner Piepkorn

Item 4

April 28, 2009

MEMORANDUM

To: Utility Committee
From: Terry Ludlum, Solid Waste Utility Manager
Re: Resolution Regarding Management of Fargo Landfill

On January 8, 2009, the City of Fargo received a new **Solid Waste Management Facility Permit #0260** for the Fargo Landfill. The new permit allows a horizontal and vertical expansion of the current landfill to maximize the available airspace on the 160 acre footprint. The new permit also allows the use of an evapotranspiration and capillary barrier (ET Cap) alternative cover system. The previous cover system included a synthetic liner, compacted clay barrier and topsoil layer. The ET alternative cover eliminates the need for a synthetic liner which will result in a cost savings of \$20,000-\$30,000 per acre or approximately \$3.2-\$4.8M over the entire 160 acre site.

As a condition (**Condition F.20.**) to the alternative cover approval, the State has required that the City approve a resolution committing to properly manage, maintain and repair the landfill facility as long as leachate generation, landfill gas generation and other issues appear to be significant. Therefore, we have drafted the attached **Resolution Regarding Management of Fargo Landfill** to satisfy **Permit Condition F.20.** It is the recommendation of this office that the Utility Committee approve the attached Resolution, pending City Attorney review, and authorize forwarding to the City Commission for final approval.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve the attached "**Resolution Regarding Management of Fargo Landfill**", pending City Attorney review, and authorize forwarding to the City Commission for final approval.

Resolution Regarding Management of Fargo Landfill

The Fargo City Commission does hereby commit the City of Fargo to properly manage, maintain and monitor the Fargo Landfill, and take prudent corrective measures, as long as leachate generation, landfill gas generation, and/or other issues appear to be significant.

THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota pursuant to Solid Waste Landfill Permit No. 0260, Condition F.20., allowing elimination of the barrier layer in the final cover system, the City of Fargo commits to the following postclosure care of the Fargo Landfill as long as leachate generation, landfill gas generation, and/or other issues appear to be significant:

- (a) Manage and monitor the landfill site;
- (b) Remove and properly manage leachate;
- (c) Maintain and repair the protective soil and vegetative cover;
- (d) Maintain erosion control features;
- (e) Manage and maintain the landfill gas collection system;
- (f) Undertake other prudent measures for a solid waste landfill as long as leachate generation, landfill gas generation, and/or other issues appear to be significant.

BE IT FURTHER RESOLVED that all resolutions heretofore adopted which are in any manner inconsistent with the terms and provisions of this resolution are hereby amended or repealed to the extent necessary to give full force and effect to the provisions of this resolution.

CITY OF FARGO

Signature:

Dennis R. Walaker, Mayor

Date

Attest:

Steven Sprague, City Auditor

Date



PERMIT FOR A SOLID WASTE MANAGEMENT FACILITY
NORTH DAKOTA DEPARTMENT OF HEALTH — DIVISION OF WASTE MANAGEMENT
TELEPHONE: 701-328-5166 • REV. 11/08

Pursuant to Chapter 23-29 of the North Dakota Century Code (NDCC), (Solid Waste Management and Land Protection Act), and Article 33-20 of the North Dakota Administrative Code (NDAC), (Solid Waste Management Rules), and in reliance on statements and representations heretofore made by the owner or owner's representative designated below, a Permit is hereby issued authorizing such owner/operator to construct and operate a solid waste management facility at the designated location under any and all conditions.

A. Owner/Operator:

1. **Name:** Fargo Landfill
2. **Mailing Address:** 2301 8th Avenue North, Fargo, ND 58102
3. **Location Address:** 4501 7th Avenue North, Fargo, ND 58102

B. Permit Number: 0260

C. Solid Waste Management Units:

1. **Primary:** Municipal Solid Waste Landfill
2. **Other(s):** Land Treatment Area, Yard Waste Compost Unit, Old Landfill Site, Household Hazardous Waste Collection Site, Transfer Station and Wood Processing Site

D. Location Information:

1. **General:** NE1/4 of Sec 4 TWP 139N R 49W of Cass County
2. **Permit Area:** 336 acres on the west side of Fargo

E. General Conditions:

- E.1. The owner/operator of the facility is subject to the Solid Waste Management and Land Protection Act (Chapter 23-29 NDCC), the Solid Waste Management Rules (Article 33-20 NDAC), all other North Dakota and federal laws, rules, or regulations and orders now or hereafter effected by the North Dakota Department of Health (hereinafter the Department), and to any and all conditions of this permit.
- E.2. Compliance with terms of this permit does not constitute a defense to any order issued or any action brought under NDCC 23-29, NDAC 33-20, NDCC 23-20.3,

NDAC 33-24, Sections 3013, 7003, or 3008(a) of RCRA, Sections 106(a), 104 or 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et. seq.) or any other law providing for protection of public health or the environment.

- E.3. Issuance of this permit does not convey property rights of any sort or any exclusive privilege, nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local law or regulations.
- E.4. It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- E.5. This permit is based on the premise that the information submitted by the owner/operator is accurate and that the facility will be or has been constructed and will be operated as specified in the application and all related documents. Any inaccuracies or misrepresentations found in the application may be grounds for the termination or modification of this permit. The Permittee must inform the Department of any deviation from, or changes in, the information in the application which would affect the Permittee's ability to comply with the applicable rules or permit conditions.
- E.6. The Permittee shall at all times properly operate and maintain the facility and systems of disposal, storage, and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance/quality control procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this permit.
- E.7. The Permittee shall give notice to the Department of any planned physical alterations or additions to permitted waste management units. Any physical change in, or change in the method of operation of, a treatment or disposal operation shall be considered to be construction, installation, or establishment of a new operation. No construction, installation, or establishment of a new operation shall be commenced unless the owner/operator thereof shall file an application for, and receive, a permit to construct and operate from the Department.
- a. The Permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

- b. Whenever the Permittee becomes aware that the Permittee failed to submit any relevant facts in the permit application, or submitted incorrect information in the permit application or in any report to the Department; the Permittee shall promptly submit such facts or information.
- E.8. The owner/operator shall construct, operate, maintain and close the waste management units and the facility according to the criteria of law and rule, conditions of this permit, and other reasonable precautions to prevent or minimize, if applicable, any environmental impacts, including, but not limited to, fugitive dust emissions, objectionable odors, air toxics and gas emissions, spills, litter and contamination of surface water and groundwater.
- E.9. The Permittee shall furnish to the Department within a reasonable time, any relevant information which the Department may request to determine whether cause exists for modifying, reissuing or terminating this permit, or to determine compliance with this permit. The Permittee shall also furnish to the Department, upon request, copies of records required to be kept by this permit.
- E.10. This permit may be modified during its term through mutual agreement or by Department Order for the purpose of preventing or abating adverse impact to the environment.
- E.11. This permit does not supersede local zoning authority or any other requirements of any political subdivision of the state.
- E.12. Within sixty (60) days of the issuance of this permit, if not already completed, the owner/operator shall record a notarized affidavit with the County Register of Deeds. The affidavit shall specify that this facility, as noted in the legal description, is permitted to accept solid wastes for disposal. This affidavit shall specify that another affidavit must be recorded upon the facility's final closure.
- a. Upon closure, a second affidavit shall be recorded specifying any final details regarding the types of waste disposed of at the facility, as well as any final details regarding the facility's location, construction, management, et cetera.
 - b. The Department must be provided a copy of both affidavits, certified by the County Register of Deeds in which the facility is located. The copies must be forwarded to the Department within thirty (30) days of recorded dates, or if notification has already been completed, within thirty (30) days of the permit issuance date.
- E.13. Any entity that controls the permit holder (Permittee) agrees to accept responsibility for any remedial measures, closure and postclosure care, or penalties incurred by the permit holder (Permittee).

- E.14.** No lateral expansion into unfilled areas is permitted unless the construction and design of the facility meets all applicable state and federal requirements and has been approved by the Department.
- E.15.** If a current closure plan has not already been completed and approved by the Department, an appropriate plan and timetable for closure of all areas filled with waste must be filed with the Department for approval within three (3) months of the issuance of this permit.
- E.16.** Within ninety (90) days of the permit issuance date, the owner/operator shall develop checklists to implement the self-inspection procedures for all solid waste management units and activities at the facility regulated by this permit. Development, use and implementation of these checklists are subject to Departmental review and, upon approval, shall be implemented. Inspection of the routine facility operations by facility staff shall be ongoing; however, inspection and completion of the checklists shall be completed at random on a weekly basis or more frequently as needed. In addition, inspection of storm water structures and the final cover on closed solid waste disposal facilities shall be inspected after each significant rainfall event and/or every week when erosion may reasonably be expected to occur until it is documented the site vegetation and erosion control measures are fully established, when the inspection frequency may be reduced.

Ongoing evaluation of the toxic reduction program shall be implemented as part of the routine inspection program. In addition to information from the facility's household hazardous waste program, a summary, evaluation and inspection procedures shall be undertaken of the routine waste stream received at the transfer station and landfill. This shall include all waste streams, municipal solid waste, industrial solid waste, commercial waste, etc. A summary of inspection parameters, educational programs and correspondence with waste haulers and generator, public information, any problems or issues of noncompliance, and evaluations as described in this permit, the application and approved plan of operation shall be included in the routine reports to the Department. The inspection checklists, parameters of inspections and/or the schedule of inspections may be modified by Fargo staff and/or the Department if necessary.

All inspection procedures, checklists, etc., shall be re-evaluated when upgrades or changes are made in the plans of operation, when waste streams change, or other significant changes are made or issues arise.

- E.17.** Disturbed areas shall be planted with a cover crop to control erosion, weeds and windblown dust. Upon placement of final cover on any portion of the landfill, revegetation practices, procedures and erosion control measures shall be provided to address the issues identified in the attached guideline on revegetation and native grass planting procedures for solid waste landfills (Attachment 1); however, the final seed mix may be adjusted based on consultation with local soils and native grass

experts subject to Departmental approval. Placement of final cover shall include placement of erosion control measures such as straw or mulch incorporation, erosion control matting, etc. The area shall also be promptly planted with a cover crop so as to provide near-term protection of the soil and seed bed. Within three (3) months of the permit issuance date, the owner/operator shall submit a plan and schedule for Department approval that ensures: (1) appropriate control of erosion, (2) cover crop plantings, (3) site revegetation (seed mixture, rate, methods, timing, etc.), and (4) routine inspection, monitoring, evaluation, repair and reporting on closed areas including effectiveness and quality of vegetative growth, soil stability, erosion on closed or partially closed areas of the landfill, replacement of suitable plant growth material, mulching, reseeding, etc., and any other significant issues.

The revegetation and final cover inspection and maintenance plan and schedule will be developed in cooperation with professionals experienced in local plant science, soils and erosion control. The plan must include some quantitative measurement of vegetative growth (such as the point frame method), assessment of the plant community and plant types (as outlined in the facility revegetation plan), soil retention, evaluation and repair of erosion (sheet, rill and gully erosion), as well as monitoring, maintenance and repair of channels, drop structures and other erosion control features and practices. Areas where the revegetation is not successful or where repairs have been made shall be promptly mulched, reseeded and monitored to ensure adequate native grass establishment. The findings and results of final cover inspection and maintenance shall be addressed in the routine reports to the Department.

- E.18.** All personnel involved in solid waste handling and in the facility operation or monitoring must be provided a copy of this permit and shall be instructed in specific procedures to ensure compliance with the permit, the facility plans, and the state rules as necessary to prevent accidents and environmental impacts. Documentation of training such as names, dates, description of instruction methods, and copies of certificates awarded must be placed in the facility's operating record. In addition, a copy of this permit, pertinent rules, guidelines and forms shall be posted at a prominent location within the facility.

Should questions or issues arise, the owner or operator shall contact the North Dakota Department of Health at 701-328-5166.

F. Specific Conditions:

- F.1.** Unless approved elsewhere in this permit, the facility shall not be used for the disposal of the following waste types: liquids (other than household quantities); unrinsed pesticide containers; lead-acid batteries; used oil; PCB waste/oils; hazardous wastes (other than household quantities) including ignitables (solvents, paints and fuels), corrosives (acids and alkalies), reactives, toxicity characteristic wastes, and listed wastes; electronic waste such as televisions, computers, monitors,

printers, copiers, materials containing circuit boards, ballasts, capacitors, etc. (other than household quantities); mercury-containing devices such as fluorescent lighting, switches, thermometers, thermostats, etc. (other than household quantities); hazardous materials; sludges; manure; septic tank pumpings; infectious wastes or large quantities of soluble wastes (fly ash, salt, fertilizer, etc.). If approved by the Department, household quantities of these materials may be segregated for reuse, recycling or off-site management via a household hazardous waste program.

- F.2. Metal items, including, but not limited to, major appliances, metal furniture, scrap metal, etc., may not be collected or transported for disposal to any solid waste disposal unit or facility unless such unit or facility has provision for intermediate storage and recycling of these materials and all such materials are appropriately segregated for recycling.
- F.3. The facility is authorized for disposal of municipal wastes. "Municipal waste" means solid waste that includes garbage, refuse and trash generated by households, motels, hotels and recreation facilities, by public and private facilities, and by commercial, wholesale, and private and retail businesses. The term does not include special waste or industrial waste. The facility is limited to accepting an average of no more than 750 tons of municipal waste per day. The calculation for the average daily municipal waste tonnage accepted shall be based on a 365-day year.
- F.4. Outer slopes of the berms used for the erosion control drainage swales shall not exceed a 3:1 slope. Routine inspections and repair of these critical areas should be included in the plan of operation, checklists and annual reports.
- F.5. Except as modified by conditions of this permit, this facility and related waste management units and structures shall be designed, constructed, operated and closed in accordance with previous correspondence and documents contained in Departmental files pertaining to this facility and as described in the documents enumerated below, which are hereby incorporated by reference in this permit:
- a. City of Fargo, Division of Solid Waste, Application for Permit Renewal and Modification, received October 24, 2005.
 - b. Request for Permit Modification Design Report, NDDH Permit #SW-260, prepared by Wenck Associates, Inc., received October 24, 2005.
 - c. Future submittals approved by the Department may supersede or supplement items listed above.
- F.6. To accommodate waste exceeding 500 tons per day (on average), the owner/operator shall address the waste treatment requirements of Section 33-20-01.1-12. The owner/operator, with assistance from the Department, shall develop and implement a toxic material reduction program which shall include:

Municipal Solid Waste Management Permit
Permit No. 0260
Page 7 of 11

- a. Ongoing education programs for waste generators, haulers and landfill operators;
 - b. Household hazardous waste reduction and collection programs in areas served by the landfill;
 - c. Provisions to preclude the disposal of Conditionally Exempt Small Quantity Generator (CESQG) hazardous waste at the facility;
 - d. Ongoing evaluation and implementation of industrial waste management procedures to reduce the toxicity of the industrial waste stream; and
 - e. Processes to evaluate the effectiveness of the toxics reduction program.
- F.7. The owner/operator shall monitor the quality of leachate produced by the landfill and released into the sanitary sewer system. Results of this monitoring shall be used to evaluate compliance with the city's wastewater pretreatment standards and the appropriateness of this leachate handling method and shall submit the monitoring results within the annual report. The quantity of leachate removed must be recorded quarterly from each collection location. With this information, an annual review to determine the cover design performance shall be completed and be placed into the annual report.
- F.8. On all areas on which synthetic daily cover has been applied that will not receive additional cover for more than one week, interim earthen cover of no less than six (6) inches shall be applied. This requirement may be reduced or eliminated upon demonstration that the system can be applied in such a manner that vectors are controlled and infiltration of precipitation is effectively minimized.
- F.9. Within one (1) year of the permit issuance date, the owner/operator shall submit for Department review an updated groundwater monitoring plan addressing all requirements under **NDAC 33-20-13-02**.
- F.10. Within one (1) year of the permit issuance date, the owner/operator shall submit for Department review an updated methane monitoring plan addressing all requirements under **NDAC 33-20-06.1-02.4**.
- F.11. Within one (1) year of the permit issuance date, the owner/operator shall submit for Department review an updated plan of operations addressing all requirements under **NDAC 33-20-04.1-03**.
- F.12. Within one (1) year of the permit issuance date, the owner/operator shall submit for Department review a revised closure plan which addresses all provisions of **NDAC-33-20-04.1-05.5. Written closure plan.**

- F.13. All disposal cell leachate collection piping shall be installed to accommodate the estimated settlement amount and obtain a minimum 2.5% post-settlement.
- F.14. The upper 3% slope portion of the Cells 13 and 15 (Sheet 7) must be increased to no less than 5% to accommodate possible regional settlement.
- F.15. Within one (1) year of the permit issuance date, the owner/operator shall verify siting criteria requirements with the Federal Aviation Administration regarding the unit's proposed changes in location and elevation in relation to Hector Field. This information should be submitted for Department review.
- F.16. Within six (6) months of the permit issuance date, the owner/operator shall submit for Department review its current financial assurance mechanism and determine if it meets the provisions of NDAC 33-20-14. Estimates of closure should be recalculated to reflect current closure/postclosure cost estimates.
- F.17. The Permittee shall submit an annual report which summarizes the amount and disposal location of waste placed in the unit and observe the site for any significant issues or variances with the plan of operation, the permit, and the state solid waste management rules. Inspection and reporting procedures shall be sufficiently detailed to address the issues contained in the attached guideline on solid waste facility recordkeeping and reporting requirements (Attachment 2) and shall include maps, diagrams, annual waste elevation survey and pictures showing locations within the landfill where, when, and how much waste is disposed, the total amount disposed, cover material applied, surface water run-on and runoff issues, leachate/contact water management and disposal, and which surface impoundment receives the leachate/contact water, precipitation events, personnel training, etc. A summary of the segregation and management of suitable plant growth material, plant rooting material and other pertinent soil management issues shall be included. Also, the annual report must report in detail accepted waste tonnage from all municipalities and major industrial waste sources who use the facility. A summary of the operation, including toxic reduction and waste reduction measures intended to address the provisions of NDAC 33-20-01.1-12. Waste treatment, as well as industrial waste procedures, shall be included in the owner/operator's routine annual report.
- F.18. Within one (1) year of the permit issuance date, the owner/operator shall submit for Department review a revised closure plan which addresses all provisions of NDAC 33-20-04.1-09 (5), which includes a written postclosure plan and ensures routine inspection, monitoring, evaluation and reporting on closure and postclosure care measures including effectiveness of vegetative growth and erosion on landfills affected by construction and closure. This shall include monitoring of any area of a landfill that is partially closed. A final cover inspection plan and schedule will be developed in cooperation with a plant, soils and/or erosion control professional. This

plan and evaluation as well as any cover repair and modification will be included in the plan of operation and in the postclosure plans for the facility. Routine evaluation shall be addressed in routine reports to the Department.

- F.19. Quality control and quality assurance procedures for construction of the disposal site, including the subbase, clay bottom liners, clay side liners, etc., shall adhere to the Department's guideline entitled "Quality Assurance for Construction of Landfill and Surface Impoundment Liners & Caps and Leachate Collection Systems," dated 2007 and provided as Attachment 3 of the permit; however, the final cover may incorporate an appropriate and approved construction and quality assurance procedure addressing the issues identified in the Interstate Technology & Regulatory Council Alternative Landfill Technologies Team's (ITRC) "Technical and Regulatory Guidance for Design, Installation, and Monitoring of Alternative Final Landfill Covers, December 2003" and other Departmental guidance and requirements. The owner/operator shall obtain Departmental approval of an alternative cover closure plan and quality control procedures prior to placement of final cover.
- F.20. As a condition of the allowance for elimination of the barrier layer in the final cover, the facility owner shall provide the Department an assurance or resolution passed by and signed by the Fargo City Commission committing the community to **manage and monitor the landfill site, remove and properly manage leachate, maintain and repair the protective soil and vegetative cover, maintain erosion control features, manage landfill gas and undertake other prudent measures for a solid waste landfill for as long as leachate generation, landfill gas and other issues appear to be significant. This postclosure care is intended to provide permanent stewardship of the site. This assurance shall be provided to the Department within six (6) months of the permit issuance date.**
- F.21. The owner/operator shall undertake a program to educate waste generators and haulers on appropriate measures to reduce, reuse and recycle waste materials and shall help facilitate, implement, promote and provide appropriate procedures and services to reduce waste disposal as described in NDCC 23-29-02. Within three (3) years of the permit issuance date, the owner/operator shall demonstrate substantial efforts to promote at least at least a 40% reduction of waste disposal. A description of recycling and waste reduction activities and an estimate of the volume and percent of waste which has been diverted shall be included in the annual report to the Department.

G. Land Treatment Area:

- G.1. The owner/operator may maintain a petroleum-contaminated soil treatment area as shown on Sheet 3 (Area Drainage Map). The treatment area shall be restricted to refined petroleum hydrocarbons within the gas or diesel range. The area shall be operated and maintained as defined within the "Petroleum Contamination Plan." A

summary of the operation shall be included in the owner/operator's routine annual report and include amounts accepted and sampled prior to treatment and after treatment.

- G.2. Prior to closure of the land treatment area (due to space needs and/or landfill cell development), all remaining contaminated soil shall be removed and subsoils be sampled to document that all contaminated media has been removed. The owner/operator may propose an alternative site or means of managing oil-contaminated soil, including composting, subject to approval by the Department.

H. Yard Waste Compost Unit:

- H.1. The owner/operator may maintain a yard waste compost area on the permit area. The compostable material shall be restricted to leaves, grass clippings, similar yard waste material, straw and produce from supermarkets unless other materials are approved by the Department. The area shall be maintained in a manner consistent for aerobic degradation. A summary of the operation, including training of operators, shall be included in the owner/operator's routine annual report.
- H.2. Within one (1) year of the permit issuance date, the owner/operator shall submit a plan of operation (NDAC 33-20-04.1-03) for the compost unit which addresses the provisions of NDAC 33-20-04.1-07. **Piles used for storage and treatment - Standards** and prudent operational issues for a yard waste compost unit plus any other applicable requirements. Operation of the compost unit shall promote timely and orderly breakdown of compostable materials.

I. Old Landfill Site:

- I.1. The owner/operator shall evaluate and investigate environmental and disposal conditions and issues at the old landfill site. In addition, an evaluation of site cover and site drainage shall be included. The owner/operator shall keep the Department apprised of the investigation activities and may propose, design, construct, and conduct relocation and consolidation of waste materials within the property boundary in accordance with state solid waste rules, subject to Departmental concurrence and approval. No further stockpiling or placement of waste from outside of the facility is authorized without Departmental approval.
- I.2. A summary of inspections, evaluation, excavation and relocation of waste in the closed landfill shall be included in the owner/operator's routine annual report. This shall include cover conditions, runoff, landfill gas, leachate seepage, erosion, waste relocation, general conditions, etc.

J. Household Hazardous Waste Unit:

- J.1.** Within one (1) year of the permit issuance date, the owner/operator shall submit a plan of operation (NDAC 33-20-04.1-03) for the household hazardous waste unit which addresses how the unit addresses the provisions of NDAC 33-20-01.1-12. **Waste treatment.** A summary of the operation shall be included in the owner/operator's routine annual report.

K. Transfer Station Unit:

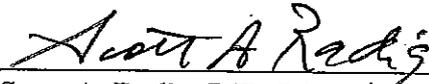
- K.1.** The owner/operator may utilize the transfer/baling facility. Within one (1) year of the permit issuance date, the owner/operator shall address all provisions of NDAC 33-20-04.1-06 and receive Departmental approval of a plan of operation. Implementation of appropriate measures to reduce the toxicity of the waste stream shall be included in the facility's plan of operation and daily operation. Consideration shall be provided to work with the Department to promote and enhance waste reduction and recycling of appropriate materials such as cardboard, metal and other appropriate waste streams as appropriate markets and conditions allow. A summary of the operation, including toxic reduction and waste reduction measures intended to address the provisions of NDAC 33-20-01.1-12, **Waste treatment**, shall be included in the owner/operator's routine annual report.

L. Wood Processing Unit:

- L.1.** The owner/operator is encouraged to minimize and utilize wood waste for appropriate uses, may operate a wood processor in accordance with all Departmental permits, and may stockpile reasonable amounts of wood and wood products in the area so long as efficient operation is afforded. A summary of wood waste amounts, wood processed, wood products used and wood marketed for mulch or fuel shall be included in the facility's annual report.

In consideration of information provided regarding the facility and its operation and in consideration of the conditions above, the North Dakota Department of Health hereby issues a permit to the City of Fargo.

This permit is effective as of January 8, 2009 and shall remain in effect until January 8, 2014, unless modified, superseded, or revoked under Section 33-20-02.1-06 NDAC or continued in accordance with Section 33-20-02.1-07 NDAC.



Scott A. Radig, P.E., Director
Division of Waste Management

1-8-2009

Date



PUBLIC WORKS OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants 402 23rd STREET NORTH FARGO, NORTH DAKOTA 58102 PHONE: (701) 241-1453 FAX: (701) 241-8100

May 7, 2009

N

The Honorable Board of City commissioners City of Fargo 200 North Third Street Fargo, ND 58102

Commissioners:

On May 1, 2009 request for Proposals were received for four (4) Automated Refuse trucks. Proposals were submitted from Northern Truck Equipment Corporation, Sanitation Products Incorporated, and McNeilus Truck and Manufacturing Company. Five equal lease payments per unit were requested.

The results are as follows:

Table with 3 columns: Firm, Lease Quote, Total (5yr) per unit. Rows include Northern Truck Equipment, Sanitation Products, and McNeilus Corp.

The review committee consisted of Bruce Grubb, Terry Ludlum, Delmar Ruff and Allan Erickson and determined that all vendors met the specifications required. Our recommendation is to split the award to the two lowest Proposals. Funding for this project is included in the 2009 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to lease two trucks from Northern Truck Equipment and two trucks from Sanitation Products with a total cost of \$170,071.90 per year for 5 years with an optional yearly buyout.

Respectfully Submitted,

Allan Erickson Fleet Management Specialist

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



UTILITY COMMITTEE

Project No. NA Type: RFPs for Automated Refuse Containers and Curbside Recycling Bins

Location: City Wide

Date of Hearing: 5/06/09

<u>Routing</u>	<u>Date</u>
City Commission	5/18/09
Project File	

Bruce Grubb, Enterprise Director, presented the attached memo and supporting documentation related to Requests for Proposals (RFP) that were advertised for procurement of residential garbage containers and curbside recycling bins. Six proposals were submitted for each RFP as listed below:

Automated/Semi-Automated Residential Refuse Containers

<u>Vendors</u>	<u>Manufacturer (Mold Method)</u>	<u>Total Price</u>
Sanitation Products	Toter (Rotational)	\$789,410
Northern Truck Equipment	Cascade (Injection)	\$812,400
Otto Environmental Systems	Otto (Injection)	\$845,935
Rehrig Pacific	Rehrig (Injection)	\$886,680
Ameri-kart	Ameri-kart (Rotational)	*\$777,470
Ameri-kart	Ameri-kart (Injection)	*\$853,425

*No bid submitted for small size containers.

Residential Curbside Recycling Bins

<u>Vendors</u>	<u>Manufacturer (Size)</u>	<u>Total Price</u>
Ameri-kart	Ameri-kart (18 gal)	\$121,250
Rehrig Pacific	Rehrig Pacific (18 gal)	\$128,750
Otto Environmental Systems	Otto (18 gal)	\$136,250
Northern Truck Equipment	Cascade (18 gal)	\$148,250
Sanitation Products	Tulip (18 gal)	\$161,726
Dakota Paper	Rubbermaid (18 gal)	\$358,000

The proposals were reviewed and evaluated in conformance with the RFPs by Bruce Grubb, Enterprise Director, and Terry Ludlum, Solid Waste Utility Manager. Results of the proposal evaluations are shown on the attached spreadsheets. Please note that the following preferences were listed in the Residential Refuse Container RFP:

- Rotational mold manufacturing
- No assembly required
- Small (48 gal), Medium (64 gal.) and Large (96 gal) sizes
- Recyclability

Based upon the proposal evaluations, it was recommended that the following proposals be accepted and approved by the Utility Committee and the City Commission:

Residential Refuse Containers	Sanitation Products (Toter)	\$789,410
Curbside Recycling Bins	Ameri-kart (Ameri-kart)	\$121,250

It was noted that the 2009 Solid Waste Utility budget contains \$1,300,000 and \$140,000 respectively for the procurement of residential refuse containers and curbside recycling bins.

On a motion by Mark Bittner, seconded by Kent Costin, the Utility Committee voted to accept and approve the proposal from Sanitation Products in the amount of \$789,410 for residential refuse carts and the proposal from Ameri-kart in the amount of \$121,250 for curbside recycling bins.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Dennis Walaker, Mayor				
Mike Williams, City Commissioner	X			
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.	X			
Bruce Grubb, Enterprise Director	X			
Scott Liudahl, City Forester				
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



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

MEMORANDUM

April 23, 2009

To: Utility Committee

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

Re: RFPs for Automated Refuse Containers and Curbside Recycling Bins

On December 29, 2008, the City Commission approved an implementation schedule for transitioning to an automated variable rate system of residential garbage collection. The implementation schedule included an RFP process for procurement of residential garbage containers and curbside recycling bins. Thus, separate RFPs were advertised for receipt of proposals on April 17, 2009.

Proposals were received from the following firms in response to the RFPs:

Automated/Semi-Automated Residential Refuse Containers

- Northern Truck Equipment
- Rehrig Pacific
- Ameri-kart
- Sanitation Products
- Otto Environmental Systems

Residential Curbside Recycling Bins

- Northern Truck Equipment
- Rehrig Pacific
- Ameri-kart
- Dakotah Paper
- Sanitation Products
- Otto Environmental Systems

The proposals were reviewed and evaluated by Terry Ludlum and Bruce Grubb in accordance with the RFP requirements. Results of the proposal evaluations have been

summarized on the attached spreadsheets. Based on the evaluations, the proposals have been ranked as follows:

Automated/Semi-Automated Residential Refuse Containers

<u>Vendor</u>	<u>Manufacturer</u>	<u>Total Price</u>
Sanitation Products	Toter (Rotational)	\$789,410
Northern Truck Equipment	Cascade (Injection)	\$812,400
Otto Environmental Systems	Otto (Injection)	\$845,935
Rehrig Pacific	Rehrig (Injection)	\$886,680
Ameri-kart	Ameri-kart (Rotational)	*\$777,470
Ameri-kart	Ameri-kart (Injection)	*\$853,425

*No bid submitted for small size containers.

Residential Curbside Recycling Bins

<u>Vendor</u>	<u>Manufacturer</u>	<u>Total Price</u>
Ameri-kart	Ameri-kart (18 gal)	\$121,250
Rehrig Pacific	Rehrig Pacific (18 gal)	\$128,750
Otto Environmental Systems	Otto (18 gal)	\$136,250
Northern Truck Equipment	Cascade (18 gal)	\$148,250
Sanitation Products	Tulip (18 gal)	\$161,726
Dakotah Paper	Rubbermaid (18 gal)	\$358,000

It is the recommendation of this office that the following proposals be accepted and approved by the Utility Committee and City Commission.

Residential Refuse Containers	Sanitation Products (Toter)	\$789,410
Curbside Recycling Bins	Ameri-kart (Ameri-kart)	\$121,250

Please be advised, the 2009 Solid Waste Utility budget contains \$1,300,000 and \$140,000 respectively for the procurement of residential refuse containers and curbside recycling bins.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Accept and approve the proposal from Sanitation Products in the amount of \$789,410 for residential refuse carts and the proposal from Ameri-kart in the amount of \$121,250 for curbside recycling bins.

Request for Proposals (RFP)
Automated/Semi-Automated Residential Refuse Containers
 March 2009

Proposal Evaluation Summary

	Northern Truck Eq.	Rehrig Pacific	Ameri-Kart	Ameri-Kart	Sanitation Prod.	Otto Env. Systems
	Cascade	Rehrig	Ameri-Kart	Ameri-Kart	Toter	Otto
MANUFACTURER						
PREFERRED SPECIFICATIONS						
1. General	Injection	Injection	Rotational	Injection	Rotational	Injection
2. Materials	x	x	x	x	x	x
3. Container Construction	x	x	x	x	x	x
4. Container Markings	Small-35	Small-35	Small No Bid	Small No Bid	Small-48	Small-35
5. Experience/References	x	x	x	x	x	x
6. Warranty (10.yr.)	x	x	x	x	x	x
7. Price	\$ 29.70	\$ 30.49	No Bid	No Bid	\$ 30.18	\$ 27.00
Small(48.gal)	\$ 33.20	\$ 36.50	\$ 34.34	\$ 37.53	\$ 32.18	\$ 34.89
Medium(64.gal)	\$ 39.20	\$ 40.95	\$ 39.16	\$ 46.53	\$ 37.18	\$ 41.80
Large(96.gal)	\$ 812,400	\$ 886,680	\$ 777,470	\$ 853,425	\$ 789,410	\$ 845,935
TOTAL PRICE						
Assembly Required?	Yes	Yes	Yes	No	No	Yes

**Request for Proposals (RFP)
Residential Curbside Recycling Bins
March 2009**

Proposal Evaluation Summary

	Northern Truck Eq.	Rehrig Pacific	Ameri- Kart	Dakotah Paper	Sanitation Prod.	Otto Env. Systems
MANUFACTURER	Cascade	Rehrig	Ameri-Kart	Rubbermaid	Tulip	Otto
PREFERRED SPECIFICATIONS						
1. General	X	X	X	X	X	X
2. Materials	X	X	X	X	X	X
3. Container Construction	X	X	X	X	X	X
4. Container Markings	18 gal. X	18 gal. X	18 gal./14 gal. X	18 gal. X	18 gal. X	18 gal./14 gal. X
5. Experience/References	X	X	X	X	X	X
6. Warranty		x (5 yr.)	x (5 yr.)		x (3 yr.)	x (5 yr.)
7. Price	No Bid	No Bid	\$ 4.35	No Bid	No Bid	\$ 5.09
14 gallon	\$ 5.93	\$ 5.15	\$ 4.85	\$ 14.32	\$ 6.21	\$ 5.45
18 gallon (preferred)	\$ 148,250	\$ 128,750	\$ 121,250	\$ 358,000	\$ 161,726	\$ 136,250
TOTAL PRICE						



P

OFFICE OF THE CITY ATTORNEY

May 5, 2009

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

Re: Sewer Collector Project (SID #5799)
Relinquishment of Easements – Municipal Airport Authority

Dear Commissioners:

Enclosed please find two Relinquishment of Easement documents regarding the property owned by the Municipal Airport Authority. The Surveyor hired for this project made errors in the legal descriptions used for several easements in this project.

These relinquishments are needed to correct those errors. I have drafted and forwarded corrective permanent easements to the Municipal Airport Authority for their review and execution, simultaneously. Once those corrective documents are returned to my office they will be recorded prior to the relinquishments so there is no gap in the rights to the property involved.

RECOMMENDED MOTION: I/we hereby move to approve the two relinquishment of easement documents regarding the sewer collector project along County Road No. 20 from 45th Street SW to University Drive and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Yours very truly,

OFFICE OF THE CITY ATTORNEY

Garylle B. Stewart
Assistant City Attorney

GBS/amc
Enclosures
cc: Ben Dow
Erik Johnson

FAUS\GBS\CITY\Engineer (112)\45th Str W-Cty Rd 20 (sewer collector) (SID#5799) - 492\ltr to commission w relinquishments - MAA.doc



RELINQUISHMENT OF EASEMENT

WHEREAS, THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, was granted an easement by document dated October 20, 2008, (Document No. 1248462 recorded on October 24, 2008 at 8:00 a.m.) which included the hereinafter described property; and,

WHEREAS, THE CITY OF FARGO, NORTH DAKOTA, wishes to discharge the said easement of record and release the property to the present owner,

NOW, THEREFORE, THE CITY OF FARGO, NORTH DAKOTA, does hereby release, terminate and relinquish the easement in the following described property:

That part of the Northwest Quarter (NW¹/₄) of Section Nineteen (19), Township One Hundred Forty (140) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

A strip of land lying Ten Feet (10.00') on either side of the following described centerline: Commencing at the Northwest corner of said Section Nineteen (19); thence S 02°31'19" E along the West line of Section Nineteen (19) a distance of One Hundred Twenty-three Feet (123.00'); thence N 88°13'53" E a distance of Fifty Feet (50.00') to the point of beginning; thence continuing N 88°13'53" E a distance of Thirty-two Feet (32.00'); thence S 02°31'19" E parallel to the West line of said Section Nineteen (19) a distance of Two Thousand Five Hundred Five Feet (2505.00') and said centerline there terminating; containing 50,754 square feet or 1.17 acres more or less. The side lines of said easement are prolonged or shortened to terminate on the North and East lines of said parcel.

RELINQUISHMENT OF EASEMENT

WHEREAS, THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, was granted an easement by document dated October 20, 2008, (Document No. 1248463 recorded on October 24, 2008 at 8:00 a.m.) which included the hereinafter described property; and,

WHEREAS, THE CITY OF FARGO, NORTH DAKOTA, wishes to discharge the said easement of record and release the property to the present owner,

NOW, THEREFORE, THE CITY OF FARGO, NORTH DAKOTA, does hereby release, terminate and relinquish the easement in the following described property:

That part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nineteen (19), Township One Hundred Forty (140) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

A permanent easement over and across a strip of land lying Ten Feet (10') on either side of the following described centerline:

Commencing at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Nineteen (19); thence N 86°46'44" E along the North line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Nineteen (19) a distance of Eighty-two feet (82.00') to the point of beginning; thence S 02°31'47" E parallel to the West line of said Section Nineteen (19) a distance of Eight Hundred Thirteen and Twenty-seven Hundredths Feet (813.27'); thence with easement lying Fifteen Feet (15.00') on either side of the center line N 85°29'43" E parallel to and Thirty-five Feet (35.00') North of the North line of the Replat of Riviera Heights First Addition a distance of Seven Hundred Forty-one and Forty-three Hundredths Feet (741.43'); thence Easterly along a curve to the right parallel to the North line of the Replat of Riviera Heights First Addition, having a radius of Five Hundred Forty-six and Sixty-eight Hundredths Feet (546.68'), delta angle of 11°08'52", a distance of One Hundred Six and Thirty-seven Hundredths Feet (106.37') along said curve; thence N 83°35'17" E parallel to and Thirty-five Feet (35.00') North of the North line of the Replat of Riviera Heights First Addition a distance of Eight Hundred Thirty-four and Seventy-seven

Flood Protection Incentive Program
(Revised 5/18/09)

Current Base Flood Elevation (BFE)	River Gauge (RG)	38.3'
Projected new BFE		39.3'
Flood of Record (FOR)		40.8 3/28/09
Level of Protection Goals		
Earth levee protection	FOR +2'	42.8'
Floodwall protection	FOR +4'	44.8'

Incentives

Category	Protection Level (RG)	Cost Share (%) City	Cost Share (%) Property Owner	City Maximum (Per Property)
Floodwall - 1	≥ 44.8	75*	25	\$10,000*
Floodwall - 2	≥ 42.8	60*	40	\$8,000*
Floodwall - 3	≥ 41.8	50*	50	\$5,000*
Levee - 1	≥ 42.8	75*	25	\$10,000*
Levee - 2	≥ 40.8	60*	40	\$8,000*
Levee - 3	≥ 39.8	50*	50	\$5,000*

* City cost participation increases by 10% and \$1,000 if four or more contiguous properties make simultaneous improvements.

Notes

1. Applies only to owner occupied residential property.
2. Applies only to property immediately adjacent to Red River and Rose Coulee.
3. Property owner must grant city a flood protection easement in recordable form.
4. Flood protection elevations to be continuous across entire lot.
5. All plans require prior approval by Storm Sewer Utility Engineer.
6. Floodwall plans to be certified by Professional Engineer prior to submittal.
7. Interior drainage
 - Floodwall/levee drainage penetrations shall have backup protection (flapgate, sluice gate, or other approved valve).
 - Interior design to accommodate adequate sumps for emergency pumping.
8. All costs must be documented with appropriate receipts.
9. Homeowner labor is not an eligible expense.
10. Certification of final flood protection elevations shall be determined by Engineering Department for grant eligibility.
11. City funds budgeted through Storm Sewer Utility.
12. All applicable flood plain regulations shall apply.
13. Does not apply to properties recommended for acquisition by the City for flood mitigation purposes

t:\engineering\admin\flood mitigation\flood protection incentive program 5-18-09



ENGINEERING DEPARTMENT

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

May 14, 2009

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

Dear Commissioners:

Wal-Mart Real Estate Business Trust has requested City approval to extend 53rd Avenue South near 38th Street to serve the truck loading bays for the retail store now under construction. Wal-Mart intends to construct the street extension privately as part of their building site construction.

The accompanying Development Agreement will require Wal-Mart to construct the street extension to City Standards. Upon certified completion of the street construction, ownership and maintenance responsibility will revert to the City. The street will be constructed within public street right of way (ROW). The NDDOT has deeded to Fargo a portion of the 38th Street South (west I-29 frontage road) ROW to the City to accommodate the proposed street extension. The remaining frontage road will be abandoned south of the end of the extension to 55th Avenue South.

Recommended Motion

Approve Development Agreement with Wal-Mart for 53rd Avenue South extension.

Sincerely,

A handwritten signature in black ink that reads "Mark H. Bittner".

Mark H. Bittner

MHB/jme
CC: Cody Eilertson
Attachments

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation (hereinafter referred to as "City") and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, Owner or its affiliate intends to acquire that certain property platted as Lots 1 and 3, Block 5, The District of Fargo Addition, Cass County, North Dakota (the "Property"); and

WHEREAS, in connection with its planned development of the Property, Owner is proposing to improve a portion of an existing public road to serve the Property; and

WHEREAS, City supports the concept of privately designed and funded infrastructure development and will be involved to ensure design and construction satisfying City standards; and

WHEREAS, City will be accepting ownership and maintenance of the completed roadway improvements and will charge a review and oversight fee pursuant to City policy to cover City staff involvement; and

WHEREAS, Owner is desirous of its private development of the public road as aforesaid and the parties wish to commit their agreement to writing.

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

1. Scope of Project.

(a) Owner will or will cause to be designed, constructed, and will finance the following roadway improvements (the "Roadway Improvements"): extending 53rd Avenue South, as depicted in Exhibit A attached hereto, (the "Road") from the edge of the existing pavement of 53rd Avenue South to the east and south approximately 625 feet to the proposed truck entrance of the Property. The Road will be constructed of approximately 254 feet of 40-foot wide concrete paving with curb, gutter and drain tile and approximately 371 feet of 36-foot wide concrete paving (without curb and gutter). The pavement section will consist of a 10-inch PCC, 12-inch Aggregate Base, and underlain with a geotextile fabric. No improvements will be completed by Owner between the truck entrance to the Property and 55th Avenue South. The City intends to work with the North Dakota Department of Transportation - Fargo District office ("NDDOT") to receive by quit claim deed the necessary right of way to accommodate the

Roadway Improvements. Access to the west I-29 frontage road will be via 38th Street South and 55th Avenue South as currently constructed.

(b) Owner shall select the engineering consultant to furnish engineering design, construction inspection, contract administration, quality control/quality assurance testing, as-built plan submittals and project certification services under this Agreement.

(c) City will charge a project review and oversight fee as discussed hereinafter.

(d) City will submit, on behalf of the Owner, plans of proposed improvements to NDDOT in an effort to obtain authorization or approvals as necessary for the Owner to design and construct the Roadway Improvements.

2. Standards/Warranty. The parties agree that the private engineering consultant retained by Owner shall coordinate area planned development and certify that all plans and specifications for the Roadway Improvements meet City standards. The Owner's engineering consultant shall provide consultant inspection oversight to ensure as-built standards, conformance in construction and record keeping.

a. Design and Construction. The Owner's engineering consultant will provide final as-built project plans and daily construction inspection reports, along with certification of a Professional Engineer registered in the State of North Dakota that all work is in accordance with City of Fargo design and construction standards, prior to City's accepting maintenance and ownership of the Roadway Improvements.

b. Warranty. Owner will cause its general contractor to warrant all workmanship and materials used in connection with the Roadway Improvements that are actually installed by Owner or its general contractor for a period of one (1) year following City's final acceptance thereof. By entering into this Agreement, Owner acknowledges the warranty obligations as herein contained.

3. Review and Oversight Fee. It is specifically understood and agreed that City will charge and Owner will pay a project review and oversight fee for the Roadway Improvements being privately funded and/or engineered by developer-selected consultants in an amount equal to \$8,160 (4% of construction costs) (the "Oversight Fee"), such payment to be made in advance of commencement of construction of the Roadway Improvements.

4. License to Construct. City grants to Owner, its agents, successors and assigns, a license and temporary easement to enter onto any adjacent property of the City necessary to perform the Roadway Improvements and regulate pedestrian and vehicular traffic to such areas during the performance of the Roadway Improvements.

5. Dedication of Improvements. Subject to all of the other provisions of this Agreement and any exhibits hereto attached, Owner shall, without charge to City, upon completion of the Roadway Improvements, unconditionally give, grant, convey and fully dedicate such improvements to City free and clear of all encumbrances. City shall maintain the same in accordance with standard city policy, procedure, practice and ordinances governing the

maintenance of public improvements. Owner shall non-exclusively assign the rights to enforce all construction contracts, contractors' bonds and design agreements regarding such improvements to the City so that these may be enforced by City after such acceptance. Notwithstanding the foregoing, Owner shall retain ownership to all private improvements located on the Property.

6. Acceptance. City will accept ownership and maintenance of the Roadway Improvements after final completion and final approval of all work by City.

7. No Improvement District or Special Assessments. City shall create no improvement district arising out of the construction activities contemplated by this Agreement. Owner's construction of the Roadway Improvements as set forth herein represent the maximum liability of Owner to fund and pay for the construction activities contemplated by this Agreement. The City waives any requirement of Owner to pay any special or other assessment associated with the construction activities contemplated by this Agreement.

8. No Obligation to Construct or Operate. City hereby acknowledges that Owner or its affiliate, as of the date hereof, may not own fee title to the Property. City further agrees that none of the obligations of Owner set forth herein shall be binding against Owner until such time as: (a) Owner or its affiliates have acquired fee title to the Property, (b) Owner has accepted and taken receipt from City of all building permits required to legally commence construction of its planned retail facility, (c) Owner has commenced construction of its retail facility in connection with such building permits and (d) Owner or City has obtained all required consents, approval and/or permits from NDDOT with respect to the Roadway Improvements. Notwithstanding anything to the contrary contained herein, City agrees that the Property may be used for any lawful purpose, subject to existing zoning or applications for amended zoning approved by City. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either expressed or implied, to either acquire the Property or commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Property. City recognizes and agrees that Owner may, at Owner's sole discretion, cease the operation of its business on the Property and City hereby waives any legal action for damages or for equitable relief resulting from such cessation of business activity by Owner.

9. No Agency or Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between City and Owner nor between City and any officer, employee, contractor or representative of Owner. No joint employment is intended or created by this Agreement for any purpose.

10. General. It is specifically understood that plans and specifications for the work to be done under this Agreement may be prepared from time to time. Owner agrees that City shall be furnished a copy of such documents for review and for its use in performing its plan review, inspection and other duties and responsibilities under this Agreement. This Agreement may not be modified unless such modification be in writing and signed by all parties to this agreement. Each of the parties agrees to execute an addendum to this agreement, if necessary, to further

expand on the rights, responsibilities, duties or other conditions that may arise as the Roadway Improvement proceeds.

11. Governing Law. This Agreement shall be construed under the laws of the State of North Dakota.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto.

13. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

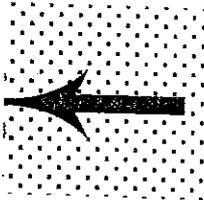
Fargo, ND
Store No. 4352-02

DATED this 18th day of May, 2008.

CITY:

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By _____
Printed Name Dennis R. Walaker
Its Mayor



ATTEST:

Printed Name Steve Sprague
Its Auditor

OWNER:

**WAL-MART REAL ESTATE BUSINESS
TRUST**, a Delaware statutory trust

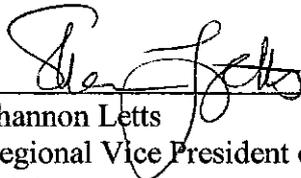
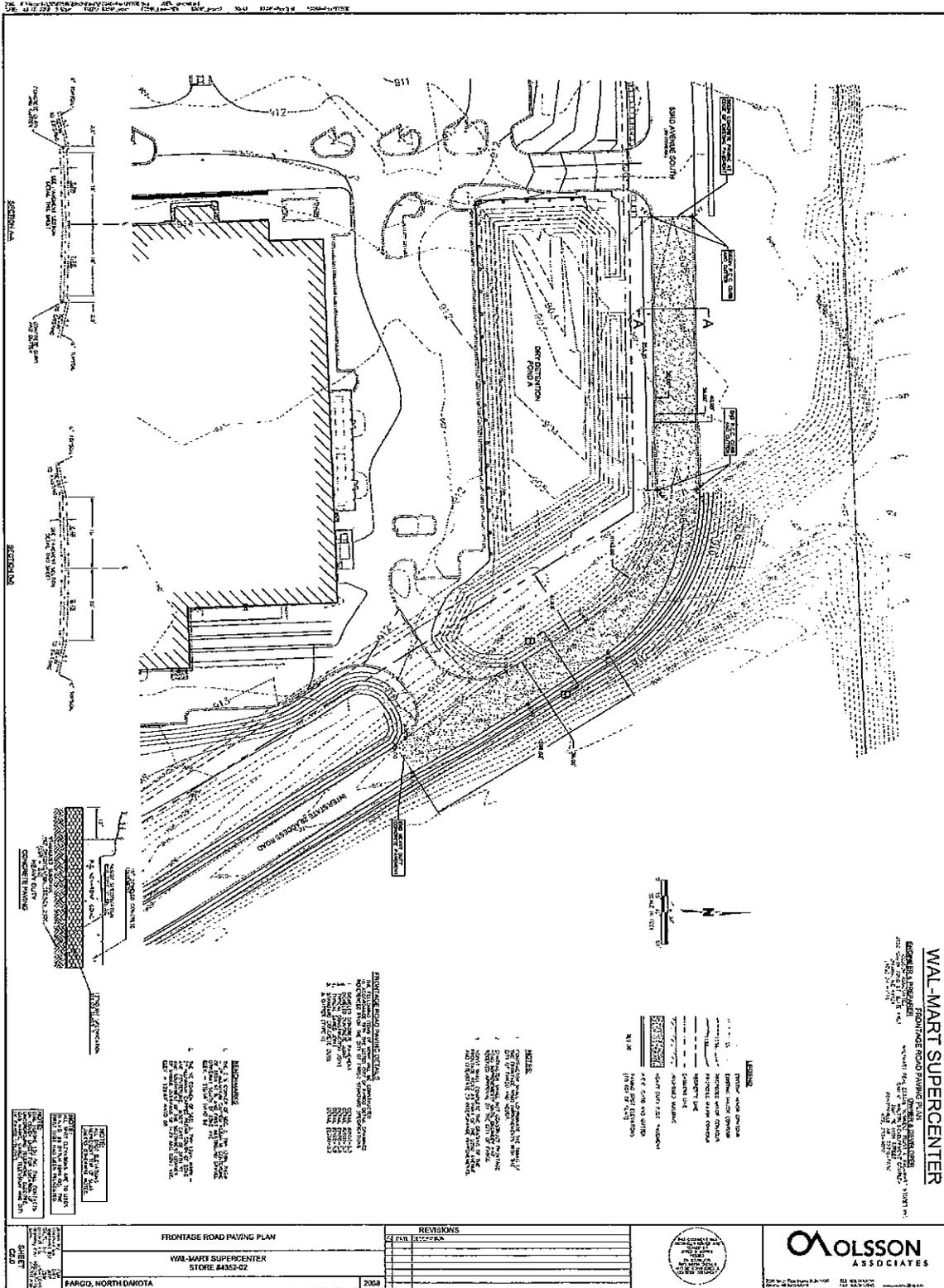
By 
Shannon Letts
Regional Vice President of Design and Real
Estate

EXHIBIT A

ROADWAY IMPROVEMENTS



COST PARTICIPATION AND INDEMNITY AGREEMENT
(Fargo Zoo I-94 Frontage Road Relocation)

THIS AGREEMENT, made and entered into this ___ day of May, 2009, by and between **THE NORTH DAKOTA DEPARTMENT OF TRASPORTATION**, 608 East Boulevard Ave., Bismarck, North Dakota 58505 (hereinafter "NDDOT"), **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, of 200 North Third Street, Fargo, North Dakota 58102 (hereinafter "Fargo"), and the **RED RIVER ZOOLOGICAL SOCIETY**, 4220 21st Ave. SW, Fargo, North Dakota 58103 (hereinafter "Zoo").

WITNESSETH:

WHEREAS, the NDDOT has requested that Fargo eliminate the south I-94 frontage road between 42nd St. and 43rd St. South in Fargo to accommodate the widening of the Interstate I-94 during 2010; and

WHEREAS, the I-94 frontage road currently provides access to the Zoo resulting in the need to construct alternative access for the Zoo; and

WHEREAS, Zoo official have developed a plan for alternative access (hereinafter "Project") which is estimated to cost approximately One Million Sixty One Thousand and 00/100 (\$1,061,000) Dollars; and

WHEREAS, the NDDOT, Fargo and the Zoo wish to enter into a cost participation agreement to fund the construction of the alternative access; and

WHEREAS, Fargo and NDDOT have agreed to participate in the sharing of the cost to construct the alternative access for the Zoo upon the following conditions; and

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

NOW, THEREFORE, it is hereby agreed by and between the parties as follows, to-wit:

1. Zoo Responsibilities. The responsibilities of the Zoo for purposes of this agreement shall be described as follows:
 - a) The Zoo shall be responsible for all costs associated with constructing the Project including engineering design costs, bidding costs, contracting costs, permitting costs and Project payments.
 - b) The Zoo shall contract for the Project upon an open bidding process.
 - c) The Zoo shall share in the cost of the Project in amount equal to the actual cost of the Project less the combined cost share by the NDDOT and Fargo.
 - d) The Zoo shall complete the Project no later than November 15, 2009.

- e) The Zoo shall assume 100% responsibility for all maintenance activities of the Project.
 - f) The Zoo shall assume all funding and construction responsibilities for either new entry gate facilities or the relocation of existing entry gate facilities.
2. NDDOT Responsibilities. The responsibilities of the NDDOT for the purposes of this agreement shall be described as follows:
- a) The NDDOT shall deposit into the Fargo Urban Roads Project (URP) account a sum equal to no more than Four Hundred Thirty Two Thousand Five Hundred and 00/100s (\$432,500.00) Dollars as the NDDOT cost share. The URP funds may be accessed by the City beginning October 1, 2009.
 - b) The NDDOT shall remove the existing frontage road no later than November 15, 2010.
3. Fargo Responsibilities. The responsibilities of Fargo for the purposes of this agreement shall be described as follows:
- a) Fargo will pay the Zoo a sum of no more than Eight hundred sixty-five thousand and 00/100's (\$865,000.00) Dollars as Fargo's and NDDOT's cost share upon the Zoo's execution of a contract for construction of the Project and upon submission of an invoice to Fargo. Said funds shall be deposited into an account to be utilized only for Project improvements. Fargo will be reimbursed for such payment through the NDDOT payment of Four hundred thirty-two thousand five hundred and 00/100's (\$432,500.00) Dollars to the Fargo URP account and Four hundred thirty-two thousand five hundred and 00/100's (\$432,500.00) Dollars through an existing Tax Increment District.
 - b) Improvement District No. 5837 will be created as a backup funding source should the TIF collections fail to cover Project costs.
4. The Zoo agrees to waive protest of the creation of District No. 5837, and to obtain, solely at its own expense, a Contract Bond in an amount no less than the Project cost securing performance of the Project.
5. The Zoo further agrees to indemnify, hold harmless and defend Fargo and NDDOT, their 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 for any acts or omissions of the Zoo or any contractor, agent, employee,

invitee or licensee of the Zoo as a result of the Project. Notwithstanding the foregoing, the Zoo shall not be required to indemnify Fargo or NDDOT against any liability, obligations, claims, damages, penalties, causes of action, costs and expenses, including attorneys' fees, arising out of or resulting from, directly or indirectly, wholly or in part, the negligent acts or willful misconduct of Fargo or NDDOT or their agents, employees or invitees.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

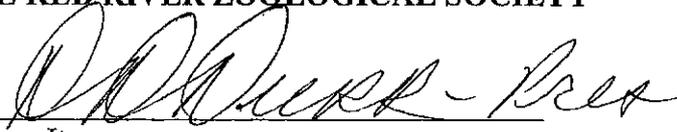
**THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation**

By _____
Dennis R. Walaker, Mayor

ATTEST:

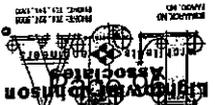
Steven Sprague, City Auditor

THE RED RIVER ZOOLOGICAL SOCIETY

By 
Its:

**THE NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION**

By _____
Its:



RED RIVER ZOO ACCESS ROAD & PARKING LOT RELOCATION DISTRICT 5837 FARGO, NORTH DAKOTA

SHEET INDEX	
C-1	TITLE SHEET
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C-4	AREA "A" & "B" EXISTING/PROPOSED GRADING LAYOUT
C-5	AREA "A" & "B" PROPOSED UTILITY LAYOUT
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RED RIVER ZOO
ACCESS ROAD & PARKING LOT RELOCATION
IMPROVEMENT DISTRICT NO. 5837

- GENERAL NOTES:**
- SEE GENERAL NOTES.
 - CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO VERIFY ALL DIMENSIONS & ELEVATIONS PRIOR TO CONSTRUCTION.
 - CHANGES TO APPROVED PLANS SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE CITY OF FARGO.
 - CHANGES TO APPROVED PLANS ON PUBLIC PROPERTY SHALL NOT BE MADE WITHOUT APPROVAL FROM THE CITY OF FARGO.
 - ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - EXCESSIVE RAISES & DEPRESSIONS SHALL BE INSTALLED PER ADA REGULATIONS.
 - CONTRACTOR SHALL PROVIDE BOND BREAKER BETWEEN NEW SIDEWALK, NEW CONCRETE PAVEMENT & BUILDING, & AT ALL CONSTRUCTION JOINTS.
 - CONCRETE SIDEWALK & CONCRETE PAVEMENT SHALL BE SAW CUT AT APPROXIMATE 10' INTERVALS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN TAKEOFF QUANTITIES.
 - CONTRACTOR SHALL COORDINATE STUOP CONSTRUCTION WITH SURFACE CURBING.
 - CONTRACTOR SHALL PROVIDE A 2" (TWO FOOT) TAPER IN CURB WHERE CURBING TERMINATES.
 - CONTRACTOR HAS THE OPTION TO INSTALL CURB & GUTTER WHERE THICKENED EDGE CURBING IS NOT REQUIRED.
 - CONTRACTOR SHALL PROVIDE BOND BREAKER BETWEEN SIDEWALK AND CURB & GUTTER.
 - ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
 - ALL RISES ARE 5' UNLESS OTHERWISE NOTED.
 - DIMENSIONS FOR BUILDING TO FACE OF CURB ARE TO FACE OF BUILDING.
 - SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
 - MANUAL SIGN DESIGN SHALL BE BY OWNER.
 - CONTRACTOR SHALL BORROW AND/OR SPEND ON-SITE AS REQUIRED.

EXISTING PARKING STATISTICS:	
STANDARD STALLS (8' x 10')	= 125
ADA STALLS (10' x 14')	= 18
TOTAL	= 143

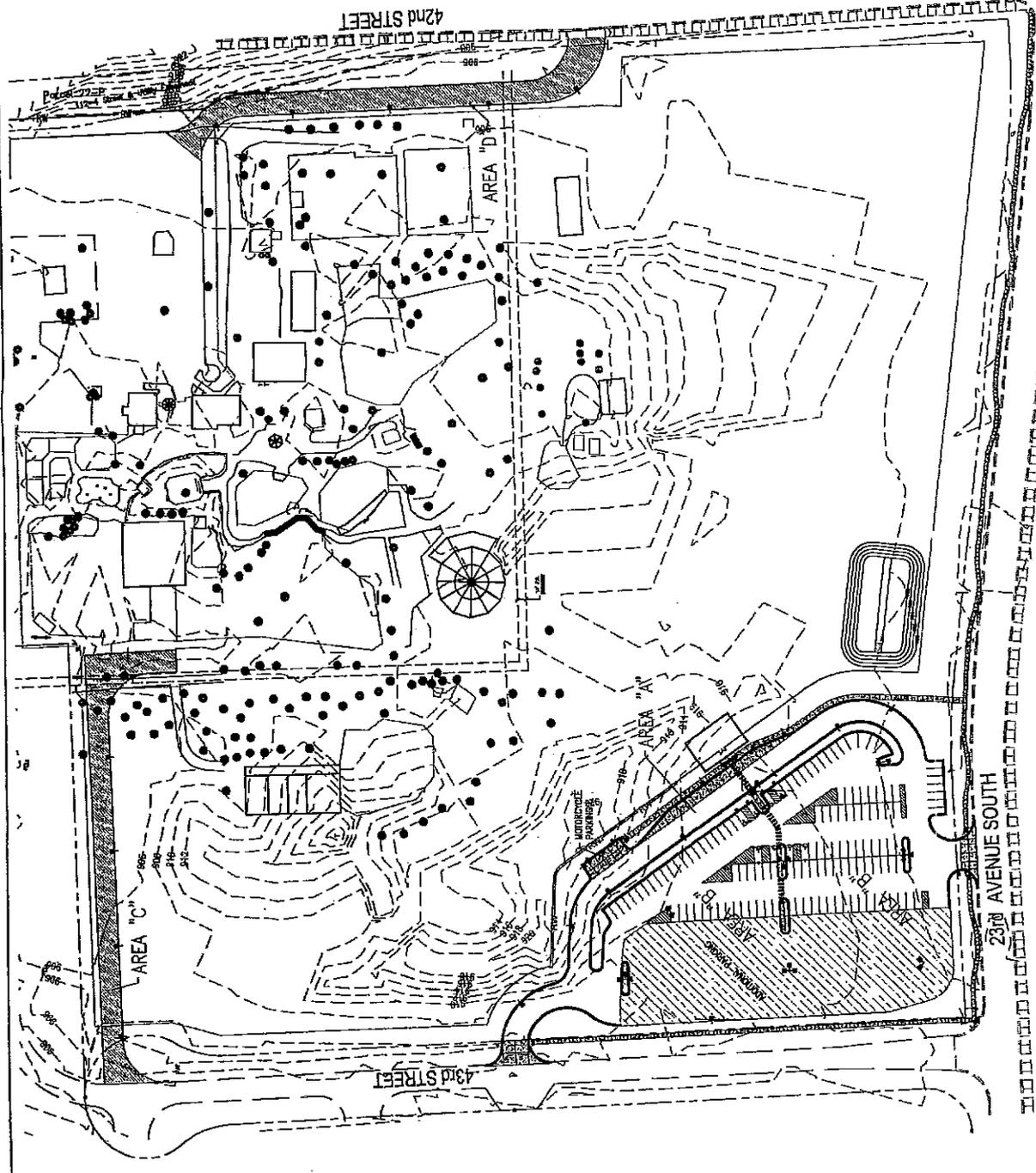
PROPOSED PARKING STATISTICS:	
STANDARD STALLS (8' x 10')	= 115
ADA STALLS (10' x 14')	= 18
TOTAL	= 133

ADDITIONAL STALLS (8' x 19')	
TOTAL	= 239

BUS PARKING	
BUS PARKING (10' x 40')	= 7
MOTORCYCLE PARKING (4.5' x 15')	= 12

BENCHMARK:
TOP OF PROPERTY PIN LOCATED AT THE NORTHWEST CORNER OF INTERSECTION OF 23RD AVENUE AND 43RD STREET.
ELEVATION = 806.68 (CITY OF FARGO DATUM).

CALL BEFORE YOU DIG
NORTH DAKOTA
UTILITY UNDERGROUND LOCATION SERVICE
1-800-795-0555



C-1
ACCESS RELOCATION
IMPROVEMENT DISTRICT 5837

TITLE SHEET



North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

May 8, 2009

Mark Bittner
City Engineer
200 N 3rd St
Fargo ND 58102

PROJECT NO. STM-SU-8-010(034)938, STM-SU-8-984(116)119, STM-SU-8-984(118)121 &
STM-SU-8-984(119)122
COST PARTICIPATION, CONSTRUCTION, & MAINTENANCE AGREEMENTS

Enclosed, for signature, are the Cost Participation, Construction, and Maintenance (CPM) Agreements for the above referenced projects. Please have the NDDOT original and city copy of these CPM Agreements signed and return to me at the NDDOT for further processing. Upon our execution of the agreements, a copy will be mailed back to you for your files. These agreements must be fully executed prior to bidding the project.

If the City hires a Prime Consultant for the Construction Engineering (CE) for this project and if the CE is paid for with ARRA funds, then the Prime Consultant shall comply with the ARRA reporting requirements. ARRA funded projects are designated with a project number beginning with 'STM'. NDDOT, pursuant to Section 1201 and 1512 of ARRA, will be reporting monthly employment information to the Federal Highway Administration (FHWA). The Prime Consultant shall submit a Monthly Employment Report to the NDDOT.

The Consultant responsible for the CE shall submit monthly employment reports to NDDOT in one complete submittal for all Prime Consultant employees and Sub-Consultant employees working on the ARRA funded project. Monthly employment reports are due within 10 calendar days after the end of every month. Failure to submit the monthly employment report by the 10th calendar day will result in a contract deduction of \$500 per calendar day until the report is submitted to the NDDOT. The City's engineer for the local project will review and report any discrepancies on the Prime Contractor's monthly employment report to the NDDOT at (ARRAreports@nd.gov).

If you have any questions, you may contact me at 701-328-2217 or Stacey Hanson at 701-328-4469.

For PAUL M. BENNING, P.E., INTERIM LOCAL GOVERNMENT ENGINEER
sas
Enclosure

Possible Forno Locations for Stimulus Package Projects																	
Project	Location	Requirement Type	Type	Cost Estimate	Cost w/ fees	Special Assess	Funding	State Tax	VW Rep	Sewer Repair	Federal	Matching	Plans	BD	RDY	Env	
5641	Main Avenue - 2nd Street to 35th Street	RHS	2' Add and Overlay	\$100,000.00	\$50,000.00		\$150,000.00	\$150,000.00			\$495,000.00	\$392,500.00	07/10	05/09	No	Env Checklist Required	
5642	141 AV N - Univ Drive to 25th St	URP	Street Reconstruction	\$4,000,000.00	\$4,515,000.00	\$1,280,000.00	\$132,000.00	\$1,000,000.00	\$350,000.00	\$255,000.00	\$3,235,000.00	\$3,730,000.00	4/10/08	6/18/08	Yes	FCR Complete	
5701	38th Street Bridge over Drain Z7	URP	Bridge Replacement	\$272,000.00	\$800,000.00	\$198,000.00	\$1,000,000.00	\$200,000.00		\$1,000,000.00	\$1,000,000.00	\$4,750,000.00	4/10/08	6/18/08	No	FCR Required	
5843	28th Street - 28th Avenue S to Rose Circle	URP	2' Add and Overlay	\$80,000.00	\$1,200,000.00	\$582,500.00	\$725,000.00	\$582,500.00			\$392,500.00	\$5,032,500.00			No	Env Checklist Required	
5844	28th Street to 37th Ave S	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5845	14th Street to 15th Street	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5846	14th Street to 15th Street	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5847	14th Street to 15th Street	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5848	14th Street to 15th Street	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5849	14th Street to 15th Street	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5850	14th Street to 15th Street	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5851	14th Street to 15th Street	URP	Capital Overlay	\$150,000.00	\$180,000.00	\$0.00	\$79,000.00	\$390,000.00			\$390,000.00	\$5,472,500.00			No	Env Checklist Required	
5852	NP Av at Red River	URP	Bridge Repair	\$300,000.00	\$300,000.00	\$0.00	\$1,255.00	\$1,255.00			\$498,745.00	\$5,171,245.00			No	Env Checklist Required	
SUBTOTALS				\$3,360,000.00	\$10,576,000.00	\$1,800,500.00	\$1,704,255.00	\$355,000.00	\$6,171,245.00	\$317,000.00	\$317,000.00	\$4,110.00	6/18/08	6/18/08	No	FCR hearing completion	
TOTALS				\$8,740,000.00	\$10,987,200.00	\$1,800,500.00	\$1,162,455.00	\$255,000.00	\$8,488,745.00	\$5,488,745.00	\$5,488,745.00	\$5,488,745.00	\$5,488,745.00	4/10/08	6/18/08	No	FCR hearing completion

**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.: Bob Walton

Telephone: 701-239-8903

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:

Project No. STM-SU-8-010(034)938 City of Fargo

Location: Main Avenue from 25th Street to 2nd Street

Type of Improvement: Milling, Hot Bituminous Pavement, Marking and Incidentals

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 100 percent of the total eligible project cost up to a maximum of \$495,000.00. The balance of the project cost is the obligation of the City.

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.
6. To comply with the requirements of Title XV, Subtitle A, section 1511 of the American Recovery and Reinvestment Act (Pub. L. 11 1-5 (Feb. 17, 2009)), hereinafter ARRA. The City will certify that the infrastructure investments for this project, funded with ARRA funds appropriated by ARRA under the heading "Highway Infrastructure Investment" to the Federal Highway Administration,

have received the full review and vetting required by law and the City accepts responsibility that such investments are appropriate uses of taxpayer dollars. The City further certifies that the specific information required by Section 1511 concerning the project investment, will be submitted to the NDDOT.

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. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. 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.
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.
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

City of Fargo
200 N 3rd St
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 _____, North Dakota, the date last below signed.

APPROVED:

Erik Johnson
CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo

*

Dennis R. Walaker
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

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

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.

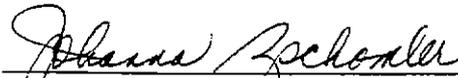
THIS CERTIFICATE IS ISSUED TO:

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

**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.: Bob Walton

Telephone: 701-239-8903

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:

**Project No. STM-SU-8-984(118)121 City of Fargo
Location: Old Highway 81 from Dakota Drive to County Road 20
Type of Improvement: Hot Bituminous Pavement, Concrete Pavement Repair,
Marking and Incidentals**

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 100 percent of the total eligible project cost up to a maximum of \$380,000.00. The balance of the project cost is the obligation of the City.

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.
6. To comply with the requirements of Title XV, Subtitle A, section 1511 of the American Recovery and Reinvestment Act (Pub. L. 11 1-5 (Feb. 17, 2009)), hereinafter ARRA. The City will certify that the infrastructure investments for this project, funded with ARRA funds appropriated by ARRA under the heading "Highway Infrastructure Investment" to the Federal Highway Administration, have received the full review and vetting required by law and the City accepts responsibility that

such investments are appropriate uses of taxpayer dollars. The City further certifies that the specific information required by Section 1511 concerning the project investment, will be submitted to the NDDOT.

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.
 - f. Execute the contract.
 - g. 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. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. 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.
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.
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

City of Fargo
200 N 3rd St
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 _____, North Dakota, the date last below signed.

APPROVED:

Erik Johnson
CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo
*

Dennis R. Walaker
NAME (TYPE OR PRINT)

SIGNATURE

*
Mayor
TITLE

DATE

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance:

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 19256 (Div. 38)
L.D. Approved 4-12-93; 4-09

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.

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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.

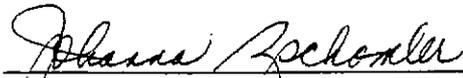
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To Whom it May Concern

ON THIS DATE OF:

April 16, 1998

BY:



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

**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.: Bob Walton

Telephone: 701-239-8903

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For NDDOT use only.

FHWA Authorization date:

**Project No. STM-SU-8-984(119)122 City of Fargo
Location: Fargo – Various Locations City Wide
Type of Improvement: Pavement Marking**

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 100 percent of the total eligible project cost up to a maximum of \$400,000.00. The balance of the project cost is the obligation of the City.

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.

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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:
 - c. Withholding of payments to the City under the agreement until the City causes compliance, or
 - d. Cancellation, termination, or suspension of the agreement, in whole or in part.
6. To comply with the requirements of Title XV, Subtitle A, section 1511 of the American Recovery and Reinvestment Act (Pub. L. 11 1-5 (Feb. 17, 2009)), hereinafter ARRA. The City will certify that the infrastructure investments for this project, funded with ARRA funds appropriated by ARRA under the heading "Highway Infrastructure Investment" to the Federal Highway Administration, have received the full review and vetting required by law and the City accepts responsibility that such investments are appropriate uses of taxpayer dollars. The City further certifies that the

specific information required by Section 1511 concerning the project investment, will be submitted to the NDDOT.

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.
 - d. Execute the contract.
 - e. 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. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. 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.
- 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.
- 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

City of Fargo
200 N 3rd St
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 _____, North Dakota, the date last below signed.

APPROVED:

Erik Johnson
CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo
*

Dennis R. Walaker
NAME (TYPE OR PRINT)

SIGNATURE

*
Mayor
TITLE

DATE

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance:

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 19256 (Div. 38)
L.D. Approved 4-12-93; 4-09

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

**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.: Bob Walton

Telephone: 701-239-8903

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:

Project No. STM-SU-8-984(116)119 City of Fargo

Location: 25th Street South from 32nd Avenue South to Rose Coulee

Type of Improvement: Milling, Hot Bituminous Pavement, Marking, and Incidentals

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 100 percent of the total eligible project cost up to a maximum of \$362,500.00. The balance of the project cost is the obligation of the City.

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.
6. To comply with the requirements of Title XV, Subtitle A, section 1511 of the American Recovery and Reinvestment Act (Pub. L. 11 1-5 (Feb. 17, 2009)), hereinafter ARRA. The City will certify that the infrastructure investments for this project, funded with ARRA funds appropriated by ARRA under the heading "Highway Infrastructure Investment" to the Federal Highway Administration, have received the full review and vetting required by law and the City accepts responsibility that

such investments are appropriate uses of taxpayer dollars. The City further certifies that the specific information required by Section 1511 concerning the project investment, will be submitted to the NDDOT.

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. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. 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.
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.
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.

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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.
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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

City of Fargo
200 N 3rd St
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 _____, North Dakota, the date last below signed.

APPROVED:

Erik Johnson
CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo
*

Dennis R. Walaker
NAME (TYPE OR PRINT)

SIGNATURE

*
Mayor
TITLE

DATE

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)

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

Risk Management Appendix

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

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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**.
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- 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.

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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.

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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.

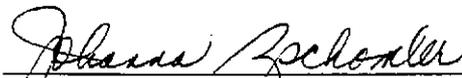
THIS CERTIFICATE IS ISSUED TO:

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

Risk Management Appendix

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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.

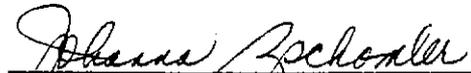
THIS CERTIFICATE IS ISSUED TO:

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

4

REPORT OF ACTION

UTILITY COMMITTEE

Project No. 5726 Type: New Anderson Interceptor Lift Station, Lift Station 25 Rehabilitation, and Force Main – Change Order #1

Location: 43rd Street and 30th Avenue South

Date of Hearing: 5/06/09

Routing	Date
City Commission	5/18/09
Project File	

Brenda Derrig, Senior Engineer, presented the attached memo and change order documentation related to infrastructure project No. 5726. The original project specifications required the City to purchase Builder’s Risk Insurance for the project. Change Order No. 1 in the amount of \$19,069 is for the contractor to purchase the Builder’s Risk Insurance in lieu of the City.

On a motion by Pat Zavoral, seconded by Mark Bittner, the Utility Committee voted to approve Change Order No. 1 (Project 5726) for John T. Jones Construction Co. in the amount of \$19,069 for obtaining Builder’s Risk Insurance.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor				
Mike Williams, City Commissioner	X			
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.	X			
Bruce Grubb, Enterprise Director	X			
Scott Liudahl, City Forester				
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

April 29, 2009

To: Utility Committee

From: Brenda E. Derrig, Senior Engineer *Brenda E. Derrig*

Re: Change Orders for Project #5726 –John T. Jones Construction Co.

John T. Jones was awarded the contract for Project #5726 Sanitary Sewer Collection System Improvements in the amount of \$10,025,000.00. This included upgrading lift station 25, installing sanitary sewer force main, and the construction of the Anderson Lift Station.

Change Order #1 is for the addition of Builder's Risk Insurance by the contractor. The American Council of Engineering Companies standard specifications stated that the Owner (City of Fargo) would provide the Builder's Risk insurance unless specified in the special instructions to bidders. This was not changed in the special instructions to bidders and thus bid with the intention that the City would provide this insurance. The City does not want to place itself in a position to purchase this for the contractor.

The total amount of change order is \$19,069.00.

I recommend that the Utility Committee approve Change Orders 1 for John T. Jones Construction Co. in the amount of \$19,069.00.

Change Order No. 1

Date of Issuance: March 30th, 2009 Effective Date: March 30th, 2009

Project: Sanitary Collection System Imp.	Owner: City of Fargo, ND	Owner's Contract No.: 5726
Contract: Sanitary Collection System Improvements - #5726		Date of Contract: January 26 th , 2009
Contractor: John T. Jones Construction Company		Engineer's Project No.: 107.0947

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Contractor to provide Builder's Risk Insurance with Owner and Engineer listed as additional insureds.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: Working days Calendar days

\$10,025,000.00

Substantial completion (date): April 15, 2010

Ready for final payment (date): July 15, 2010

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0

\$0.00

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$10,025,000.00

Substantial completion (date): April 15, 2010

Ready for final payment (date): July 15, 2010

Increase of this Change Order:

[Increase] [Decrease] of this Change Order:

\$19,069.00

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$10,044,069.00

Substantial completion (date): April 15, 2010

Ready for final payment (date): July 15, 2010

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: [Signature]
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 04/01/09

Date: _____

Date: 4-1-09

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order No. 1

Date of Issuance: March 30th, 2009 Effective Date: March 30th, 2009

Project: Sanitary Collection System Imp.	Owner: City of Fargo, ND	Owner's Contract No.: 5726
Contract: Sanitary Collection System Improvements - #5726		Date of Contract: January 26 th , 2009
Contractor: John T. Jones Construction Company		Engineer's Project No.: 107.0947

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Contractor to provide Builder's Risk Insurance with Owner and Engineer listed as additional Insureds.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$10,025,000.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 \$0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 Substantial completion (days): <u>NA</u> Ready for final payment (days): <u>NA</u>
Contract Price prior to this Change Order: \$10,025,000.00	Contract Times prior to this Change Order: Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>
<u>Increase</u> of this Change Order: \$19,069.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>NA</u> Ready for final payment (days or date): <u>NA</u>
Contract Price incorporating this Change Order: \$10,044,069.00	Contract Times with all approved Change Orders: Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 04/01/09

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 4-1-09

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order No. 1

Date of Issuance: March 30th, 2009 Effective Date: March 30th, 2009

Project: Sanitary Collection System Imp.	Owner: City of Fargo, ND	Owner's Contract No.: 5726
Contract: Sanitary Collection System Improvements - #5726		Date of Contract: January 26 th , 2009
Contractor: John T. Jones Construction Company		Engineer's Project No.: 107.0947

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Contractor to provide Builder's Risk Insurance with Owner and Engineer listed as additional insureds.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$10,025,000.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0

\$0.00

Contract Price prior to this Change Order:

\$10,025,000.00

Increase of this Change Order:

\$19,069.00

Contract Price incorporating this Change Order:

\$10,044,069.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (date): April 15, 2010

Ready for final payment (date): July 15, 2010

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (date): April 15, 2010

Ready for final payment (date): July 15, 2010

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NA

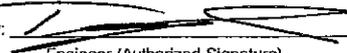
Ready for final payment (days or date): NA

Contract Times with all approved Change Orders:

Substantial completion (date): April 15, 2010

Ready for final payment (date): July 15, 2010

RECOMMENDED:

By: 
Engineer (Authorized Signature)

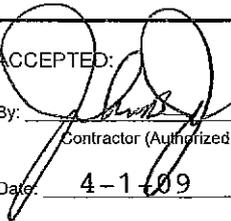
Date: 04/01/09

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 4-1-09

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order No. 1

Date of Issuance: March 30th, 2009 Effective Date: March 30th, 2009

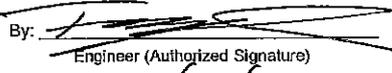
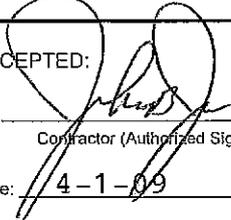
Project: Sanitary Collection System Imp.	Owner: City of Fargo, ND	Owner's Contract No.: 5726
Contract: Sanitary Collection System Improvements - #5726		Date of Contract: January 26 th , 2009
Contractor: John T. Jones Construction Company		Engineer's Project No.: 107.0947

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Contractor to provide Builder's Risk insurance with Owner and Engineer listed as additional insureds.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$10,025,000.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 \$0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 Substantial completion (days): <u>NA</u> Ready for final payment (days): <u>NA</u>
Contract Price prior to this Change Order: \$10,025,000.00	Contract Times prior to this Change Order: Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>
<u>Increase</u> of this Change Order: \$19,069.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>NA</u> Ready for final payment (days or date): <u>NA</u>
Contract Price incorporating this Change Order: \$10,044,069.00	Contract Times with all approved Change Orders: Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>

RECOMMENDED: By:  _____ Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED:  By: _____ Contractor (Authorized Signature)
Date: <u>04/01/09</u>	Date: _____	Date: <u>4-1-09</u>
Approved by Funding Agency (if applicable): _____	Date: _____	

April 29, 2009

Item 6

To: Utility Committee
From: Brenda E. Derrig, Senior Engineer *Brenda E. Derrig*
Re: Change Orders for Project #5726 –John T. Jones Construction Co.

John T. Jones was awarded the contract for Project #5726 Sanitary Sewer Collection System Improvements in the amount of \$10,025,000.00. This included upgrading lift station 25, installing sanitary sewer force main, and the construction of the Anderson Lift Station.

Change Order #1 is for the addition of Builder's Risk Insurance by the contractor. The American Council of Engineering Companies standard specifications stated that the Owner (City of Fargo) would provide the Builder's Risk insurance unless specified in the special instructions to bidders. This was not changed in the special instructions to bidders and thus bid with the intention that the City would provide this insurance. The City does not want to place itself in a position to purchase this for the contractor.

The total amount of change order is \$19,069.00.

I recommend that the Utility Committee approve Change Orders 1 for John T. Jones Construction Co. in the amount of \$19,069.00.

Change Order No. 1

Date of Issuance: March 30th, 2009 Effective Date: March 30th, 2009

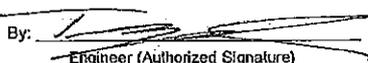
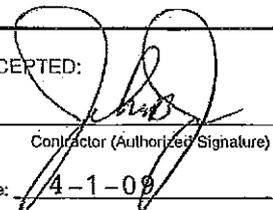
Project: Sanitary Collection System Imp.	Owner: City of Fargo, ND	Owner's Contract No.: 5726
Contract: Sanitary Collection System Improvements - #5726		Date of Contract: January 26 th , 2009
Contractor: John T. Jones Construction Company		Engineer's Project No.: 107.0947

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Contractor to provide Builder's Risk Insurance with Owner and Engineer listed as additional insureds.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$10,025,000.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 \$0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 Substantial completion (days): <u>NA</u> Ready for final payment (days): <u>NA</u>
Contract Price prior to this Change Order: \$10,025,000.00	Contract Times prior to this Change Order: Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>
<u>Increase</u> of this Change Order: \$19,069.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>NA</u> Ready for final payment (days or date): <u>NA</u>
Contract Price incorporating this Change Order: \$10,044,069.00	Contract Times with all approved Change Orders: Substantial completion (date): <u>April 15, 2010</u> Ready for final payment (date): <u>July 15, 2010</u>

RECOMMENDED: By:  Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By:  Contractor (Authorized Signature)
Date: <u>04/01/09</u>	Date: _____	Date: <u>4-1-09</u>
Approved by Funding Agency (if applicable): _____		Date: _____

11

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. 5784

Call For Bids May 18, 2009

Bid Opening Date June 24, 2009

Completion Date November 2, 2009

X PWPEC Report (Attach Copy) **Part of 2009 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Ray Giesinger

Phone No. 241-1551

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
 WATER MAIN REPLACEMENT, STREET
 RECONSTRUCTION & INCIDENTALS
 IMPROVEMENT DISTRICT NO. 5784

Nature & Scope

This project is for the replacement of water main on 7th Street North from 12th to 13th Avenue North and 13th Avenue North from Broadway to 10th Street North.

This project was approved by the Fargo City Commission under the 2008 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 approximately 82 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 7th Street North from 12th to 13th Avenue North and 13th Avenue North from Broadway to 10th Street North.

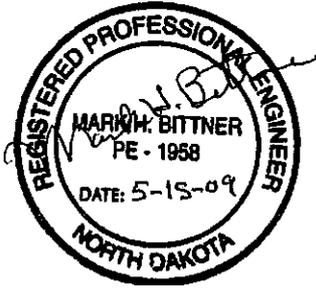
Feasibility

The estimated cost of construction is approximately \$704,000.00. The cost breakout is as follows:

<i>Water Main Replacement/Sewer Repair/Storm Sewer:</i>	\$ 200,000.00
Plus 25% Engineering & Administration Fees:	<u>50,000.00</u>
Total Estimated Water Main Replacement:	\$ 250,000.00
\$51,100.00/Total Amount to be Assessed for Water Main	
\$189,400.00/Total Amount from Water Main Funds	
\$9,500.00/Total Amount from Sewer Utility Funds	
 <i>Street Reconstruction/Street Lights/Signing/Striping:</i>	 \$ 504,000.00
Plus 25% Engineering & Administration Fees:	<u>126,000.00</u>
Total Estimated Street Rehabilitation:	\$630,000.00
\$157,526.00/Total Amount to be Assessed for Street Rehabilitation	
\$472,474.00/Total Amount from Street Rehab Funds	
 <i>Grand Total:</i>	
Special Assessments	\$ 208,626.00
Water Main Replacement	189,400.00
Sewer Utility	9,500.00
Street Rehabilitation	<u>472,474</u>
	\$ 880,000.00

The cost to the property owners of residential lots will be limited to \$35/foot for water main replacement and \$60/foot for paving rehabilitation. Total front footage for the water main replacement is estimated at 1460.00 feet.

We believe this project to be cost effective.



Mark Bittner

Mark Bittner
City Engineer

May, 2008

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT,
STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5784

LOCATION:

On 7th Street North from 12th Avenue to 13th Avenue North.
On 13th Avenue North from Broadway to 10th Street North.

COMPRISING:

Block 1-4.
Block 21-24.
All in Ohmers Addition.

Lots 2-3.
All in Cityscapes 1st Addition.

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

X 2

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:

Concrete Curb & Gutter, Asphalt Pavement, Street Lights, Sidewalks & Incidentals

Improvement District No. 5844

Call For Bids May 18, 2009

Bid Opening Date June 24, 2009

Completion Date October 5, 2009

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

Project Engineer Mark M. Miller

Phone No. 476-6628

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5843

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

Location: 49th St S/30th – 32nd Ave S

Date of Hearing: 6/10/08

Routing	Date
City Commission	9/8/08
PWPEC File	X
Project File	Brenda Derrig, Dave Helland
Petitioners	Todd Berning
David W. Johnson	X

The Committee reviewed the accompanying request from Todd Berning for municipal improvements along 49th Street South in Urban Plains.

On a motion by Pat Zavoral, seconded by Al Weigel, the Committee voted to recommend approval of the requested improvements with special assessment deferrals according to the approved agreement with Urban Plains.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessment

	Yes	No
Developer meets City policy for payment of delinquent specials	X	
Agreement for payment of specials required of developer	X	
30% escrow deposit required	X	

COMMITTEE

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

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

ENGINEER'S REPORT

CONCRETE CURB & GUTTER,
ASPHALT PAVEMENT, STREET LIGHTS,
SIDEWALKS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5844

Nature & Scope

This project is for the construction of asphalt pavement, sidewalk, and street lights. This will connect 30th and 32nd Avenue South within Urban Plains.

Purpose

This project will complete the development of 49th Street South, as requested by the property owner.

Feasibility

The entire costs of the project will be assessed as follows:

Estimated Construction Cost:	\$ 205,000
Plus 32% Engineering & Administration Fees:	<u>65,600</u>
Total Estimated Assessed Cost:	\$ 270,600

We believe this project to be cost effective.



Mark H. Bittner
Mark Bittner
City Engineer

May 2009

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

CONCRETE CURB & GUTTER,
ASPHALT PAVEMENT, STREET LIGHTS, SIDEWALKS,
AND INCIDENTALS

IMPROVEMENT DISTRICT NO. 5844

LOCATION:

49TH Street South between 30th Avenue South and 32nd Avenue South.

COMPRISING:

Lots 1 through 6, inclusive, Block 1.
All platted in Urban Plains Rec facility Addition.

Lots 4 through 7, inclusive, Block 8.
All platted in Urban Plains by Brandt 1st Addition.

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

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COVER SHEET
CITY OF FARGO PROJECTS

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

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

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. 5862

Call For Bids May 18, 2009

Bid Opening Date June 24, 2009

Completion Date November 9, 2009

- X PWPEC Report (Attach Copy) **Part of 2009 CIP**
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Bernie Larson

Phone No. 241-1555

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

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

ENGINEER'S REPORT

WATER MAIN REPLACEMENT, STREET
RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5862

Nature & Scope

This project is for the replacement of water mains and street reconstruction on:
 7th Street South from 17th to 18th Avenue.
 8th Street South from 13th to 18th Avenue.
 17th Avenue South from 7th to 8th Street

Street reconstruction only on:
 On 14th Avenue South from 7th to 8th Street.
 On 15th Avenue South from 7th to 9th Street.
 On 16th Avenue South from 7th to 8th Street.

This project was approved by the Fargo City Commission under the 2009 Capital Improvements Program (CIP) which includes water main replacements and street reconstruction.

Purpose

The existing water mains are cast iron, which were installed 54 - 92 years ago, and have a record of various breaks.

The existing roadway section to be replaced was constructed up to 80 years ago. It has deteriorated beyond its life expectancy.

This project does provide for the replacement of some sanitary sewer mains that have deteriorated and the replacement of individual sewer services when requested by the property owners.

Feasibility

The estimated cost of construction is approximately \$2,014,445. The cost breakdown is as follows:

Water Main Replacement	\$ 469,073
Plus 25% Engineering & Administration fees	\$ 117,268
Total Estimated Water Main Replacement	\$ 586,341
Special Assessments 7,631 FF @ \$35 =	\$ 267,074
Water Main Funds	\$ 319,267

Sanitary Sewer Replacement		\$ 182,400
Plus 25% Engineering & Administration fees		<u>\$ 45,600</u>
		\$ 228,000
Special Assessments		
Main Replacement 712 FF @ \$35 = \$24,920		\$ 24,920
Service Replacement 60 Ea @ \$2,000 = \$120,000		<u>\$ 120,000</u>
Sanitary Sewer Funds		\$ 83,080
Street Reconstruction		\$1,362,972
Plus 25% Engineering & Administration fees		<u>\$ 340,743</u>
Total Estimated Street Reconstruction		\$1,703,715
Special Assessments 7681 FF @ \$60 - Residential		\$ 460,841
280 FF @ \$150 - Commercial		<u>\$ 42,000</u>
Street Rehabilitation Funds		\$ 1,200,874
Total Estimated Cost		\$2,518,056
Special Assessments	36.33%	\$ 914,835
Water Main Funds	12.68%	\$ 319,267
Sanitary Sewer Funds	3.30%	\$ 83,080
Street Sales Tax	<u>47.69%</u>	<u>\$1,200,874</u>
	100%	\$2,518,056

The cost to the property owners will be limited to \$35/foot for water main replacement, \$35/foot for sanitary sewer repair and \$60/foot for pavement reconstruction (residential), \$150/foot (commercial).

We believe this project to be cost effective.



Mark H. Bittner
 Mark H. Bittner
 City Engineer

May 2009

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT,
STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5862

LOCATION:

On 7th Street South from 17th to 18th Avenue South.
On 8th Street South from 13th to 18th Avenue South.
On 14th Avenue South from 7th to 8th Street South.
On 15th Avenue South from 7th to 9th Street South.
On 16th Avenue South from 7th to 8th Street South.
On 17th Avenue South from 7th to 8th Street South.

COMPRISING:

Lots 13 through 23, inclusive, Block 2.
Lots 1 through 22, inclusive, Block 3.
Lots 1 through 11, inclusive, Block 4.
All in Fargo Investment Addition.

Lots 1 through 5 and 14 through 26, inclusive, Block 3.
Lots 1 through 13, inclusive, Block 4.
Lots 1 through 15, inclusive, Block 11.
Lots 14 through 26, inclusive, Block 12.
Lots 14 through 26, inclusive, Block 17.
Lots 1 through 13, inclusive, Block 18.
All in Huntingtons Addition.

Lots 1 through 8, inclusive, Block 4.
Lots 9 through 16, inclusive, Block 5.
All in Lewis Addition.

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