

FARGO CITY COMMISSION AGENDA
Monday, April 19, 2010 - 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 5, 2010).

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

- a. 2nd reading, waive reading and final adoption an Ordinance Relating to the Department of Forestry – Trees, Parks and Boulevards; 1st reading 4/5/10.
- b. 1st reading of the following Ordinances:
 - (1) Relating to Dogs and Cats (Repealing Section 12-0111).
 - (2) Relating to Driving Without Liability Insurance.
- c. Receive and file an Ordinance Relating to Public Ways and Places (prohibiting the sale of items on public property including driveway approaches).
- d. Out-of-Grade Pay for Blake Hanten from 4/4/10 to 10/17/10.
- e. Resolutions authorizing call and redemption of Series 1998C and 2003C Refunding Improvement bonds and necessary budget amendments.
- f. Fire Department budget adjustments in the amount of \$1,549.80 for MF Haz Mat training.
- g. Police Department budget adjustment and North Dakota Department of Transportation Safety Belt Education and Enforcement Grant in the amount of \$5,000.00 (CFDA #20.600).
- h. Agreement with the North Dakota Department of Health for Ryan White Part B/Case Program Management for People Living with HIV/AIDS (CFDA #93.917).
- i. Applications for property tax exemptions for improvements made to buildings:
 - (1) Deborah Gilmore, 425 12th Avenue South.
 - (2) Cory and Laura Bowden, 813 9th Avenue North.
 - (3) Shaun Kohanowski, 71 6th Avenue North.
- j. Site Authorizations for Games of Chance:
 - (1) VFW Club of Fargo at the VFW Club Post 762.
 - (2) Red River Human Services Foundation at the Northern and the Hub.
 - (3) Plains Art Museum at the Bowler, Big Top Bingo and Cactus Jack's Saloon.
- k. Applications for Games of Chance:
 - (1) Fargo Babe Ruth League, Inc. for a calendar raffle from 5/9/10 to 6/30/10 (amended).
 - (2) Cathedral of St. Mary for a raffle on 5/16/10 (amended).

- (3) YWCA Cass Clay for a raffle on 6/3/10.
- (4) Fargo Moorhead Cosmopolitan Club for a sports pool from 6/1/10 to 12/31/10.
- (5) Fargo Moorhead Cosmopolitan Club for a raffle from 8/1/10 to 6/30/11.
- (6) Kristi Jorgenson Benefit for a raffle on 5/22/10; Public Spirited Resolution.
- (7) El Zagal Shrine Provost for a sports pool from 9/1/10 through 1/31/11.
- (8) USA Wrestling of North Dakota for a raffle on 7/7/10; Public Spirited Resolution.
- (9) USA Wrestling of North Dakota for a raffle on 7/8/10.
- (10) USA Wrestling of North Dakota for a raffle on 7/9/10.
- (11) Lincoln Elementary for bingo and a raffle on 5/12/10.
- (12) Friends of Brad Dehne for a raffle on 8/11/10; Public Spirited Resolution.

- l. Award of contracted tree and stump removals to Cougar Tree Care, Inc. with option to extend through 2012.
- m. Award of contracted landscape maintenance to All-Terrain Grounds Maintenance in the amount of \$4,070.
- n. Mosquito Control Agreement with Cass County for 2010.
- o. Service Agreement with Friendship, Inc. for 2010 flood lot mowing.
- p. Acceptance of quote from Industrial Builders, Inc. in the amount of \$39,276.00 for 2010 Cleanup Week contracting services.
- q. Bid award for water main materials to Fargo Water Equipment.
- r. Acceptance of proposal from Pioneer Excavating & Services for Sandbag Levee Removal, Sandbag Removal, Cleanup and Incidentals (Project No. 5939).
- s. Purchase Agreements – Temporary Construction Easements in connection with Improvement District No. 5700:
 - (1) Calvary United Church.
 - (2) Calvary United Methodist Church of Fargo.
 - (3) North Dakota District of the Lutheran Church Missouri Synod.
- t. Agreement for Special Improvements with Jet Land Properties (Improvement District Nos. 5931 and 5932).
- u. Easement Agreement with Rocking Horse Farm, LLC (Improvement District No. 5706-1).
- v. NDDOT Cost Participation and Maintenance Agreement and City advance funding of \$280,000 until 2011 for Improvement District No. 5905.
- w. Engineering Services Contract with Ulteig Engineers in the amount of \$9,500.00 for parking lot work in connection with Improvement District No. 5640-05.
- x. Engineering Services Contract Amendment with TKDA in the amount of \$32,500.00 for Project No. 5683-06.
- y. Change Orders for demolition, site restoration and incidentals to include demolition of 17 structures for the following: No. 1 for an increase of \$425,000.00 for Project No. 5747-22 and No. 1 for an increase of \$670,000.00 for Project No. 5747-23.
- z. Bid advertisement for Project No. 5900.

Page 3 aa. Contracts and bonds for water tower No. 11 and Project Nos. 5921, 5927, 5936-1, 5936-2 and 5657.

bb. Bills.

cc. Contracts and bonds for Improvement District Nos. 5912 and 5913.

*** Regular Agenda ***

1. Present GFOA Certificate of Achievement of Excellence in Financial Reporting Award for the 2008 reporting year to Jenica Flanagan, Jason Galonski and Jamie Bullock.
2. Recommendation regarding claim of Barbara Geeslin in regard to the north side sewer backup.
3. Public Hearings - 5:15 p.m.:
 - a. Renaissance Zone Project for Tadd and Jamie Tobkin at 505 Broadway, #305.
4. Request from the Northern Lights Council of the Boy Scouts of America to host a Cub Scout Day Camp at Cardinal Muench Seminary on June 25 and 26 and August 6 and 7 where youth will shoot BB guns, archery and sling shots.
5. EERC presentation regarding the waffle plan.

** The Board will meet in Executive Session authorized by NDCC, Section 44-04-19.2 to discuss the following cases: Rakowski v. City of Fargo; Cheryl Plante v. City of Fargo; David and Jane Lundeen v. City of Fargo; Candice Rupprecht v. Dane Hjelden, a Fargo police officer; Howard W. Kremer v. City of Fargo; Progressive Insurance and John Soltis v. Steven Gee and City of Fargo; Ruben Lopez v. City of Fargo and Officer Skalicky; Nodak Mutual Insurance and Cordell Schott v. City of Fargo; Henderson v. Cochran and City of Fargo; Hector Special Assessment 5314 (Appeal); Hector Special Assessment 5314 (Lawsuit); City of Fargo v. Malloy; Ilina Valkova v. Mike Benton; Red River Freethinkers v. City of Fargo; Sauby v. City of Fargo; Hector v City.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310 or TDD 241-8258. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

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

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

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

Section 1. Amend.

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

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

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

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

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

Section 2. Amend.

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

ARTICLE 19-02

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

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

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

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

- 4 1. Any living or standing tree or part thereof located upon
5 public or private property infected to any degree with any
6 disease, fungus, or insect which is, in the judgment of the
7 city forester, harmful to said tree or other trees on public
8 and/or private property.
- 9 2. Any dead tree or part thereof, including logs, branches,
10 stumps, firewood or any portion of any diseased or pest
11 infested tree which has not been disposed of in accordance
12 with the regulations of the department of forestry of the city
13 of Fargo.
- 14 3. Any tree, shrub or hedge, or part thereof, growing upon
15 public property or upon private property but overhanging or
16 interfering with the use of any public walk, street or highway,
17 park or public place within the city of Fargo which, in the
18 opinion of the city forester, endangers the life, health, safety
19 or property of the public shall be declared to be a public
20 nuisance.

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

C. Inspection and investigation--

1. The city forester, his~~his~~designated employees or agents, shall
inspect all premises and places within the city as often as
practicable to determine whether any condition described in
subsection (A) hereof exists therein, it being intended that a
major survey shall be made at least once each year.
2. The city forester, his~~his~~designated employees or agents, may
enter upon private premises at any reasonable time for the
purpose of carrying out any of the duties assigned to them
under this chapter.
3. The city forester shall, when he/she has reasonable cause to
believe that a tree or wood is diseased or that harmful

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

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

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

D. Abatement of nuisance on public property--

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

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

E. Abatement of nuisance on private property--

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

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

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

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

1 F. Spraying--

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

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

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

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

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1. For abatement under subsection (A)(1), where the nuisance occurs on public land, ~~park district lands and Fargo school board lands,~~ the cost will be borne by the owner of the property upon which the nuisance is located office of the city forester.

For abatement under subsection (A)(1), where the nuisance occurs on private land, the cost shall be borne by the private owner.

2. For abatement under subsection (A)(2), the costs shall be borne as defined in subsection (1) above.

3. For abatement under subsection (A)(3), where the nuisance occurs on public or private land, ~~park district lands and Fargo school board lands,~~ the cost will be borne by the owner of the property upon which the nuisance is located office of the city forester.

4. The cost of spraying for abatement of nuisances as defined in subsections (A)(1) and (A)(2) shall be borne by the office of the city forester when such nuisances are on public property, park district lands and Fargo school board lands, and shall be borne by the private owner when spraying is required on private land.

5. The cost of tree planting for replacement of diseased trees on public property will be borne by the office of the city forester, and on private property will be borne by the owner thereof.

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

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

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

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

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

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

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

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

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

7 Section 3. Amend.

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

10 ARTICLE 19-03

11 TREES AND SHRUBBERY--MISCELLANEOUS PROVISIONS

12 Section

- 13 19-0301 Nonliability of city for removal of trees or shrubs.
- 14 19-0302 ~~Forestry personnel~~—Qualifications.
- 15 19-0303 Permission necessary to travel on lawns and boulevards.
- 16 19-0304 Violations

17 * * *

18 19-0302. ~~Forestry personnel—Qualifications.~~--All personnel involved in the care and
19 maintenance of trees in the city of Fargo, whether employed by the office of the city forester or
20 otherwise, must show a degree of proficiency consistent with the latest version of the American
21 National Standards Institute A300 Standard for tree care operations and the American National
22 Standards Institute Z133.1 Standard for safety requirements, ~~in accordance with the regulations of~~
23 ~~the office of the city forester,~~ must be in possession of all necessary and current licensing
requirements, and must receive authorization from the city forester before practicing any tree care
and maintenance related services; provided, however, that for tree care and maintenance crews,
only the job supervisor shall be required to be authorized by the city forester and said job supervisor

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

3 * * *

4 Section 4. Enact.

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

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

10 Section 5. Penalty.

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

15 Section 6. Effective Date.

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

18 _____
Dennis R. Walaker, Mayor

(SEAL)

19 Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

20 _____
Steven Sprague, City Auditor

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

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

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

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

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

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

Section 1. Repeal.

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

Section 2. Effective Date.

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

Dennis R. Walaker, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

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ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

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

Section 2. Re-enactment.

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

8-0320. Driving without liability insurance prohibited.

A. A person may not drive, or the owner may not cause or knowingly permit to be driven, a motor vehicle in this city without a valid policy of liability insurance in effect in order to respond in damages for liability arising out of the ownership, maintenance, or use of that motor vehicle in the amount required by chapter 39-16.1, N.D.C.C.

B. Upon being stopped by a law enforcement officer for the purpose of enforcing or investigating the possible violation of an ordinance or state law, the person driving

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Penalty.

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

Section 4. Effective Date.

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

7
8
9 _____
Dennis Walaker, Mayor

10 Attest:

11 _____
12 Steven Sprague, City Auditor

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



Office of the City Attorney

April 12, 2010

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

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

City Prosecutors
Scott O. Diamond
Jodi A. Bass

Re: Selling on Streets Ordinance

Dear Commissioners:

At your April 5th meeting, you directed me to draft the appropriate amending ordinance to clarify a provision in Section 18-0305 so that it is clear that the prohibition of sale of items on public property includes driveway approaches. My draft ordinance is enclosed.

SUGGESTED MOTION: I move to receive and file An Ordinance Amending Section 18-0305 of Article 18-03 of Chapter 18 of the Fargo Municipal Code Relating to Public Ways and Places; and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

A handwritten signature in black ink, appearing to be "Erik R. Johnson".

Erik R. Johnson

ERJ/jmf
Enclosure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 18-0305
OF ARTICLE 18-03 OF CHAPTER 18
OF THE FARGO MUNICIPAL CODE
RELATING TO PUBLIC WAYS AND PLACES

1
2
3 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

4
5 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

6
7 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

8
9 WHEREAS, the Board of City Commissioners deems it necessary and
appropriate to implement such authority by the adoption of this ordinance;

10 NOW, THEREFORE,

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

12 Section 1. Amendment.

13
14 Section 18-0305 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is
hereby amended to read as follows:

15
16 18-0305. Selling on streets restricted.-- Except as authorized under sections 18-0307
through 18-0317 herein, no person, persons, firm, or corporation shall sell, offer, or expose
17 for sale at any point upon any of the streets, alleys, sidewalks, crosswalks, or public
grounds, including but not limited to the berm, boulevard, return or apron abutting a private
18 driveway, within the city any goods, wares, or merchandise whatsoever contrary to the
provisions of articles 25-5 and 25-7 of chapter 25.

19
20 Section 2. Penalty.

21 A person who willfully violates this ordinance is guilty of an infraction. Every
22 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
23 said sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. 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:

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To: Board of City Commissioners

From: Jill Minette *JM*
Director of Human Resources

Re: Consent Agenda Item
PEC Recommendation

Date: April 15, 2010

d

The Position Evaluation Committee recommends approval of the request submitted by Mark Bittner, City Engineer, to grant out-of-grade pay for Blake Hanten, Engineering Technician I (B23, Step 2) to Engineering Technician III (C-41, Step 1) effective April 4, 2010 through October 17, 2010. Blake will be assigned survey crew chief (assignment typically held by an Engineering Tech III) during the construction season.

Suggested Motion:

Approve the recommendation of the PEC to grant out-of-grade pay to Blake Hanten effective April 4, 2010 to October 17, 2010.

To: Board of City Commissioners

From: Kent Costin, Director of Finance 

Re: Resolutions Authorizing Call and Redemption of Refunding Improvement Bonds Series 1998C and 2003C

Date: April 13, 2010

The City of Fargo will be selling refunding improvement bonds on May 3rd. As part of this process two bond issues have been identified for early redemption. The Finance Committee is recommending that these issues be called as detailed in the attached documents on June 1, 2010.

A copy of the resolution authorizing call and redemption and the notice of call of the remaining maturities for these two issues is attached for your review and approval.

Suggested Motion:

Approve resolutions authorizing call and redemption of Series 1998C and 2003C Refunding Improvement Bonds as recommended by the Finance Committee on June 1, 2010 and approve a budget amendments necessary to record this debt defeasance.

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING CALL AND REDEMPTION OF
THE REFUNDING IMPROVEMENT BONDS OF 1998, SERIES C,
OF THE CITY OF FARGO

BE IT RESOLVED by the governing body of the City of Fargo, Cass County, North Dakota (the "Issuer"), that all actions heretofore taken by the City Auditor and others relating to the call for redemption of the Refunding Improvement Bonds of 1998, Series C, dated December 1, 1998 having stated maturity dates of May 1, 2011 through May 1, 2016, and totaling \$1,140,000 in principal amount, plus interest is hereby authorized and approved; and the City Auditor is authorized to issue notice of call for redemption of said bonds, a form of which is to be substantially similar to that which is attached as Appendix A; that the Mayor and City Auditor are authorized and directed to make and execute all documents necessary on the part of the Issuer for the call and redemption of the said bonds.

Mayor

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____ AND _____.

The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the resolution adopted by the governing body of the City of Fargo at the meeting of the governing body held on the _____ day of _____, 2010, and that such resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this _____ day of _____, 2010.

City Auditor

(SEAL)

NOTICE OF CALL FOR REDEMPTION
REFUNDING IMPROVEMENT BONDS OF 1998, SERIES C

CITY OF FARGO
CASS COUNTY, NORTH DAKOTA

NOTICE IS HEREBY GIVEN that by order of the City Commission of the City of Fargo, Cass County, North Dakota, there have been called for redemption and prepayment on

June 1, 2010

those outstanding bonds of the City designated as Refunding Improvement Bonds of 1998, Series C, dated December 1, 1998, having stated maturity dates of May 1 in the years 2011 through 2016, both inclusive, and totaling \$1,140,000 in principal amount, as set forth below:

<u>Maturity Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
2011	\$190,000	4.40%	30747M FZ4
2012	190,000	4.50	30747MGA8
2013	190,000	4.60	30747MGB6
2014	190,000	4.70	30747MGC4
2015	190,000	4.75	30747MGD2
2016	190,000	4.80	30747MGE0

The bonds are being called at a price of par plus accrued interest to June 1, 2010, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at the office of the Bond Registrar, the City of Fargo Director of Finance, City of Fargo, 200 North Third Street, Fargo, North Dakota 58102, on or before June 1, 2010.

Dated: April 19, 2010

BY ORDER OF THE CITY COMMISSION OF
THE CITY OF FARGO

Steven Sprague, City Auditor,
as Bond Registrar

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING CALL AND REDEMPTION OF
THE REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2003C,
OF THE CITY OF FARGO

BE IT RESOLVED by the governing body of the City of Fargo, Cass County, North Dakota (the "Issuer"), that all actions heretofore taken by the City Auditor and others relating to the call for redemption of the Refunding Improvement Refunding Bonds, Series 2003C, dated March 1, 2003 having stated maturity dates of May 1, 2011 through May 1, 2014, and totaling \$1,215,000 in principal amount, plus interest is hereby authorized and approved; and the City Auditor is authorized to issue notice of call for redemption of said bonds, a form of which is to be substantially similar to that which is attached as Appendix A; that the Mayor and City Auditor are authorized and directed to make and execute all documents necessary on the part of the Issuer for the call and redemption of the said bonds.

Mayor

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____ AND _____.

The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the resolution adopted by the governing body of the City of Fargo at the meeting of the governing body held on the _____ day of _____, 2010, and that such resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this _____ day of _____, 2010.

City Auditor

(SEAL)

NOTICE OF CALL FOR REDEMPTION
REFUNDING IMPROVEMENT REFUNDING BONDS , SERIES 2003C

CITY OF FARGO
CASS COUNTY, NORTH DAKOTA

NOTICE IS HEREBY GIVEN that by order of the City Commission of the City of Fargo, Cass County, North Dakota, there have been called for redemption and prepayment on

June 1, 2010

those outstanding bonds of the City designated as Refunding Improvement Refunding Bonds, Series 2003C, dated March 1, 2003, having stated maturity dates of May 1 in the years 2011 through 2014, both inclusive, and totaling \$1,215,000 in principal amount, as set forth below:

<u>Maturity Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
2011	\$350,000	3.50%	30747M NL6
2012	350,000	3.75	30747M NM4
2013	365,000	3.85	30747MNN2
2014	150,000	4.00	30747MNP7

The bonds are being called at a price of par plus accrued interest to June 1, 2010, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at the office of the Bond Registrar, the City of Fargo Director of Finance, City of Fargo, 200 North Third Street, Fargo, North Dakota 58102, on or before June 1, 2010.

Dated: April 19, 2010

BY ORDER OF THE CITY COMMISSION OF
THE CITY OF FARGO

Steven Sprague, City Auditor,
as Bond Registrar

City of Fargo, North Dakota
Redemption of Series 1998C, 2003C

(4339) (4349)

Sources & Uses

Settlement Date: 06/01/2010

Sources Of Funds

City Funds..... \$2,368,179.38

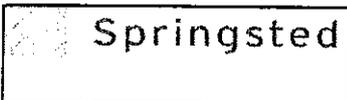
Total Sources..... \$2,368,179.38

Uses Of Funds

Deposit to Redemption Fund..... 2,363,179.38

Costs of Redemption..... 5,000.00

Total Uses..... \$2,368,179.38



\$3,675,000

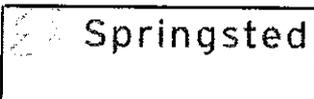
City of Fargo, North Dakota
General Obligation Improvement Refunding Bonds, Series 1998C

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I
05/01/1999	210,000.00	3.500%	63,037.50	273,037.50
11/01/1999	-	-	71,970.00	71,970.00
05/01/2000	215,000.00	3.500%	71,970.00	286,970.00
11/01/2000	-	-	68,207.50	68,207.50
05/01/2001	210,000.00	3.600%	68,207.50	278,207.50
11/01/2001	-	-	64,427.50	64,427.50
05/01/2002	215,000.00	3.700%	64,427.50	279,427.50
11/01/2002	-	-	60,450.00	60,450.00
05/01/2003	210,000.00	3.800%	60,450.00	270,450.00
11/01/2003	-	-	56,460.00	56,460.00
05/01/2004	220,000.00	4.000%	56,460.00	276,460.00
11/01/2004	-	-	52,060.00	52,060.00
05/01/2005	210,000.00	4.000%	52,060.00	262,060.00
11/01/2005	-	-	47,860.00	47,860.00
05/01/2006	220,000.00	4.000%	47,860.00	267,860.00
11/01/2006	-	-	43,460.00	43,460.00
05/01/2007	215,000.00	4.000%	43,460.00	258,460.00
11/01/2007	-	-	39,160.00	39,160.00
05/01/2008	220,000.00	4.100%	39,160.00	259,160.00
11/01/2008	-	-	34,650.00	34,650.00
05/01/2009	195,000.00	4.200%	34,650.00	229,650.00
11/01/2009	-	-	30,555.00	30,555.00
05/01/2010	195,000.00	4.300%	30,555.00	225,555.00
11/01/2010	-	-	26,362.50	26,362.50
05/01/2011	190,000.00	4.400%	26,362.50	216,362.50
11/01/2011	-	-	22,182.50	22,182.50
05/01/2012	190,000.00	4.500%	22,182.50	212,182.50
11/01/2012	-	-	17,907.50	17,907.50
05/01/2013	190,000.00	4.600%	17,907.50	207,907.50
11/01/2013	-	-	13,537.50	13,537.50
05/01/2014	190,000.00	4.700%	13,537.50	203,537.50
11/01/2014	-	-	9,072.50	9,072.50
05/01/2015	190,000.00	4.750%	9,072.50	199,072.50
11/01/2015	-	-	4,560.00	4,560.00
05/01/2016	190,000.00	4.800%	4,560.00	194,560.00
Total	\$3,675,000.00	-	\$1,388,802.50	\$5,063,802.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	6/01/2010
Average Life.....	3.417 Years
Average Coupon.....	4.6945122%
Weighted Average Maturity (Par Basis).....	3.417 Years



\$3,675,000

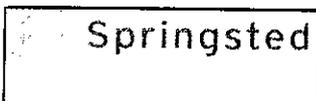
City of Fargo, North Dakota
General Obligation Improvement Refunding Bonds, Series 1998C

Total Redeemed Debt Service

Date	Principal	Coupon	Interest	Total P+I
05/01/2011	190,000.00	4.400%	52,725.00	242,725.00
05/01/2012	190,000.00	4.500%	44,365.00	234,365.00
05/01/2013	190,000.00	4.600%	35,815.00	225,815.00
05/01/2014	190,000.00	4.700%	27,075.00	217,075.00
05/01/2015	190,000.00	4.750%	18,145.00	208,145.00
05/01/2016	190,000.00	4.800%	9,120.00	199,120.00
Total	\$1,140,000.00	-	\$187,245.00	\$1,327,245.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	6/01/2010
Average Life.....	3.417 Years
Average Coupon.....	4.6945122%
Weighted Average Maturity (Par Basis).....	3.417 Years



\$3,675,000

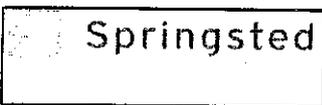
City of Fargo, North Dakota
General Obligation Improvement Refunding Bonds, Series 1998C

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Coupon	Interest	Refunded D/S
06/01/2010	1,140,000.00	4,393.75	1,144,393.75	-	-	-	-
11/01/2010	-	-	-	-	-	26,362.50	26,362.50
05/01/2011	-	-	-	190,000.00	4.400%	26,362.50	216,362.50
11/01/2011	-	-	-	-	-	22,182.50	22,182.50
05/01/2012	-	-	-	190,000.00	4.500%	22,182.50	212,182.50
11/01/2012	-	-	-	-	-	17,907.50	17,907.50
05/01/2013	-	-	-	190,000.00	4.600%	17,907.50	207,907.50
11/01/2013	-	-	-	-	-	13,537.50	13,537.50
05/01/2014	-	-	-	190,000.00	4.700%	13,537.50	203,537.50
11/01/2014	-	-	-	-	-	9,072.50	9,072.50
05/01/2015	-	-	-	190,000.00	4.750%	9,072.50	199,072.50
11/01/2015	-	-	-	-	-	4,560.00	4,560.00
05/01/2016	-	-	-	190,000.00	4.800%	4,560.00	194,560.00
Total	\$1,140,000.00	\$4,393.75	\$1,144,393.75	\$1,140,000.00	-	\$187,245.00	\$1,327,245.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	6/01/2010
Average Life.....	3.417 Years
Average Coupon.....	4.6945122%
Weighted Average Maturity (Par Basis).....	3.417 Years



\$3,500,000

City of Fargo, North Dakota
Refunding Improvement Refunding Bonds
Series 2003C

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I
05/01/2003	-	-	-	-
11/01/2003	-	-	-	-
05/01/2004	-	-	70,935.00	70,935.00
11/01/2004	-	-	53,201.25	53,201.25
05/01/2005	435,000.00	2.000%	53,201.25	53,201.25
11/01/2005	-	-	48,851.25	488,201.25
05/01/2006	400,000.00	2.000%	48,851.25	448,851.25
11/01/2006	-	-	44,851.25	44,851.25
05/01/2007	375,000.00	2.500%	44,851.25	419,851.25
11/01/2007	-	-	40,163.75	40,163.75
05/01/2008	365,000.00	3.000%	40,163.75	405,163.75
11/01/2008	-	-	34,688.75	34,688.75
05/01/2009	360,000.00	3.250%	34,688.75	394,688.75
11/01/2009	-	-	28,838.75	28,838.75
05/01/2010	350,000.00	3.500%	28,838.75	378,838.75
11/01/2010	-	-	22,713.75	22,713.75
05/01/2011	350,000.00	3.500%	22,713.75	372,713.75
11/01/2011	-	-	16,588.75	16,588.75
05/01/2012	350,000.00	3.750%	16,588.75	366,588.75
11/01/2012	-	-	10,026.25	10,026.25
05/01/2013	365,000.00	3.850%	10,026.25	375,026.25
11/01/2013	-	-	3,000.00	3,000.00
05/01/2014	150,000.00	4.000%	3,000.00	153,000.00
Total	\$3,500,000.00	-	\$729,983.75	\$4,229,983.75

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	6/01/2010
Average Life.....	2.176 Years
Average Coupon.....	3.8154846%
Weighted Average Maturity (Par Basis).....	2.176 Years



\$3,500,000

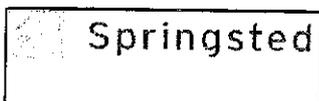
City of Fargo, North Dakota
Refunding Improvement Refunding Bonds
Series 2003C

Total Redeemed Debt Service

Date	Principal	Coupon	Interest	Total P+I
05/01/2011	350,000.00	3.500%	45,427.50	395,427.50
05/01/2012	350,000.00	3.750%	33,177.50	383,177.50
05/01/2013	365,000.00	3.850%	20,052.50	385,052.50
05/01/2014	150,000.00	4.000%	6,000.00	156,000.00
Total	\$1,215,000.00	-	\$104,657.50	\$1,319,657.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	6/01/2010
Average Life.....	2.176 Years
Average Coupon.....	3.8154846%
Weighted Average Maturity (Par Basis).....	2.176 Years



\$3,500,000

City of Fargo, North Dakota
Refunding Improvement Refunding Bonds
Series 2003C

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Coupon	Interest	Refunded D/S
06/01/2010	1,215,000.00	3,785.63	1,218,785.63	-	-	-	-
11/01/2010	-	-	-	-	-	22,713.75	22,713.75
05/01/2011	-	-	-	350,000.00	3.500%	22,713.75	372,713.75
11/01/2011	-	-	-	-	-	16,588.75	16,588.75
05/01/2012	-	-	-	350,000.00	3.750%	16,588.75	366,588.75
11/01/2012	-	-	-	-	-	10,026.25	10,026.25
05/01/2013	-	-	-	365,000.00	3.850%	10,026.25	375,026.25
11/01/2013	-	-	-	-	-	3,000.00	3,000.00
05/01/2014	-	-	-	150,000.00	4.000%	3,000.00	153,000.00
Total	\$1,215,000.00	\$3,785.63	\$1,218,785.63	\$1,215,000.00	-	\$104,657.50	\$1,319,657.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	6/01/2010
Average Life.....	2.176 Years
Average Coupon.....	3.8154846%
Weighted Average Maturity (Par Basis).....	2.176 Years

Refunding Bond Information

Refunding Dated Date.....	6/01/2010
Refunding Delivery Date.....	6/01/2010



April 5, 2010

Board of City Commissioners
200 North 3rd Street
City Hall
Fargo, ND 58103

Dear Commissioners,

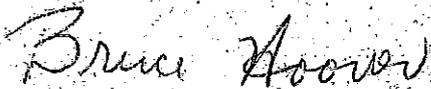
The Fire Department receives overtime reimbursements from the M-F Haz Mat Team periodically for haz mat training hours. These funds are obtained through a grant to the M-F Haz Mat team administered by the Moorhead Fire Department. We are requesting a budget increase to our overtime account (101-4010-412-11-01) in the amount of \$1549.80 as well as to our revenue account (1101-0000-342-31-00) for \$1549.80.

Suggested Motion:

Approve the following budget adjustments:

101-4010-412-11-01	\$1549.80
101-0000-342-31-00	1549.80

Sincerely,



Bruce Hoover
Fire Chief

Cc: Jenica Flanagan



9

Office of the Chief of Police

April 5, 2010

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: North Dakota Department of Transportation Safety-Belt Education and Enforcement Grant - Project # PHSP4021005 SP 04 PH 28 CFDA # 20.600

Dear Commissioners:

The North Dakota Department of Transportation is again offering to provide the Fargo Police Department with funding for additional safety-belt education and enforcement activities. The funding will pay for officer overtime and other expenses associated with the additional education and enforcement activities.

The \$5,000.00 awarded through the grant does not require any matching funds from the City of Fargo.

Recommended Motion:

Approve the acceptance of the North Dakota Department of Transportation Safety-Belt Education and Enforcement Grant in the amount of \$5000.00 and adjust the police department's 2010 budget account # 101-5045-411-11-01 project code PD11 accordingly.

If you have any questions regarding this grant or budget adjustment, please feel free to contact me at 241-1401.

Sincerely,

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

Keith A. Ternes
Chief of Police

Cc: Kent Costin - Finance Director

V.

The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

VI.

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

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, religion, age, physical or mental disability or handicap, political opinions or affiliation, or status with regard to marriage or public assistance. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, national origin, sex, religion, age, physical or mental disability or handicap, political opinions or affiliation, or status with regard to marriage or public assistance. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; or
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

The Contractor shall ensure that no qualified handicapped individual, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VII.

The Contractor shall account for program income related to the project and shall use such income to further program objectives.

VIII.

The Contractor shall maintain accounting and project records that are sufficient to prepare required reports, trace funds to level of expenditure, provide internal control by progress, provide budget control, assure allowable costs, provide source documentation, and assure proper cash management. Such records shall be made available to NDDOT and the federal government for inspection and audit during the contract term and for three years after the date of final payment, unless:

Any litigation, claim, or audit is started before the expiration of three years, then the records shall be retained until such action is satisfied.

IX.

Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days notice in writing and delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:
 - i. If the contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

X.

The Contractor shall not enter into any subcontracts without prior written approval of NDDOT.

XI.

NDDOT requires contracts executed with counties, cities, other state agencies, and Indian tribes to comply with OMB Cir. A-133.

XII.

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 Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XIII.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

XIV.

The Contractor is advised that his or her signature on this contract certifies that the company or 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.

XV.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

XVI.

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

XVII.

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.

XVIII.

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

Lt. Steve Lynk
NAME AND ADDRESS
 222 4 St N
 Fargo, ND, 58102

XIX.

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

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

TRAFFIC SAFETY MANAGER (TYPE OR PRINT) FOR THE DIRECTOR OF SAFETY DIVISION

SIGNATURE

DATE

DOT 16780 (Div. 09) A.G. Approved 7-17-89; 1-4-10

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. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

PROJECT NO. PHSP4021005 SP 04 Ph 28

BACKGROUND

This contract provides funds to the Fargo Police Department (hereinafter referred to as Contractor) to participate in a statewide *Click It or Ticket (CIOT)* high visibility enforcement campaign to occur May 24 – June 6, 2010.

The *CIOT* enforcement campaign exists to increase occupant protection use for both adults and children through heightened enforcement of occupant protection laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase occupant protection use.

The project is funded through the National Highway Traffic Safety Administration (NHTSA).

SCOPE OF WORK

Law enforcement agencies in North Dakota participating in the *CIOT* enforcement campaign are required to work overtime during this period to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without an occupant protection device (i.e., seat belt or child passenger safety seat).

During the contract period, the Contractor must:

1. **Conduct high visibility enforcement** within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest.

The Contractor is encouraged to work with other law enforcement within the jurisdiction to conduct multi-jurisdictional enforcement to maximize the visibility of law enforcement during the *CIOT* enforcement period.

To assure the integrity of the *CIOT* message to the public, the Contractor must issue citations – **not warnings** – for failure to use an occupant protection device.

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

2. **Conduct a highly-publicized earned media campaign** within the Contractor's jurisdiction to assure the public's awareness of the *CIOT* enforcement campaign to encourage the public's use of seat belts and child passenger safety seats.

Earned media must begin several days in advance of the two-week enforcement period and should include news releases, news conferences, TV interviews, radio announcements, and other

**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

PROJECT NO. PHSP4021005 SP 04 Ph 28

public awareness activities. Contractors are also strongly encouraged to display electronic message boards with the *CIOT* enforcement message throughout the enforcement period.

Law enforcement agencies are encouraged to contact their local Safe Communities programs (Appendix B) for assistance to coordinate and complete earned media activities.

Because this is a statewide effort, participation by each contracted entity is critical to the success of the campaign. If the Contractor is unable to fulfill the contractual scope of work, they must contact the NDDOT Traffic Safety Office (TSO) as soon as possible.

Reporting

The Contractor must submit an activity report to the TSO no later than June 30, 2010, outlining the number of: (1) enforcement hours, (2) number and type of citations issued, (3) number of vehicle contacts made, (4) number of contacts with seat belts in use, and (5) earned media activities completed during the *CIOT* campaign.

Samples and/or copies of the earned media activities must be submitted with the reimbursement voucher and activity report.

The activity report must be submitted to the TSO prior to reimbursement. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain supporting documentation in accordance with audit guidelines.

Other Requirements

The Contractor must have a seat belt policy in place before requesting reimbursement for this activity. TSO program managers will locate and review the policy during scheduled on-site monitoring visits, if applicable. Absence of a policy may result in the TSO withholding payment until a policy is put into place. All personnel receiving reimbursement through federal funds associated with this contract are required to wear seat belts and obey all traffic laws while on official business of the project.

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

PROJECT NO. PHSP4021005 SP 04 Ph 28

Reimbursement

This contract will reimburse allowable expenses up to the project's total budget for costs incurred through completion of the scope of work and/or direction of the program manager. Overtime wages will be reimbursed at the agency-approved overtime rate.

The TSO reserves the right to deny payment for unallowable expenses identified in the applicable cost principles. Contact the TSO if you want a copy of the cost principles applicable to your agency.

BUDGET

DIRECT COSTS		
	Overtime wages	\$5,000.00
	PROJECT TOTAL	<u>\$5,000.00</u>

Participation		
Federal	100%	\$5,000.00
State	-	
Local	-	



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

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 1, 2010

RE: PURCHASE OF SERVICE AGREEMENT FOR THE NORTH
DAKOTA DEPARTMENT OF HEALTH
CONTRACT NO. PF09-148 CFDA NO. 93.917

This is a request to approve the attached agreement with the North Dakota Department of Health for Ryan White Part B/Case Program/Management for People Living with HIV/AIDS.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the Agreement with North Dakota Department of Health for Ryan White Case management.

RB/la
Enclosure

Contract No. PF09-148

CFDA No. 93.917

North Dakota Department of Health
600 East Boulevard Ave-Dept. 301
Bismarck, ND 58505-0200

Type: Purchase of Service Agreement (SFN53772)

Contract Period

From: April 1, 2010

Through: March 31, 2011

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

Title of Project/Program:

Ryan White Part B Program/Case Management for People Living with HIV/AIDS

Health Dept. Grant Code:

HLH043

Contractor Name and Address:

Fargo Cass Public Health

401-3rd Avenue North
Fargo, ND 58102-4839

Contact Name: Ruth Bachmeier, Administrator

Telephone: 701.241.1360

North Dakota Department of Health Program Director:

Krissie Guerard
Division of Disease Control
2635 East Main Avenue
Bismarck, ND 58506-5520

Telephone: 701.328.2378

Financial Information

Dept of Health Cost Share

Contractor Cost Share

Total Project/Program Costs

Amount of Financial Assistance

See Special Conditions

\$0

See Special Conditions

Previous Funds Awarded

\$0

\$0

\$0

Total Funds Awarded to Date

See Special Conditions

\$0

See Special Conditions

Scope of Service:

Health Resources and Services Administration's (HRSA) Ryan White CARE Act and the North Dakota Department of Health Ryan White Part B (RW) program have three performance goals: (1) strengthen and expand the health care safety net; (2) expand the availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision effective and culturally competent health care services by health care providers. To assist HRSA and the RW program to meet these goals, the contractor agrees to provide outreach and coordination activities to facilitate networking opportunities for people living with HIV/AIDS in North Dakota.

Reporting Requirements:

Expenditures for reimbursement will be submitted using the "ND CARES/Ryan White Monthly Billing Form – Outpatient Services," due by the 15th of the following month. Expenditure reimbursement request for the period ending June 30, 2010 must be received by July 15, 2010. The final expenditure reimbursement request must be received by May 15, 2011.

Special Conditions:

See Attachment 1.

A total of \$60,000 is allocated for reimbursement to the case management sites for those activities and services necessary to coordinate, access, and maintain essential health care and supportive services rendered throughout the federal grant budget period (April 1, 2010 through March 31, 2011). See Attachment 1 –Special Conditions – Fiscal Assurances for allowable expenditures.

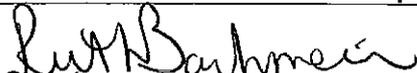
Financial obligation of the Department is contingent upon funds being made available by the US Department of Health and Human Services.

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

(1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2009 to June 30, 2011 [Accounting Use Only Requirements Received] (2) applicable Federal and State regulations.

Evidence of Contractor's Acceptance

Evidence of Departmental Acceptance


Signature

April 1, 2010

Date

Signature

Date

Typed Name and Title of Authorized Representative

Ruth Bachmeier
Director of Public Health

Typed Name and Title of Authorized Representative

Arvy Smith,
Deputy State Health Officer

Signature

Date

Signature

Date

Typed Name and Title of Authorized Representative

Dennis R. Walaker
Mayor, City of Fargo

Typed Name and Title of Authorized Representative

Kirby Kruger, Section Chief
Division of Disease Control

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



ai!

ASSESSMENT DEPARTMENT

March 29, 2009

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements as submitted Deborah Gilmore. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$390 with the City of Fargo's share being \$50.

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 Deborah Gilmore Phone No. 701-799-5695

2. Address of Property 425 12th Avenue S

City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed Lot 13 Block 8 Woodruffs

4. Parcel Number 01-4100-01590-000

5. Mailing Address of Property Owner Same as above

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). Housing Rehab work

7. Building Permit No. 92165 8. Year built if residential property 1903

9. Date of commencement of making the improvement 12/14/09

10. Estimated market value of property before improvement \$ 51,300

11. Cost of making the improvement (all labor, material and overhead) \$ 22,600

12. Estimated market value of property after improvement \$ 64,300

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 Deborah Gilmore Date 4-1-2010

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 Don Whittier Date 4/10/10

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



WZ

ASSESSMENT DEPARTMENT

March 29, 2009

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements as submitted Corey & Laura Bowden. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$70 with the City of Fargo's share being \$10.

Sincerely,

A handwritten signature in cursive script, 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 Cory + Laura Bowden Phone No. 701-280-0935

2. Address of Property 813 9th Ave No

City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed _____
PT LT 10 + 9 BLK 17 Oak Grove Addition

4. Parcel Number 01-1130-00765-000

5. Mailing Address of Property Owner 813 9th Ave No

City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). 1/2 bathroom added on main floor

7. Building Permit No. 20082437 8. Year built if residential property 1917

9. Date of commencement of making the improvement March 09

10. Estimated market value of property before improvement \$ 102,300

11. Cost of making the improvement (all labor, material and overhead) \$ 400.00

12. Estimated market value of property after improvement \$ ~~113,600~~ 106,400 2010 VALUE

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 12-17-08

Assessor's Determination

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

Assessor's Signature [Signature] Date 4/9/10

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



ji 3

ASSESSMENT DEPARTMENT

March 29, 2009

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements as submitted Shaun Kohanowski. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$925 with the City of Fargo's share being \$120.

Sincerely,

A handwritten signature in cursive script that reads "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 SHAUN KOMANOWSKI Phone No. 218 329 6968

2. Address of Property 71 6th Ave N

City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed The West 50' of Lots One, Nine, and Ten in Block Forty of Keeney and Davitts Second Addition

4. Parcel Number 01-1540-03270-000

5. Mailing Address of Property Owner 71 6th Ave N

City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New Windows Kitchen, siding, insulation steps to basement, and main level flooring

7. Building Permit No. 22744 8. Year built if residential property 1896

9. Date of commencement of making the improvement 12/05/2008

10. Estimated market value of property before improvement \$ 120,000

11. Cost of making the improvement (all labor, material and overhead) \$ 54,000

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

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 01 MAR 10

Assessor's Determination

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

Assessor's Signature [Signature] Date 3/3/10

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



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

G-0038(291)A
Site License Number
(Attorney General Use Only)

41

VFW Club of Fargo 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: VFW Club Post 762 the address of which is:
202 Broadway Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

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

Specific location where games of chance will be conducted and played at the site (required):
Entire bar area - main floor

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

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)
1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal
Boards, Prize Boards, Punch Boards, Twenty-One, Poker, Calcutta, Pull Tab Dispensing Devices

Attorney General Date Signature of City/County Auditor Date
Steve Sprague, City Auditor 04-19-2010
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 (10-2009)

G - _____ (_____) 2
Site License Number
(Attorney General Use Only)

Red River Human Services Foundation
(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: The Northern the address of which is:

325 10th St N. Fargo 58102 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/10 Ending 6/30/11

Specific location where games of chance will be conducted and played at the site (required):
South-west area of basement bar- North area of main bar

Gaming area is the entire bar (except - restrooms, office/ storage areas)

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

Attorney General Date Signature of City/County Auditor 04-19-2010
Date
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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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 (10-2009)

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

Red River Human Services Foundation
(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: HUB the address of which is:

2525 9th ave sw Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/10 Ending 6/30/11

Specific location where games of chance will be conducted and played at the site (required):
Cadillac Ranch (sw)- Playmakers/prime (west,central) Monkey Bar (nw) -the entire bar is gaming area (except-restroom
office /storage areas)

Number of twenty-one tables (required)(if zero, enter "0"): 7

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, Calcutta, Sports Pools

Attorney General _____ Date _____ Signature of City/County Auditor _____ Date 04-19-2010
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



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

(j 3)

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

PLAINS ART MUSEUM

(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: King Pin Casino located in The Bowler the address of which is:

<u>2630 S. University Dr.</u>	<u>Fargo</u>	<u>58103</u>	<u>Cass</u>
(Street)	(City)	(Zip Code)	(County)

Date(s) Authorized: Beginning 7/1/10 Ending 6/30/11

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

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)

- Days of week of gaming operations _____
- Hours of gaming _____
- List each specific game type prohibited Sports Pools

Attorney General

Date

Signature of City/County Auditor

04-19-2010
Date

Steven Sprague, City Auditor

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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 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 (10-2009)

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

13

PLAINS ART MUSEUM

(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: Big Top Bingo the address of which is:

901 25th St. S. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/10 Ending 6/30/11

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"): 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 Sports Pools

Attorney General Date Signature of City/County Auditor Date
04-19-2010
Steven Sprague, City Auditor
PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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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 (10-2009)

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

23

PLAINS ART MUSEUM

(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: Blue Wolf Casino - located in Cactus Jack's Saloon the address of which is:

3402 Interstate Blvd. S. Fargo 58103 Cass
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/10 Ending 6/30/11

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"): 8

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 Sports Pools

Attorney General

Date

Signature of City/County Auditor

04-19-2010
Date

Steven Sprague, City Auditor

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

KP
Ord 4-12-10
CR# 16261
25.00

Amended

BR 0008-10

Name of Non-profit Organization <i>Cathedral of St Mary</i>		Date(s) of Activity <i>May 16th, 2010 to May 16th, 2010</i>	
Person Responsible for the Gaming Operation <i>Gevalyn Lang - Gaming Operations</i>		Title <i>Secretary</i>	Business Phone Number <i>701-235-4289</i>
Business Address <i>619-7th St North</i>	City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Cathedral of St Mary</i>		Site Address <i>604 Broadway</i>	
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Booklet	\$ 300			\$
Raffle	Basin	300			
Raffle	Basin	300			
Raffle	Basin	300			
Raffle	Basin	300			
Raffle	Basin	300			
Raffle	Basin	300			

83750 + 2100 Total: \$ 5850 (Limit \$12,000 per year)

Intended uses of gaming proceeds: General Funds Disbursement

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 2510. This amount is part of the total prize limit of \$12,000 per year.

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

Signature of Organization's Top Executive Official <i>Cindy Petrick</i>	Date <i>4/12/10</i>	Title <i>Chairman</i>	Day time Phone Number <i>232-5985</i>
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APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

pd 4-14-10
V#10137
25.00
K'lo

Name of Non-profit Organization Kristi Jorgenson Benefit		Date(s) of Activity 5-22-10 to 5-22-10	
Person Responsible for the Gaming Operation Denise Fournier		Title volunteer	Business Phone Number 701-281-7961
Business Address 5018 2nd St. E.	City W Fargo	State ND	Zip Code 58078
Mailing Address (if different) PO Box 9647	City Fargo	State ND	Zip Code 58106
Name of Site Where Game(s) will be Conducted Teamsters	Site Address 21 18st.S.		
City Fargo	State ND	Zip Code 58103	County Cass
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash payout	8,000			\$
Total:					(Limit \$12,000 per year) \$ 8,000

Intended uses of gaming proceeds: To aide Kristi Jorgenson in her battle of Ovarian Cancer

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit and should call the Office of Attorney General at 1-800-328-9240.

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

PRIZE RESTRICTIONS:

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

Signature of Organization's Top Executive Official D Fournier	Date 4-14-10	Title volunteer	Day time Phone Number 701-281-7961
---	------------------------	---------------------------	--

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

128 32 4-15-10
CR# 1132
25.00

Name of Non-profit Organization USA WRESTLING of North Dakota		Date(s) of Activity 7-7-10 to 7-7-10	
Person Responsible for the Gaming Operation DEAN SHEARER		Title TRAVELER	Business Phone Number 701-371-2738
Business Address 2515 76th Ave No.	City FARGO	State ND	Zip Code 58102
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted URBAN PLAZAS CENTER		Site Address 5225 31 Ave S	
City FARGO	State ND	Zip Code 58103	County CASS
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
RAFFLE	CASH	\$1000.00			\$
Total:					(Limit \$12,000 per year) \$1,000.00

Intended uses of gaming proceeds: TO FUND NATIONAL DUAL TEAM TRIP TO ROCHESTER, MN FOR ND WRESTLERS BORN IN 1994-1985. - ALSO KNOWN AS CADETS

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

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

PRIZE RESTRICTIONS:

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

Signature of Organization's Top Executive Official DEAN R. SHEARER	Date 4-15-10	Title TRAVELER	Day time Phone Number 701-371-2738
--	------------------------	--------------------------	--

4-15-10
 PR# 1134
 25th
 K 10

Name of Non-profit Organization <u>USA WRESTLING OF NORTH DAKOTA</u>		Date(s) of Activity <u>7-9-10</u> to <u>7-9-10</u>	
Person Responsible for the Gaming Operation <u>DEAN STEARNS</u>		Title	Business Phone Number
Business Address <u>2515 76th Ave No.</u>		City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
Mailing Address (if different)		City	State Zip Code
Name of Site Where Game(s) will be Conducted <u>URBAN PLAINS CENTER</u>		Site Address <u>5225 31st Ave South</u>	
City <u>FARGO</u>		State <u>ND</u> Zip Code <u>58103</u>	County <u>CASS</u>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
RAFFLE	CASH	\$ 1000 ⁰⁰			\$
RAFFLE	CASH	200 ⁰⁰			
Total:					(Limit \$12,000 per year) \$ 1200 ⁰⁰

Intended uses of gaming proceeds: NATIONAL SUM TRIP FOR ~~ND~~ WRESTLERS
BORN IN 1982-83 TO OKLAHOMA NATIONAL EVENTS

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 2,000⁰⁰. This amount is part of the total prize limit of \$12,000 per year.

PRIZE RESTRICTIONS:

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

Signature of Organization's Top Executive Official <u>DEAN R. STEARNS</u>	Date <u>4-15-10</u>	Title <u>TREASURER</u>	Day time Phone Number <u>701-371-2738</u>
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APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

OK 4.15-10
Cash
Inv 105109

(K 11)

Name of Non-profit Organization <u>Lincoln Elementary</u>		Date(s) of Activity <u>5-12-10</u> to <u>5-12-10</u>	
Person Responsible for the Gaming Operation <u>Stacy L. Schauer Wark</u>		Title <u>Carnival Co-chair</u>	Business Phone Number <u>701-446-4900</u>
Business Address <u>2120 9th St. S.</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58103</u>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <u>Lincoln Elementary</u>		Site Address <u>2120 9th St. S.</u>	
City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58103</u>	County <u>Cass</u>
Check the Game(s) to be Conducted: <input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Mad Hatters Gift Package	\$ 115.00	Bingo	Art & Learn Supplies	\$ 8.00
Raffle	Hornbachers Gift Card	200.00	Bingo	movie rentals	30.00
Raffle	Gold Earrings & Wimmers Diamonds	165.00	Bingo	T-shirts/Hats	40.00
Raffle	iPod	150.00	Bingo	Sun Package	10.00
Raffle	Cash	100.00	Bingo	Scrapbook Passes x 15	150.00
Raffle	Discovery Flight	129.00	Bingo	Texas Roadhouse Kid Prizes x 10	50.00
Raffle	Arrowwood Resort Weekend Package	200.00	Bingo	TGI Fridays Gift Certificates	40.00
Raffle	Games to Go Party Package	150.00			
Total:					(Limit \$12,000 per year) \$ 1,537.00

Intended uses of gaming proceeds: To fund PTA activities & financial requests.

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

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

PRIZE RESTRICTIONS:

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

Signature of Organization's Top Executive Official <u>Stacy Schauer Wark</u>	Date <u>4/14/10</u>	Title <u>Carnival Co-Chair</u>	Day time Phone Number <u>701-219-5988</u>
---	------------------------	-----------------------------------	--

**PUBLIC WORKS
OPERATIONS**

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

April 14, 2010

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

Commissioners:

RFP's were received April 1, 2010, for upcoming contracted tree and stump removals. This contract agreement also included an extension option.

<u>Contractor</u>	<u>tree removal</u>	<u>stump removal</u>	<u>2010 estimated cost for trees/stumps</u>
Cougar Tree Care, Inc.	\$10.50 per diameter inch	\$73.50 per stump	\$195,000
Carr's Tree Service	\$18.50 "	\$89.50 "	\$324,000

Funding has been included in the annual forestry budget.

Recommended motion:

Move to award contracted tree and stump removals to Cougar Tree Care, Inc. with option to extend through 2012.

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl
City Forester

Cc: Ben Dow
Pat Zavoral
Kent Costin

commissiontree&stumpremoval2010.doc

April 15, 2010

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



Commissioners:

A second round of RFP's was received April 9, 2010, for this upcoming seasons contracted landscape maintenance areas. This contract helps supplement routine forestry maintenance activities for a 22 week period.

The first round, approximately 1 month prior - none of the bidders included a copy of their ND Contractor's License.

<u>Contractor</u>	<u>2010 season cost</u>
All-Terrain Grounds Maintenance	\$ 4,070
Oasis Landscapes	\$ 9,240
Turfworks LLC	\$ 2,750 (as of 4/9, did not meet ND Contractor's License request requirement)

Funding has been included in the annual forestry budget.

Recommended motion:

Having met all requested requirements, move to award 2010 seasonal contracted landscape maintenance to All-Terrain Grounds Maintenance.

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl
City Forester

Cc: Ben Dow
Pat Zavoral
Kent Costin

commissionlandscapemaintenance2010.doc

April 14, 2010

(N)

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

Re: PUBLIC WORKS/OPERATIONS/MOSQUITO CONTROL AGREEMENT

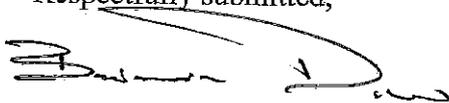
Commissioners:

Enclosed please find the annual renewal of the Fargo/Cass Mosquito Control Agreement for 2010. The agreement as proposed shows no increases in seasonal employees or chemical funding. All costs encumbered by the county for the city mosquito control are fully accounted for within the current 2010 budget.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Mosquito Control Agreement with Cass County for 2010.

Please return the signed original.

Respectfully submitted,



Benjamin Dow
Public Works Services Manager

2010 MOSQUITO CONTROL AGREEMENT
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2010 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3rd Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2010 season, approximately \$445,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Fargo and in surrounding areas with the objective being to distribute funds commensurate with the source of revenue. This includes three full-time County employees and up to twelve seasonal County employees working within the City of Fargo. Activities include, but are not limited to: treating water for larvae, spraying for adult mosquitoes, nuisance and disease monitoring, and public information activities.
- 2) In addition to service provided in paragraph 1, COUNTY will employ nine seasonal employees to be used within the City of Fargo for various mosquito control activities, primarily in areas requiring the use of off-highway vehicles. The County Vector Director will provide technical direction and coordination of these employees. The Vector Director will also work in cooperation with City Public Works officials to provide other technical assistance as necessary.
- 3) CITY agrees to pay \$60,000 to support the nine seasonal employees referred to in paragraph 2. CITY agrees to provide necessary equipment, maintenance, and vehicles to fully equip the nine mosquito control employees.
- 4) CITY agrees to fund the estimated cost of the adult and larval mosquito control chemical and supplies used by the nine employees. These costs are estimated at approximately \$50,000. COUNTY will provide monthly statements to CITY, and invoice CITY monthly.
- 5) CITY agrees to pay \$50,000 to support the seven County employees, equipment, and supplies designated to work in the Fargo parks and schools. It is understood that any work specifically intended to control mosquitoes on the Fargo Park District Golf Courses should be funded by the Park District. Work on the perimeter of or parts of the golf course necessary to control mosquitoes in adjacent residential areas may be completed by County employees without cost participation from the Park District.
- 6) CITY agrees to fund the cost of City wide adult mosquito spraying at \$7,000 per application. Estimate between 5 and 15 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
- 7) CITY agrees to pay \$125,000 to help support the Larviciding and Barrier Spray efforts by County staff within the City.
- 8) CITY agrees to fund \$5,000 to help offset cost of spraying for miscellaneous activities including but not limited to the Red Hawks Stadium, The Street Fair, The Fargo Air Show, and other similar large gatherings. If the estimated County costs significantly exceed \$5,000, the County may request an additional funding in this area.
- 9) CITY agrees to fund all contract costs for aerial spraying within the City limits. The City will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 10) COUNTY will fund all contract costs for aerial spraying in unincorporated areas. County will coordinate spraying several populated unincorporated areas outside of the City limits to correspond with the City aerial spraying.

- 11) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 12) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date

Mayor, City of Fargo

Date

April 14, 2010

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: PUBLIC WORKS/OPERATIONS/SERVICE AGREEMENT (Flood Lot Mowing)

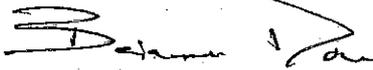
Commissioners:

Enclosed please find a renewal flood lot mowing service agreement with Friendship, Inc. for 2010. Friendship Inc. has been performing mowing services in association with Public Works since the late 1990's on flood lots where the City has acquired and removed flood prone homes. The past services performed by Friendship have met and/or superseded all expectations of Public Works staff and the arrangement has proven itself to be worthy of continuation not only for Friendship but also the City.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Service Agreement with Friendship, Inc. for 2010.

Please return the signed original.

Respectfully submitted,



Benjamin Dow
Public Works Services Manager

SERVICE AGREEMENT FLOOD LOTS – LAWN MOWING

I. Agreement

This agreement, made and entered into this 1st day of May, 2010, by and between the City of Fargo (City) and Friendship, Inc. (Contractor) is made to provide lawn mowing services for the City of Fargo.

II. Statement of Work

The Statement of Work is attached as Exhibit "A" and made a part of this contract. The Contractor agrees to perform the work described in exhibit "A" in compliance with this agreement.

III. Responsibility of the City

The City shall designate representatives of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this agreement and disbursing funds in connection with the projects described in Exhibit "A".

IV. Contractor's Compensation and Method of Payment

Funds shall be disbursed upon presentation of invoices which Contractor certifies are true and correct copies of payments due on behalf of the Contractor, for an activity covered by this agreement and made in accordance with the Statement of Work. Each invoice must list the addresses of the property served by the date of service. Payment may be suspended by the City in the event of non-performance by the Contractor.

V. Term of the Agreement

Except as provided in Section VI below, this agreement shall be for an initial term of 12 months commencing May 1, 2010. The City shall have two one-year renewal options under the same terms and conditions as stated herein and may exercise its option by giving written notice to the contractor sixty (60) days prior to the expiration of the term of this agreement or any renewal agreement thereof.

Upon expiration of the term of this agreement or any renewal thereof, the term of this agreement shall continue in full force on a month-to-month basis and may be cancelled by either party upon the giving of sixty (60) days written notice to the other party.

In the event that this agreement will continue in full force on a month-to-month basis and any party to this agreement desires to modify or alter the agreement, such party must provide the other party with sixty (60) days notice of modification/amendment to the agreement. The other party shall have thirty (30)

days thereafter to provide notice of its intention to cancel the agreement or during the 30-day period, enter into a mutually agreeable modification of the agreement. The anticipated modification to this agreement would include service price adjustments.

VI. Termination of the Agreement

This agreement may be terminated if the Contractor fails to comply with any term of the agreement. This agreement may be terminated by the City if funds are no longer available for this program.

VII. Assignability

This agreement will not be assigned or transferred by the Contractor without the prior written consent of the City.

VIII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. It shall be required that the Contractor has his employees covered by North Dakota Workers Compensation. The Contractor shall carry appropriate liability insurance coverage. At the time of any contract renewal, Contractor agrees to verify to City that all coverages are in effect. Additionally, City may request verification of insurance coverage at any time by request to Contractor.

IX. Contractor Records

Record of the Contractor and reimbursable expenses pertaining to the Statement of Work and records of accounts between the City and the Contractor shall be kept on a generally recognized accounting basis.

The Contractor shall retain information in its files that shall clearly document all activities performed in conjunction with this agreement.

X. Monitoring and Evaluation

The City reserves the right to monitor and evaluate the progress and performance of the Contractor to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Contractor shall cooperate with the City relating to such monitoring and evaluation.

XI. Penalty Clause

Failure to meet the timeliness of service requirements outlined in Exhibit A will result in a forfeit of fees for that property/activity. Additionally, assessment of more than five penalties during one calendar year, in the sole discretion of the City, may result in termination of this contract at the City's insistence. The City will make Contractor aware of penalty assessment by the fifth business day of the month following the month in which the penalty recording is made.

XII. Independence of Recipient

Nothing contained in this agreement nor the relationship of the Contractor to other parties shall make or be construed to make the Contractor, or any of the Contractor's agents or employees, the agents or employees of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

XIII. Conflict of Interest

The Contractor agrees that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in work financed under the Statement of Work.

XIV. Entire Agreement

The provisions as set forth in Items I-XIV, and all attachments of this agreement constitute the entire agreement between the parties.

FRIENDSHIP, INC.

CITY OF FARGO

Authorized Representative

Dennis Walaker, Mayor

EXHIBIT A Statement of Work

A. Description of Work

City funds will be used to pay for the mowing of the flood properties that are the maintenance responsibility of the City.

A list of properties and site maps will be provided to the contractor by the Fargo Public Works Department. The exact location of lots to be maintained is subject to change. The contractor will be notified within one week of a change in the location of lots to be maintained.

B. Compensation

The City agrees to reimburse the Contractor at a rate of \$27.50 per hour for lawn mowing services at the previously described flood lots.

C. Timeliness

The contract requires that lawn mowing be provided as needed on a timely basis, with exact timing of service to be determined by the Contractor and City.

EXHIBIT B

Equal Employment Opportunity Clause

1. **E.O. 11246 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the performance of this agreement, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for such employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

April 14, 2010

Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Request for Quotes (RFQ)
2010 Cleanup Week Contracting Services

Dear Commissioners:

On April 14th, 2010, quotes were received for providing residential waste collection and cleanup services for the 2010 Cleanup Week event. The RFQ stipulated that a contractor would be selected based on the prices quoted, equipment and personnel available to complete the work, and prior related experience.

Four (4) firms submitted quotes in response to the RFQ as follows:

<u>Firm</u>	<u>Total Project Quote</u>
Industrial Builders, Inc.	\$39,276
Diesel Dogs Trucking	\$40,450
Master Construction Company, Inc.	\$41,650
Northern Improvement Company	\$45,000

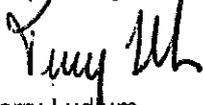
In consideration of the selection criteria referenced above, this office recommends acceptance of the quote from Industrial Builders, Inc., in the amount of \$39,276 as the lowest and best bid. Funding for the contract services has been included in the 2010 Solid Waste budget.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Accept the quote from Industrial Builders, Inc., in the amount of \$39,276 as the lowest and best bid.

Respectfully Submitted,



Terry Ludlum
Solid Waste Utility Manager

Cc: Pat Zavoral, City Administrator
Bruce Grubb, Enterprise Director
Duane Haugen, Landfill Supervisor
Dave Rheault, Route Supervisor
Jamey Zenzen, Master Construction Company, Inc.
Roger Haberman, Industrial Builders, Inc.
Phil Duginski, Northern Improvement
Dan Kraemer, Diesel Dogs Trucking

**2010 Cleanup Week
Bid Tabulation**

Description	Quantity	Total Hours	Industrial Builders	Diesel Dogs	Master Construction	Northern Improvement
Loader w/Operator	2	50	\$ 8,500	\$ 9,500	\$ 10,000	\$ 10,500
Tandem Truck w/Operator	6	50	\$ 20,700	\$ 19,500	\$ 21,000	\$ 21,000
Foreman w/Vehicle	1	50	\$ 3,000	\$ 2,250	\$ 3,250	\$ 3,500
Laborers	8	50	\$ 7,076	\$ 9,200	\$ 7,400	\$ 10,000
TOTAL			\$ 39,276	\$ 40,450	\$ 41,650	\$ 45,000

April 14, 2010

Q

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, April 14, 2010, for Water Department watermain materials located City-wide.

The bids were as follows:

SECTION 1 (Repair Sleeves)

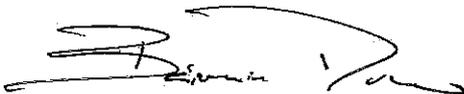
Fargo Water Equipment	\$	7,743.72
Ferguson Waterworks	\$	8,054.96

SECTION 2 (Misc. Materials)

Fargo Water Equipment	\$	47,160.73
Ferguson Waterworks	\$	51,416.20

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

Sincerely,



Benjamin Dow
Public Works Services Manager

April 14, 2010

(V)

Honorable Board of
City Commissioners
City of Fargo
Fargo, ND

Re: Project No. 5939

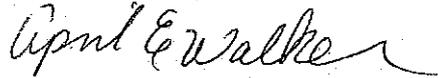
Dear Commissioners:

Proposals were received at 11:30 AM on Wednesday, April 14, 2010, for Sandbag Levee Removal, Sandbag Removal, Cleanup & Incidentals, Project No. 5939.

The bids were reviewed by the evaluation committee based on cost, and available equipment and experience. The committee evaluated the hourly prices bid against actual hours required for two previous flood events and estimated hours per lot for the sandbag levee removal from private property.

The committee recommends bid award to Pioneer Excavating & Services. The total amount of the contract is unknown at this time as this is an hourly contract.

Sincerely,



April Walker
Senior Engineer

AEW/jmg
C: Mark Bittner

April 13, 2010

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

51

**Re: Calvary United Church
Purchase Agreement – Temporary Construction Easement
Improvement District #5700**

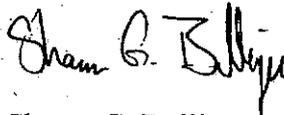
Dear Commissioners:

Enclosed and delivered to the Commission Office are (3) original Purchase Agreement documents for the acquisition of a temporary construction easement from Calvary United Church in association with Improvement District #5700. Final purchase price for the aforesaid easement has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary construction easement from the Calvary United Church in association with Improvement District #5700 and to execute a Purchase Agreement relating to the same and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Engineering Specialist

Enclosures

C: Gary Stewart
Mark Bittner

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of APRIL, 2010, by and between **CALVARY UNITED CHURCH**, hereinafter called "Seller", and whether one or more, **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of certain property hereinafter described; and,

WHEREAS, City is desirous of acquiring an interest in such property consisting of a temporary construction easement; and,

WHEREAS, City has obtained an appraisal, made an offer for such property interest, and Owner has accepted the same; and

WHEREAS, the parties wish to commit their agreement to writing under the terms and conditions hereinafter stated:

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

1. Subject Matter. The subject matter of this agreement is the property described in the temporary construction easement, Exhibit "A" attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price will be Four Thousand Four Hundred Twenty-five and 05/100 Dollars (\$4,425.05).
3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that CALVARY UNITED CHURCH, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 ovc), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANT/S UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of constructing or installing or working upon a storm sewer and/or sanitary sewer, said land being more fully described, to-wit:

A tract of land located in Lot Three (3), Block One (1), Osgood Townsite Sixth Addition, Section Thirty-three (33), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: Beginning at the Southeast corner of said Lot Three (3); thence S 88°05'21" W along the South line of said Lot Three (3) a distance of Twenty and Two Hundredths Feet (20.02'); thence N 04°14'52" W, parallel with and offset Twenty Feet (20.00') Westerly of the East line of said Lot Three (3) a distance of Four Hundred Twenty-five and Twenty-one Hundredths Feet (425.21'); thence N 83°30'13" W a distance of Fifteen and Twenty-seven Hundredths Feet (15.27') to a point being Thirty-five Feet (35.00') Westerly as being measured perpendicularly from the East line of said Lot Three (3); thence N 04°14'52" W, parallel with and offset Thirty-five Feet (35.00') Westerly of the East line of said Lot Three (3) a distance of One Hundred Sixteen and Fifty Hundredths Feet (116.50') to a point on the North line of said Lot Three (3); thence N 88°04'37" E along the North line of said Lot Three (3) a distance of Thirty-five and Three Hundredths Feet (35.03') to the point of beginning. Said tract contains 0.29 acres, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner

interfere with said tract to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the said tract to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall not extend beyond December 31, 2010.

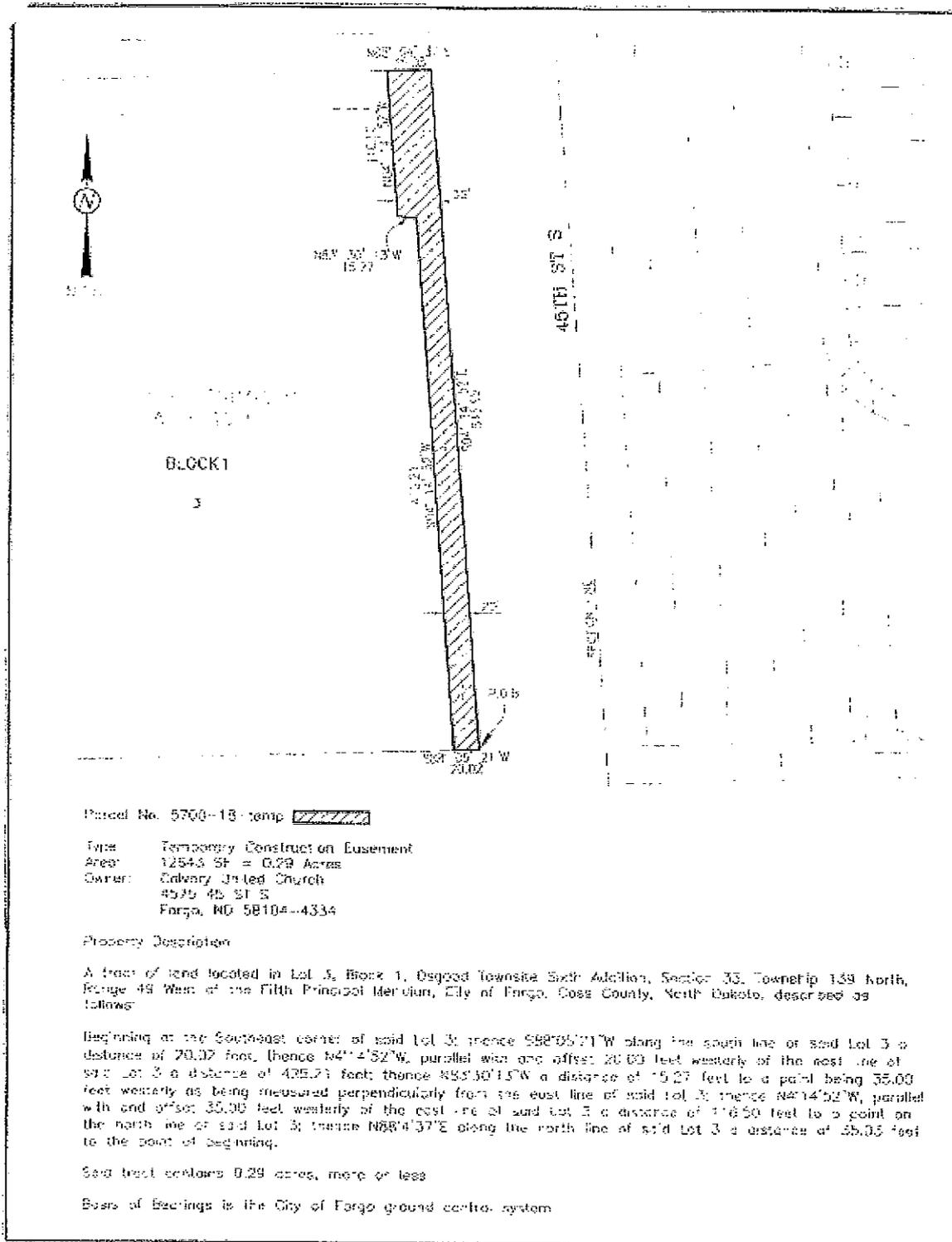
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this ____ day of _____, 2009.

CALVARY UNITED CHURCH

By _____

Its _____

Exhibit "A"



April 13, 2010

52

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

**Re: Calvary United Methodist Church of Fargo
Purchase Agreement – Temporary Construction Easement
Improvement District #5700**

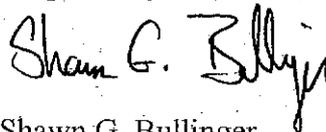
Dear Commissioners:

Enclosed and delivered to the Commission Office are (3) original Purchase Agreement documents for the acquisition of a temporary construction easement from Calvary United Methodist Church of Fargo in association with Improvement District #5700. Final purchase price for the aforesaid easement has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary construction easement from the Calvary United Methodist Church of Fargo in association with Improvement District #5700 and to execute a Purchase Agreement relating to the same and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Engineering Specialist

Enclosures

C: Gary Stewart
Mark Bittner

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of April, 2010, by and between **CALVARY UNITED METHODIST CHURCH OF FARGO**, hereinafter called "Seller", and whether one or more, **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of certain property hereinafter described; and,

WHEREAS, City is desirous of acquiring an interest in such property consisting of a temporary construction easement; and,

WHEREAS, City has obtained an appraisal, made an offer for such property interest, and Owner has accepted the same; and

WHEREAS, the parties wish to commit their agreement to writing under the terms and conditions hereinafter stated:

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

1. Subject Matter. The subject matter of this agreement is the property described in the temporary construction easement, Exhibit "A" attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price will be Eight Hundred Forty and 70/100 Dollars (\$840.70).
3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **CALVARY UNITED METHODIST CHURCH OF FARGO**, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 ovc), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANT/S UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of constructing or installing or working upon a storm sewer and/or sanitary sewer, said land being more fully described, to-wit:

A tract of land located in Lot Three (3), Block One (1), Osgood Townsite Marketplace Addition, Section Thirty-three (33), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: The East Twenty Feet (20.00') of said Lot Three (3) as measured perpendicularly from the East line of said Lot Three (3). Said tract contains 0.06 acres, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall not extend beyond December 31, 2010.

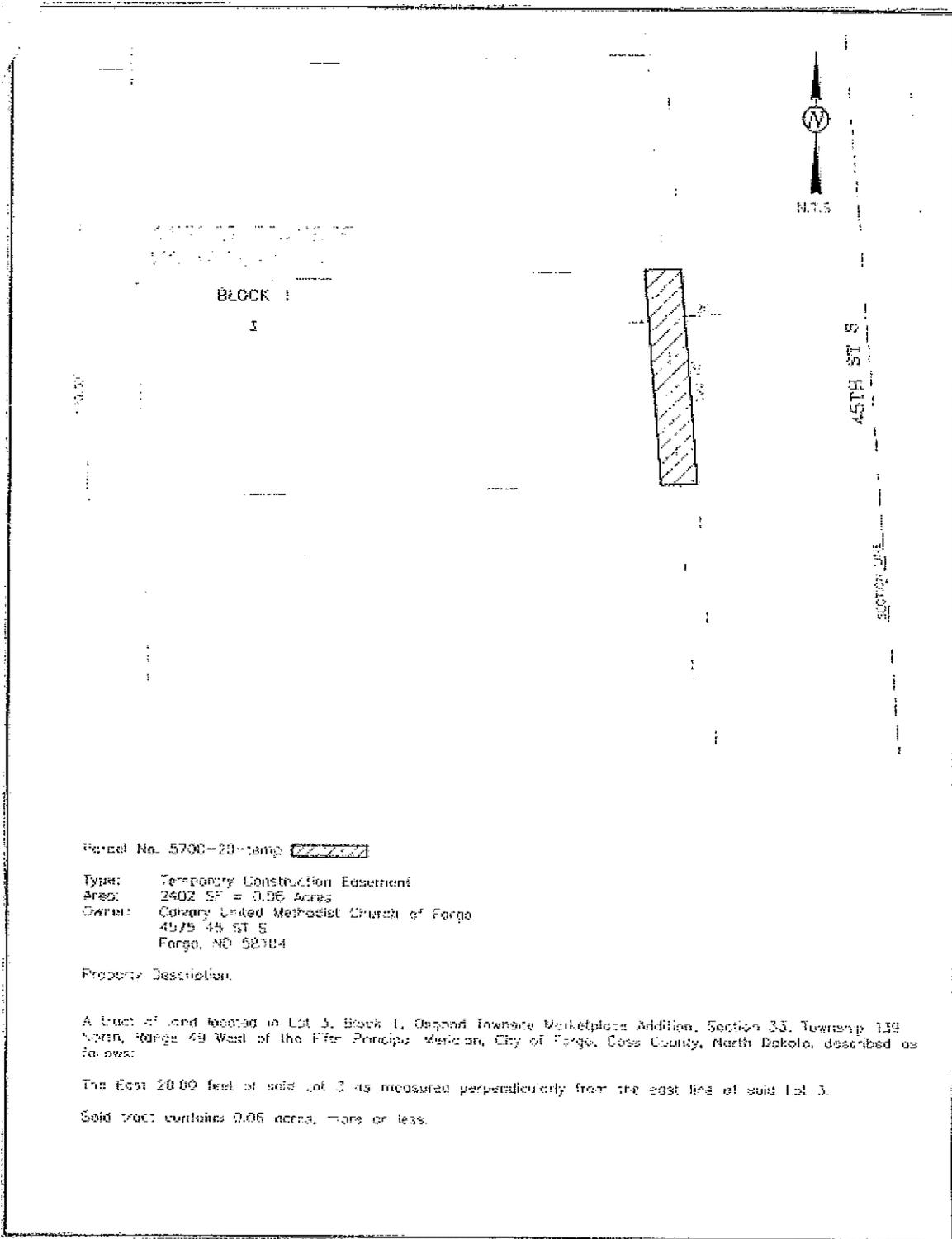
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this ____ day of _____, 2009.

CALVARY UNITED METHODIST
CHURCH OF FARGO

By _____

Its _____

Exhibit "A"





ENGINEERING DEPARTMENT

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

April 12, 2010

53

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

**Re: North Dakota District of the Lutheran Church Missouri Synod
Purchase Agreement – Temporary Construction Easements
Improvement District #5700**

Dear Commissioners:

Enclosed and delivered to the Commission Office is an original Purchase Agreement document for the acquisition of (2) temporary construction easements from the North Dakota District of the Lutheran Church Missouri Synod in association with Improvement District #5700. Final purchase price for the aforesaid easements has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of (2) temporary construction easements from the North Dakota District of the Lutheran Church Missouri Synod in association with Improvement District #5700 and to execute a Purchase Agreement relating to the same and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Engineering Specialist

Enclosures
C: Gary Stewart
Mark Bittner

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of April 2010, 2010, by and between **NORTH DAKOTA DISTRICT OF THE LUTHERAN CHURCH MISSOURI SYNOD**, hereinafter called "Seller", and whether one or more, **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of certain property hereinafter described; and,

WHEREAS, City is desirous of acquiring an interest in such property consisting of a temporary construction easement; and,

WHEREAS, City has obtained an appraisal, made an offer for such property interest, and Owner has accepted the same; and

WHEREAS, the parties wish to commit their agreement to writing under the terms and conditions hereinafter stated:

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

1. **Subject Matter**. The subject matter of this agreement is the property described in the temporary construction easements, Exhibit "A" attached hereto and incorporated herein by reference.
2. **Purchase Price**. The purchase price will be Twenty-seven Thousand Two Hundred Eighty-eight and 74/100 Dollars (\$27,288.74).
3. **Payment of Purchase Price**. The entire purchase price shall be payable in cash at closing.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that NORTH DAKOTA DISTRICT OF THE LUTHERAN CHURCH MISSOURI SYNOD, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 ovc), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANT/S UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of constructing or installing or working upon a storm sewer and/or sanitary sewer, said land being more fully described, to-wit:

A tract of land located in Lot Twelve (12), Block Three (3), Sincebaugh Addition, Section Twenty-eight (28), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Northeast corner of said Lot Twelve (12); thence S 04°23'28" E along the East line of said Lot Twelve (12) a distance of Two Hundred Thirty-seven and Eighty-two Hundredths Feet (237.82') to the point of beginning; thence continuing S 04°23'28" E along the East line of said Lot Twelve (12) a distance of One Hundred Ninety-two and Eight Hundredths Feet (192.08'); thence S 84°13'07" W a distance of Thirty and One Hundredths Feet (30.01'); thence N 04°23'28" W a distance of One Hundred Ninety-two and Eight Hundredths Feet (192.08'); thence N 84°13'07" E a distance of Thirty and One Hundredths Feet (30.01') to the point of beginning. Said tract contains 0.13 acres, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner

interfere with said tract to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the said tract to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall not extend beyond December 31, 2010.

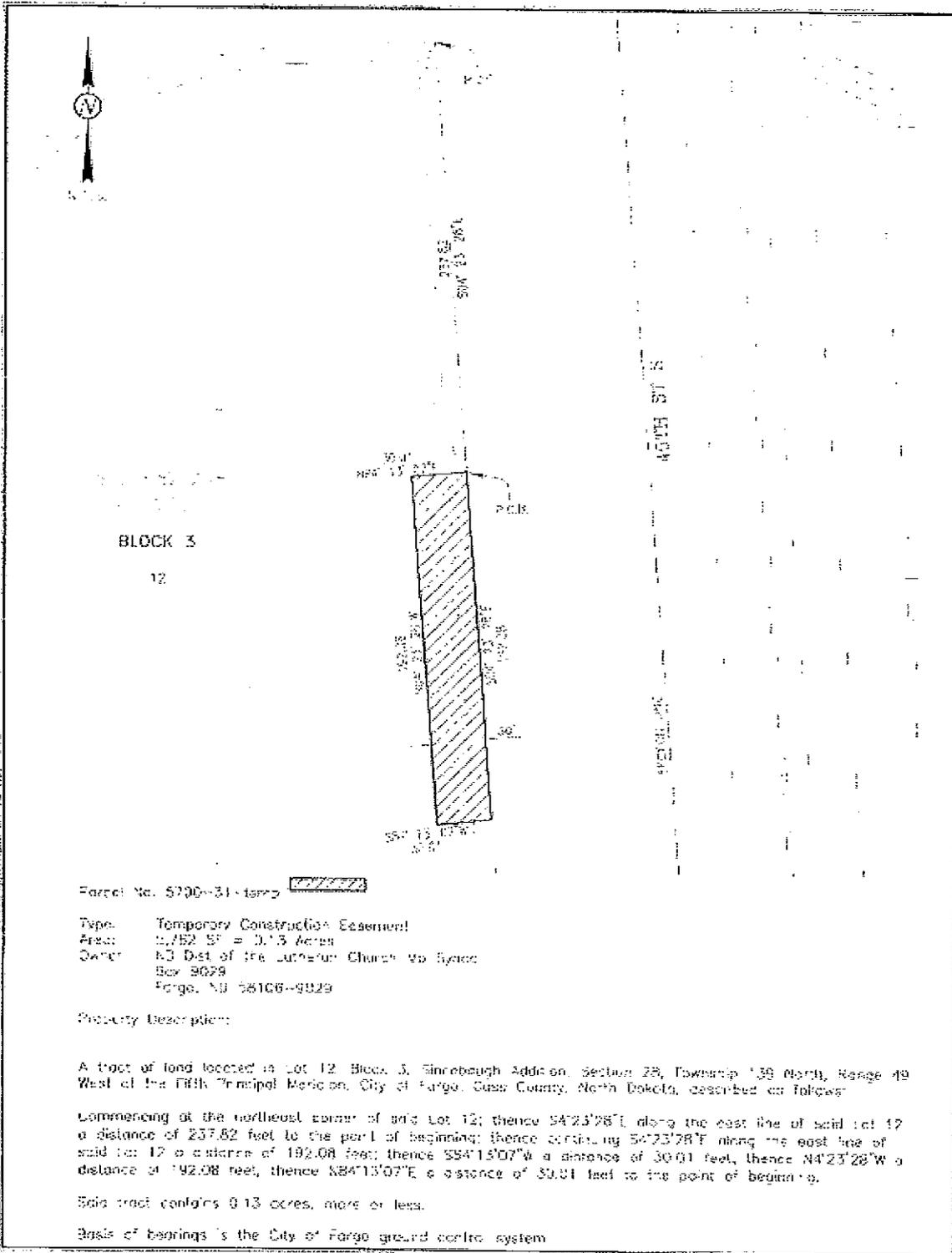
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this _____ day of _____, 2009.

NORTH DAKOTA DISTRICT OF THE
LUTHERAN CHURCH MISSOURI SYNOD

By: _____

Its: _____

Exhibit "A"



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that NORTH DAKOTA DISTRICT OF THE LUTHERAN CHURCH MISSOURI SYNOD, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 ovc), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANT/S UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of constructing or installing or working upon a storm sewer and/or sanitary sewer, said land being more fully described, to-wit:

A tract of land located in Lot One (1), Block One (1), Sincebaugh Addition, Section Twenty-eight (28), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows: The East Two Hundred Feet (200.00') of the following described tract: Beginning at the Northeast corner of said Lot One (1); thence S 88°26'23" W on the North line of said Lot One (1) a distance of Five Hundred Twelve and Sixty-seven Hundredths Feet (512.67') to the Northwest corner of said Lot; thence S 04°23'24" E a distance of Four Hundred Twenty-five and Ninety-nine Hundredths Feet (425.99'); thence N 85°36'36" E a distance of Five Hundred Twelve and Five Hundredths Feet (512.05') to the East line of said Lot; thence N 04°23'28" W on said East line a distance of Four Hundred and Sixty-eight Hundredths Feet (400.68') to the point of beginning. Said tract contains 1.86 acres, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

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

This easement shall not extend beyond December 31, 2010.

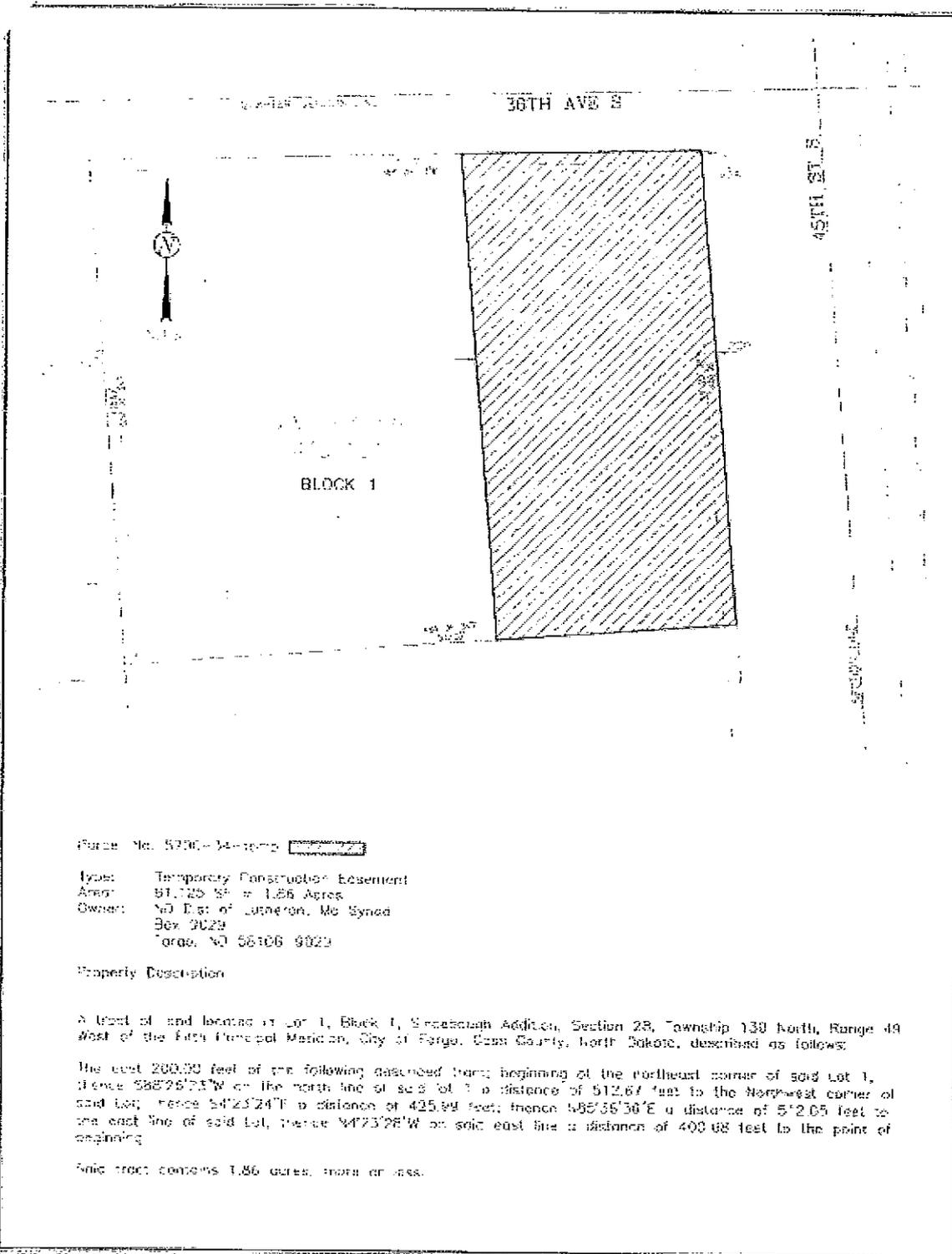
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this _____ day of _____, 2009.

NORTH DAKOTA DISTRICT OF THE
LUTHERAN CHURCH MISSOURI SYNOD

By: _____

Its: _____

Exhibit "A"



(P)

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Agreement for Special Improvements – Jet Land Properties
DATE: April 15, 2010

Jet Land Properties (Promersberger's) have requested municipal improvements in Veterans Park First Addition. Attached is the Agreement for Special Improvements relating to improvement district #5931 & #5932. Mrs. Promersberger has executed this agreement and will provide the necessary Letter of Credit in the near future.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and Jet Land Properties for municipal improvements in Veterans Park First Addition.



April 15, 2010

Mr. Steve Sprague
City Auditor
City of Fargo
200 3rd Street North
Fargo, ND 58107-2083

Dear Steve:

Enclosed please find two copies of an Agreement for Special Improvements from JetLand Properties for Special Improvement District Numbers 5931 and 5932.

You'll note I have signed both copies. Once you and Mayor Walaker sign them, please return a fully executed copy back to me.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Janice B".

Janice Promersberger
President
JetLand Properties, LLC

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this 15th day of April, 2010, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Jet Land Properties LLC of Fargo, ND, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer and Incidentals and Concrete Curb & Gutter, Asphalt Paving, Street Lights and Park Amenities and Incidentals hereinafter "Utilities", in Veterans Park First Addition, hereinafter "Development";

WHEREAS, CITY has approved the installation of utilities in the development with certain conditions and requirements; and

WHEREAS, CITY will create Special Improvement District Numbers 5931 & 5932, hereinafter "SID #5931 and SID #5932", for the purpose of constructing said utilities; and

WHEREAS, a promise to pay the suitable security is required of DEVELOPER by CITY in order to insure payment of special assessments which will result from said utilities: and.

WHEREAS, DEVELOPER has agreed to pay said special assessments and to provide security therefore,

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

1. CITY agrees to create SID #5931 and SID #5932 for purpose of constructing utilities in the development, to finance said utilities through its municipal bonding authority. and to levy special assessments against said property for the payment of the bonds sold to finance the utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the utilities, DEVELOPER agrees to furnish to CITY, cash or other security in an amount equal to 50% of the estimated costs for the construction of said utilities (as determined by CITY); said cash or other security to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of the terms and conditions of this agreement as hereinafter provided. The security, other than cash, which is furnished to CITY may be certificates of deposit, negotiable instruments, or a letter of credit, provided that the form and sufficiency thereof shall be subject to the approval of CITY, and CITY may, in its sole discretion, accept or reject the form of security which is offered by DEVELOPER.

3. DEVELOPER shall have the right to cancel this agreement at any time prior to the award of a contract for construction of the utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction of said utilities (as determined by CITY) or \$1,000, whichever is greater. The parties hereto understand and agree that CITY has incurred substantial administrative, engineering and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER

cancels this agreement without making payments as hereinabove provided, CITY may draw upon the letter of credit or other security which has been furnished pursuant to paragraph 2 of this agreement for such liquidated damages.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to pay on or before March 1 of each year, the current annual installment of special assessments and any accrued penalties on each and every unimproved lot located in the development. For purposes of this Agreement, the term "unimproved lot" shall mean all lots for which a permit for construction has not been issued. It is understood and agreed that a transfer of any of said lots from DEVELOPER to third parties shall not relieve DEVELOPER of its obligation to pay annual installments of special assessments as hereinabove set forth. It is provided, however, that if transferee furnishes cash or other security (as hereinbefore defined) for the lot or lots acquired, the DEVELOPER's security may be correspondingly reduced. Making arrangements for and obtaining such letter of credit shall be the responsibility of the DEVELOPER. The intent of this proviso on substitute security is that the CITY is protected to the same level as the original letter of credit provided.

5. A letter of credit which is furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. Provided that the letter of credit may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that DEVELOPER, or its successor, fails to pay on or before March 1 of each year, annual installments of special assessments and any accrued penalties as provided in paragraph 4 above, CITY may utilize the cash or other security which has been furnished to CITY, or may draw upon the letter of credit, and apply said funds to pay all or part of the special assessments and accrued penalties which have been levied against said property but have not been certified for collection. Any amount remaining after payment of all uncertified special assessments may, in the discretion of CITY, be retained for future use pursuant to this Agreement or may be applied to current annual installments of special assessments. Provided, that CITY shall not utilize the cash or other security, or draw upon the letter of credit without first giving DEVELOPER 30 days' written notice of its intent to do so.

7. In the event that DEVELOPER fails to pay on or before March 1 of each year, annual installments of special assessments as provided in paragraph 4 above, and if the amount of cash or other security which has been furnished to CITY is not sufficient to pay all special assessments which have been levied against said property, whether or not said assessments have been certified for collection, CITY shall have a cause of action against DEVELOPER, and any guarantor of DEVELOPER for the remaining balance of all unpaid special assessments on all unimproved lots located in the development.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of utilities in the development by CITY and that the remedy provided herein is in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon improvement of all lots located in the development, or upon payment of the entire balance of special assessments levied against said property, whether certified for collection or not, CITY shall return to DEVELOPER, any cash or other security which has been furnished to CITY, or any remaining and unused portion thereof.

The security deposit will be reduced once the unpaid balance of the special assessments of the unimproved lots is less than the security. As set forth in Section 2 above, DEVELOPER shall

furnish to CITY security in an amount equal to fifty percent (50%) of the estimated costs for construction of said utilities. The security to be provided by DEVELOPER to CITY shall be subject to reduction upon improvement of lots totaling at least fifty percent (50%) of the estimated costs for the construction of utilities located in the DEVELOPMENT. This reduction of the security shall occur on an annual basis as exhibited in the following schedule:

<u>Percentage of Estimated Costs for the Construction of Utilities in the Development For Which Permits for Construction Have Been Issued</u>	<u>Percentage of Security Provided by Developer</u>
50% or less	50%
60%	40%
70%	30%
80%	20%
90%	10%
100%	0

(Note that the above percentages are merely examples and that the actual percentages shall be used in making the annual calculations)

It is specifically understood and agreed that "improvement" means issuance of a permit for construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the property. Construction of a garage, storage building or other accessory type structure shall not constitute "improvement" of a lot pursuant to this Agreement, unless such accessory-type structure is a significant or necessarily-associated accessory to a principal structure located upon a contiguous lot under common ownership as part of a multi-lot project. In addition, "improvement" is deemed accomplished if (a) the bare lot is contiguous to a lot containing a principal structure under common ownership; (b) the bare lot is part of a multi-lot project; and (c) the project plans as filed with the City indicate that the bare lot is to remain unimproved indefinitely as a part of the project on which case, the proper documentation must be prepared, executed and recorded by the owner stating that the unimproved lot is to be considered a portion of the developed or improved lot.

9. In the event of expiration of the letter of credit upon written notice as provided in paragraph 5 of this Agreement, if any lots in the development are not improved or if all special assessments are not paid, all as set forth in paragraph 8 above, then, and in that event, CITY may draw upon the letter of credit and the proceeds thereof shall be applied first toward unpaid special assessments levied against said property which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments shall be applied to special assessments which have been certified for collection. It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all unimproved lots in said development, or selectively to any particular lot or lots. [If the amount of cash available from the letter of credit is not sufficient to pay all special assessments on all unimproved lots in the development, CITY shall have a cause of action against DEVELOPER, or any guarantor of DEVELOPER, for the deficiency, all as provided in paragraph 7 hereof.

10. DEVELOPER hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement, including, but not limited to, reasonable attorneys fees and costs.

11. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the development shall not relieve DEVELOPER of any of its responsibility under the terms of this Agreement. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

DEVELOPER

JETLAND PROPERTIES, LLC

By *[Signature]*
Its President



ENGINEERING DEPARTMENT

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

April 13, 2010

4

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

**Re: Rocking Horse Farm, LLC
Easement Agreement
Improvement District #5706-1**

Dear Commissioners:

Enclosed and delivered to the Commission Office are (2) original easement agreements from Rocking Horse Farm, LLC in association with Improvement District #5706-1.

RECOMMENDED MOTION: I/we hereby move to approve the easement agreement with Rocking Horse Farm, LLC in association with Improvement District #5706-1.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Engineering Specialist

Enclosures

C: Gary Stewart
Mark Miller
Mark Bittner

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 12th day of April, 2010, by and between ROCKING HORSE FARM, LLC, a North Dakota limited liability company ("Rocking Horse Farm"), JETLAND PROPERTIES, LLC, a North Dakota limited liability company ("JetLand"), and the CITY OF FARGO.

RECITALS

WHEREAS, Rocking Horse Farm and JetLand are in the process of replatting Rocking Horse East First Subdivision to the City of Fargo into Rocking Horse East Second Addition to the City of Fargo; and

WHEREAS, the City of Fargo had approved the replat of Rocking Horse East Second Addition to the City of Fargo; and

WHEREAS, until the replat of Rocking Horse East Second Addition to the City of Fargo has been recorded, the City of Fargo has requested an easement for access and construction purposes over and across the real property described in the attached Exhibit A; and

WHEREAS, Rocking Horse Farm and JetLand are willing to grant this easement to the City of Fargo.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of Easement. Rocking Horse Farm and JetLand hereby grant to the City of Fargo an easement for access and construction purposes over and across the real property described in the attached Exhibit A.
2. Easement. The above easement granted to the City of Fargo shall be a temporary easement, and this easement shall expire upon the recording of the replat of Rocking Horse East Second Addition to the City of Fargo.
3. Agreement. This Agreement shall be binding on the parties hereto and upon their respective successors and assigns.

Rocking Horse Farms, LLC

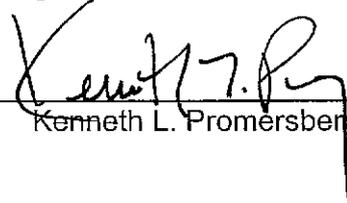
By  _____
Kenneth L. Promersberger, President

EXHIBIT A

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32 AND SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 88°13'29" WEST, ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 105.16 FEET; THENCE SOUTH 04°54'02" EAST, PARALLEL TO THE EASTERLY LINE OF SAID SECTION 32, FOR A DISTANCE OF 465.47 FEET; THENCE SOUTH 41°31'33" WEST, FOR A DISTANCE OF 62.11 FEET; THENCE SOUTH 04°54'02" EAST, PARALLEL TO THE EASTERLY LINE OF SAID SECTION 32, FOR A DISTANCE OF 100.35 FEET; THENCE SOUTH 46°17'26" EAST, FOR A DISTANCE OF 68.06 FEET; THENCE SOUTH 04°54'02" EAST, PARALLEL TO THE EASTERLY LINE OF SAID SECTION 32, FOR A DISTANCE OF 936.93 FEET; THENCE NORTH 87°55'49" EAST, FOR A DISTANCE OF 30.10 FEET TO THE NORTHWEST CORNER OF ROCKING HORSE EAST FIRST SUBDIVISION, PLATTED AND ON FILE AT THE CASS COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 1028047; THENCE CONTINUING NORTH 87°55'49" EAST, ALONG THE NORTHERLY LINE OF SAID ROCKING HORSE EAST FIRST SUBDIVISION, FOR A DISTANCE OF 180.15 FEET; THENCE NORTH 04°54'02" WEST; PARALLEL TO THE WESTERLY LINE OF SAID SECTION 33, FOR A DISTANCE OF 941.01 FEET; THENCE NORTH 41°31'08" EAST, FOR A DISTANCE OF 62.12 FEET; THENCE NORTH 04°54'02" WEST, PARALLEL TO THE WESTERLY LINE OF SAID SECTION 33, FOR A DISTANCE OF 101.37 FEET; THENCE NORTH 46°04'38" WEST, FOR A DISTANCE OF 68.35 FEET; THENCE NORTH 04°54'02" WEST, PARALLEL TO THE WESTERLY LINE OF SAID SECTION 33, FOR A DISTANCE OF 459.33 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 87°58'41" WEST, ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, FOR A DISTANCE 105.13 FEET TO THE POINT OF BEGINNING.

Memo

April 13, 2010

To: PWPEC

From: Jeremy Gorden, P.E. *Jmg*
Senior Engineer, Transportation

Subject: 36th Street Shared Use Path & Bridge Project and Shoulder Widening Revised CPM Agreement

I have attached some correspondence with the NDDOT regarding this project. This project was scheduled for a June 2010 bid opening, but due to federal aid cash flow issues, the NDDOT would like to move this project to an October 2010 bid opening. This move would result in this project being constructed in 2011 rather than this summer. The federal share of this project is \$280,000, out of an estimated construction cost of \$854,072 for the path, bridge and shoulder widening.

I would recommend that we "Advance Construct" this project, meaning that the city would be responsible for the construction costs related to the project until the federal funds would become available. This would also mean that the project would remain in the June bid opening and be constructed this year.

The NDDOT has stated that the money slated for this project is still in the current federal fiscal year, which ends at the end of September. If we choose to "Advance Construct," we will need to approve a revised CPM agreement for this project. The formal CPM agreement is not available today, but will be ready in time to place this item on the City Commission agenda scheduled for Monday, April 19.

From: Kubischta, Ben R. [bkubisch@nd.gov]
Sent: Thursday, April 08, 2010 9:42 AM
To: Josh Olson; Jeremy Gorden; Scott Liudahl; Kristy Schmidt; Jim Hanson; Mark Bittner
Cc: Walton, Bob R.; Gorder, Kevin O.; Hanson, Stacey M.; Benning, Paul M.
Subject: 36th Street 52nd Ave University Drive

Folks,

36th Street Pedestrian Bridge/Shared Use Path

Yesterday I was informed that the 36th Street project has been moved to the October 15, 2010 Bid Opening. The reason for this move is our federal aid cash flow is not what we thought it would be.

Please proceed with completing the plans and submitting them to me.

52nd Avenue/University Drive Landscaping Project

The legislation recently passed by Congress did not include any new stimulus funds. It funded transportation through this current calendar year. Therefore, this project reverts back to the originally committed TE funding levels of \$125,000 for 52nd Avenue and \$125,000 for University Drive. These amounts are still programmed for Fiscal Year 2011.

Ben K

Bennett R. Kubischta
Transportation Enhancement Coordinator
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700
e-mail: bkubisch@nd.gov
telephone: 701-328-3555
fax: 701-328-0310

From: Kubischta, Ben R. [bkubisch@nd.gov]
Sent: Monday, April 12, 2010 9:15 AM
To: Josh Olson; Jeremy Gorden
Cc: Walton, Bob R.; Gorder, Kevin O.; Hanson, Stacey M.; Benning, Paul M.
Subject: 36th St TE project to be AC
Attachments: AC-TEU-8-984(120)123 CPM Agreement Attachment A April 12 2010.docx; AC-TEU-8-984(120)123 Change to CPM Agreement.pdf

Josh/Jeremy,

We can proceed with the 36th Street TE project as AC (Advanced Construction) funding.

Change the project number to: AC-TEU-8-984(120)123 You only have to make this change to the Title Sheet.

The Job number is: 33

The Attachments contain the items that will be revised in the Cost Participation, Construction, and Maintenance Agreement. Those change are:

- 1) Added AC to the project number
- 2) In the location changed 82nd Avenue to 32nd Avenue
- 3) Part IV Item 1 – Changed responsibility in making contractor payments from NDDOT to the City.
- 4) Added a discussion on AC funding in Attachment A

Ben K

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

Federal Award Information—To be provided by NDDOT

CFDA No.: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Bennett Kubischta

Telephone: 691-328-3555

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

For NDDOT use only.

FHWA Authorization date:

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

Location: 36th Street from 32nd Avenue South to 40th Avenue South – See Attachment A, Figure I

Type of Improvement: Pedestrian Bridge, Shared Use Path, and Roadway Widening

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

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

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

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

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

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

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

PART I

City Obligation:

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

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

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

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

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

PART II

Contracting and Construction:

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

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

PART III

Post Construction:

After the project is completed the City agrees to:

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

PART IV

General:

1. The City will make all contract payments. NDDOT will reimburse the City for the amount paid by FHWA. Payment will be made upon receipt of the engineer's estimate. There will be no federal or state funds available for preliminary or construction engineering.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the City who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained

by the City shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the City, and such officer, employee, or person has not participated in such acquisition for and in behalf of the City.

4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. NDDOT requires contracts executed with counties, cities, other state agencies, and Indian tribes to comply with OMB Cir. A-133.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

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

Mark Bittner
City Engineer
200 North 3rd Street
Fargo, ND 58102

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

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

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

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo

*

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

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
DK 3-5-10

VME

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. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 5-09

RISK MANAGEMENT A Division of the North Dakota Office of Management & Budget

CERTIFICATE OF FINANCIAL RESPONSIBILITY

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

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO: To Whom it May Concern

ON THIS DATE OF: April 16, 1998

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

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

- 1) This project involves the construction of a shared use path and a pedestrian bridge along the east side of 36th Street and the widening of 36th Street. The project limits extend from 32nd Avenue South to 40th Avenue South and are shown on Attachment A Figure 1.

- 2) This project is being funded in the anticipation of the availability of federal funds. The term for this is Advance Construction (AC). Federal funds are currently not available; however it is anticipated that they will become available later in the current federal fiscal (FY) year (2010) or possibly FY 2011. If for any reason federal funds do not become available, the City of Fargo will be responsible for all project costs.

- 3) Federal funds are for construction costs only.

- 4) Federal funds can only be used for those items necessary for the construction of the shared use path and pedestrian bridge.

- 5) Any modifications to existing access or proposed additional access now or in the future to 36th Street must be coordinated through the NDDOT's Fargo District Office.

- 6) Fargo is responsible for all maintenance activities necessary for the upkeep of this facility. Activities within the ditch that involve items such as alteration of the ditch bottom or changes in pipe elevations must be coordinated with the NDDOT's Fargo District Office.

W

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5640-05 Type: Engineering Services Contract

Location: 42nd Street South at Barnes & Noble Date of Hearing: 4/13/10

Routing	Date
City Commission	4/19/10
PWPEC File	X
Project File	Cody Eilertson, Jeremy Gorden
Petitioners	
David W. Johnson	

The Committee reviewed the attached summary of proposed improvements on 42nd Street South prepared by Jeremy Gorden. One of the aspects of the proposed improvements consists of relocating the Barnes & Noble driveway approach to the south to align with the Hornbachers driveway located on the opposite side of 42nd Street. To accommodate the approach relocation, minor modifications to the Barnes & Noble parking lot are required. Jeremy requested approval to contract with Ulteig Engineers to complete Barnes & Noble site engineering services.

On a motion by Pat Zavoral, seconded by Bruce Grubb, the Committee voted to recommend approval of the Ulteig contract.

RECOMMENDED MOTION

Approve contract for Engineering Services with Ulteig Engineers in the amount of \$9,500 for the parking lot revision.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

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

COMMITTEE

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

ATTEST:

Signature of Mark H. Bittner for M&B, City Engineer

Memo

April 13, 2010

To: PWPEC

From: Jeremy Gorden, P.E. *Jmg*
Senior Engineer, Transportation

Subject: Contract with Ulteig Engineers, Inc. for Site Work associated with 42nd Street Mill & Overlay Project

I have attached a contract with Ulteig Engineers, Inc. for site work associated directly related to our Mill & Overlay project slated to occur along 42nd St in the next month.

The Engineering Department, over the past number of years, has identified 5 existing condition items that we've wanted to correct with this project. They are as follows:

1. The pavement surface is in poor to bad condition.
2. The sharp "S" curve at the intersection at 2nd Ave S is not comfortable to drive through.
3. There are inefficient lane configurations at 9th Ave S for left turning vehicles on all approaches.
4. There are awkward left turn movements for the Hornbacher's/Barnes & Noble Bookstore driveways.
5. The road design is overly designed for existing traffic volumes and projected future traffic volumes.

Each of these items has a proposed solution. There are as follows:

1. Mill & overlay the surface 2" to provide an excellent ride and to protect the integrity of the entire paving section for future years.
2. Lengthen the "S" curve by acquiring some of the Xcel Energy property in the northeast quadrant.
3. Add exclusive left turn lanes on 9th Ave S and add left turn arrows on each approach.
4. Consolidate/relocate the existing driveway into Barnes & Noble Bookstore to line up directly across from the Hornbacher's Driveway so that cars are opposite one another as opposed to the current configuration.
5. Reduce the through lanes from 2 to 1 and add a center left turn lane between Main Ave and 9th Ave S (3-lane section), and a hybrid 3-lane section between 9th Ave S and 13th Ave S with a 2nd northbound lane that drops at 9th Ave S.

This contract for Ulteig will address #4 on the list, city staff has addressed the rest. I have attached an existing condition map and a proposed configuration map for your review. We have wanted to correct this offset left for quite some time. I contacted the property owner back in December and they have been open to the idea of consolidating/relocating their

driveway to line it up with the Hornbacher's driveway. The plan would be for us to construct the new driveway and remove the existing driveways that are on the city Right-of-Way with our paving contractor on the project. We then would have Ulteig design and administer the work that would need to be done on the Barnes & Noble Bookstore site to match what we have in mind. Ulteig will put together a cost estimate for work on the site, and I have stated to them that we would fund the improvements in their lot that are directly related to our request. This contract would lead us down the path to improving the operations on 42nd Street.

I recommend approval of this contract to allow Ulteig to begin laying out the design for the changes to the parking lot.



3350 38th Ave. S.
Fargo, ND 58104

Tel 701-280-8700
Fax 701-280-8701

www.ulteig.com

April 12, 2010

JEREMY M. GORDEN, P.E.
SENIOR ENGINEER - TRANSPORTATION
CITY OF FARGO TRAFFIC ENGINEERING
200 3RD ST N, FARGO, ND 58102

RE: BARNES & NOBLE
FARGO, NORTH DAKOTA

Dear Mr. Gorden:

I want to thank you for asking Ulteig Engineers, Inc. ("Ulteig") to provide this agreement for engineering services (the "Agreement") in connection with the above-referenced Project for GreyWolf Partners, Inc. (the "Client"). We are pleased to have the opportunity to be of service to you. Clear and timely communication is important and we want to state our understanding of the Project, as well as the terms and conditions of Ulteig's and your (together, the "Parties") Agreement.

1. SERVICES

We will provide engineering and survey services for you in connection with the Project. The scope of our services will be limited to those items set forth in Exhibit A to this Agreement (the "Services"). All other Services not specifically detailed in Exhibit A shall be considered "Additional Services," and, unless otherwise agreed, shall entitle Ulteig to additional compensation calculated on an hourly basis under Ulteig's current fee schedule in effect. The Fees set forth below are based on the Services set forth in Exhibit A, the assumption that our Services will be authorized within thirty (30) days, and that others will not significantly delay us beyond any required Schedule.

2. FEES

You agree to pay us our usual and customary hourly rates for providing the Services. A copy of our current rate sheet is attached as Exhibit B. Ulteig's hourly rates are subject to adjustment from time to time and may be affected by factors such as unusual time constraints and overall value of the Services. We estimate the cost of these services to be approximately \$9500.00 based on the scope of services listed in Exhibit A.

3. REIMBURSABLE EXPENSES

Reimbursement for certain items, such as travel expenses, photocopying and computerized research are not included in our Fees. These expenses, if incurred, will be advanced by us, and then billed to you.

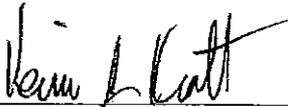
4. TERMS AND CONDITIONS

This Agreement includes and incorporates by reference Ulteig's current Standard Terms and Conditions for Professional Services which can be found at <http://www.ulteig.com/standardtermsandconditions.aspx>. These Terms and Conditions shall apply as if fully set forth in this Agreement. By your signature below you agree and consent to such Terms and Conditions and acknowledge that you understand that such Terms and Conditions are part of this Agreement.

We look forward to working with you on this matter. We appreciate your confidence in us and the opportunity to serve you. If you have questions please feel free to call me at 701-280-8500. If this Agreement meets with your approval, please sign and date below and this Agreement shall be effective as of the date of your execution (the "Effective Date").

Sincerely,

ULTEIG ENGINEERS, INC.



Kevin J. Knoff
Associate Vice President

APPROVED AND AGREED

COMPANY/INDIVIDUAL NAME

City of Fargo

Dennis R. Walaker

AUTHORIZED REPRESENTATIVE'S
PRINTED NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mayor

AUTHORIZED REPRESENTATIVE'S TITLE

4/19/10

DATE

SCOPE OF SERVICES.

Basic Survey Services including the following.

- I. Perform Topographic survey of a portion of the property to include the following items;
 - A. Establish two benchmarks.
 - B. Contours at 1 foot intervals.
 - C. Spot elevations at a 50 foot minimum spacing along curbs, sidewalks and pavement edges on entire parking areas as well as along 42nd street.
 - D. Location of visible improvements that tie to area such as building, building entrance, signs, light poles and pavement.
 - E. Locate public water utilities including gate valves, water mains and hydrants.
 - F. Locate sanitary and storm sewer improvements and structures including manholes catch basins and culverts including horizontal and vertical location and inverts.
 - G. Locate underground utilities marked after request of ND one call has been fulfilled for site.

Basic Civil Site Engineering Services including the following.

- II. Preparation of Construction Documents.
 - A. Construction Drawings.
 1. Site Demolition Plan.
 - a) Removals of existing site pavements and relocation of existing light poles necessary for site improvements.
 2. Site Grading and Paving Plan.
 - a) Final site layout of new paving, striping, and site lighting relocation.
 - b) Finish grade elevations of pavements and finish surfaces.
 3. Site Details Plan.
 - a) Construction details relative to the above design elements.
 - B. Bidding and Contracting Documents.
 1. Provide Bidding and Contracting Documents in accordance with the Engineers Joint Contract Documents Committee based on Owner provided information relative to insurance and miscellaneous contract requirements.
 - C. Technical Specifications.
 1. Provide Technical Specification relative to the construction drawings for Divisions 1 through 33 in 2004 Masterformat.
 - D. Issue Addenda during the bidding phase as appropriate to clarify, correct, or change the site related Construction Documents.
 - E. Coordinate all work listed above with the proposed 42nd Street Improvements performed by the City of Fargo.

EXHIBIT B



**ULTEIG ENGINEERS, INC.
2010 Hourly Rate Schedule**

CLASSIFICATION	HOURLY RATE
Principal	\$180.00
Senior Engineer	\$150.00
Lead Engineer	\$136.00
Engineer	\$125.00
Design Engineer	\$115.00
Graduate Engineer	\$96.00
Right-of-Way Manager	\$128.00
Senior Right-of-Way Specialist	\$104.00
Lead Right-of-Way Specialist	\$94.00
Right-of-Way Specialist II	\$85.00
Right-of-Way Specialist I	\$75.00
Senior Land Surveyor	\$128.00
Land Surveyor	\$102.00
Senior Survey Crew Chief	\$90.00
Survey Crew Chief	\$80.00
Surveyor Technician II	\$70.00
Surveyor Technician I	\$60.00
Senior Engineering Technician	\$112.00
Lead Engineering Technician	\$100.00
Engineering Technician	\$90.00
CADD Tech II	\$80.00
CADD Tech I	\$75.00
Senior GIS Analyst	\$128.00
Lead GIS Analyst	\$114.00
GIS Analyst	\$100.00
GIS Technician II	\$88.00
GIS Technician I	\$78.00
Planning Manager	\$128.00
Senior Planner	\$114.00
Lead Planner	\$103.00
Planner II	\$92.00
Planner I	\$81.00
Senior Staff Support	\$134.00
Staff Support Lead	\$98.00
Staff Support	\$80.00
Clerical	\$65.00

All subcontractors & sub consultants engaged by us on behalf of the client will be billed at cost plus ten percent.

Car/Pickup	IRS rate/Mile
CADD/Engineering Computer	\$11.00/Hour
Printing: Plan Sheet Prints (Black and White)	\$1.00/Sq Ft
Plan Sheet Prints (Color)	Per Project Basis
8 1/2 x 11 Sheet Copying (Black and White)	\$0.20/Each
8 1/2 x 11 Sheet Copying (Color)	\$0.50/Each
Subsistence, Postage/Messenger and Miscellaneous Out-of-Pocket	At Cost

"For additional project related services, such as: software development, network and system design, IT consulting, market analysis, training, administrative or general support services, please contact your Ulteig representative for capabilities and rates"



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

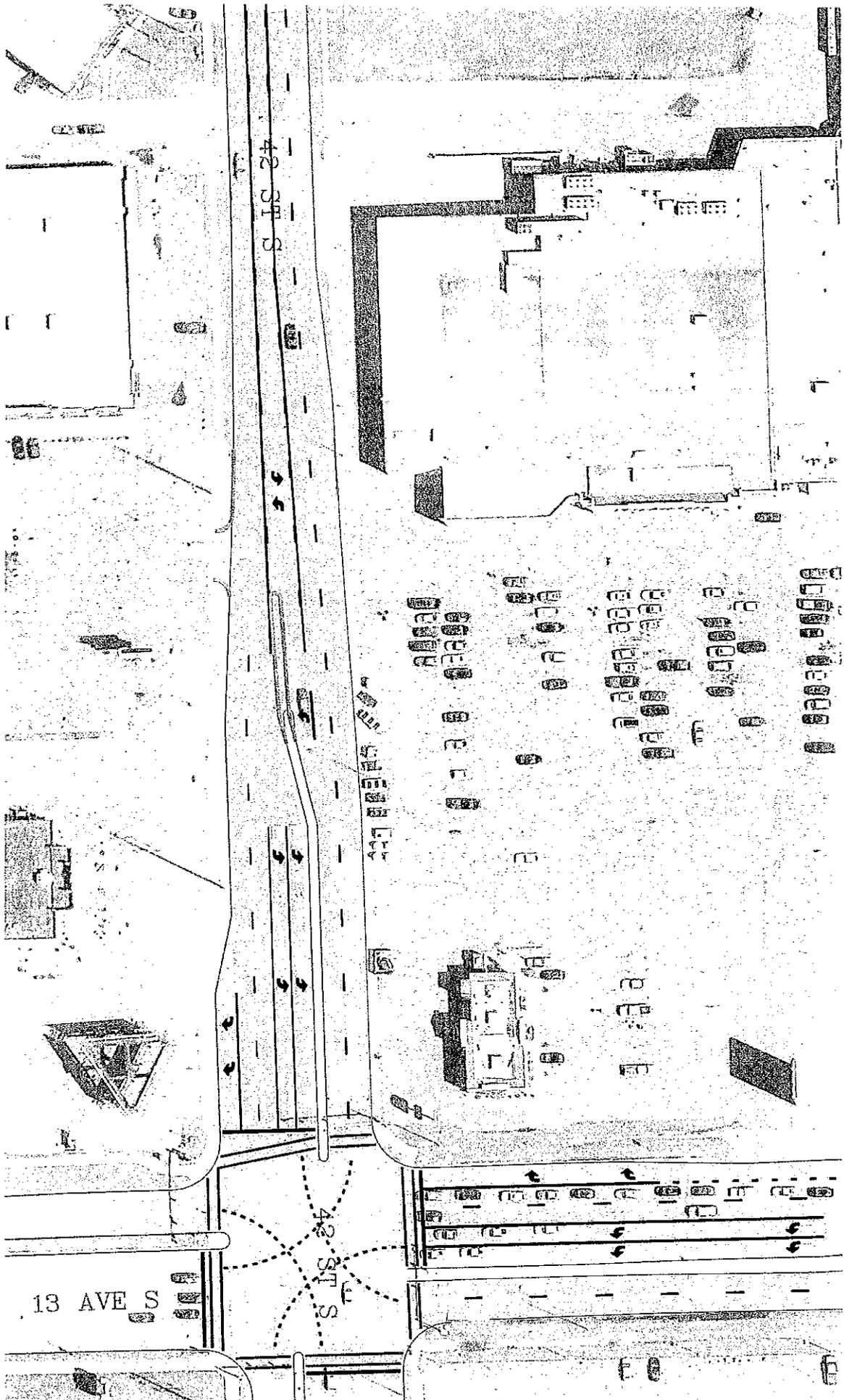
Ornbacher's/Barnes & Noble Driveway



1:660

04-07-2010

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



(X)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5683-06 Type: Engineering Services Contract
Amendment No. 1

Location: FM Metro Flood Control Feasibility Study Date of Hearing: 4/13/10

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/19/10</u>
PWPEC File	<u>X</u>
Project File	<u>April Walker</u>
Petitioners	<u> </u>
David W. Johnson	<u> </u>

The Committee reviewed the accompanying engineering services contract amendment for TKDA on the FM Metro Flood Study. The added services are associated with updating the BNSF crossing structures over the ND Diversion along with updating cost estimates.

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

RECOMMENDED MOTION

Approve Contract Amendment in the amount of \$32,500 for TKDA on Project No. 5683-06.

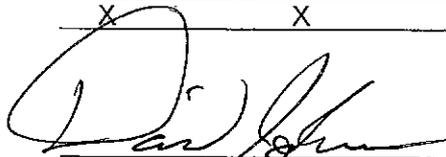
PROJECT FINANCING INFORMATION:

Recommended source of funding for project:	Flood Sales Tax Possible Corps of Engineers 50% cost share	Yes No
Developer meets City policy for payment of delinquent specials		<u>N/A</u>
Agreement for payment of specials required of developer		<u>N/A</u>
50% escrow deposit required		<u>N/A</u>

COMMITTEE

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

ATTEST:

 (for MHB)
 Mark H. Bittner
 City Engineer

Page 146
Mark Bittner

From: Annette D. Hilger [annette.hilger@tkda.com]
Sent: Tuesday, April 06, 2010 12:38 PM
To: Mark Bittner; Aaron.M.Snyder@usace.army.mil
Cc: Joshua R.L. Collins; James E. Hoschka; Chris Rand; Kathleen M. Siedschlag; Macey L. Cox
Subject: City of Fargo - Railroad Bridge and Yard Cost Estimate Review SA 1 (0014614.000)
Attachments: Bridge-Yard-Cost-Estimate-Review_SA1-ltr.pdf

Re: Supplemental Agreement No. 1 for Engineering Services
Railroad Bridge and Yard Cost Estimate Review
City of Fargo, North Dakota
TKDA Project No. 0014614.000

Transmitting our Supplemental Agreement No. 1 for additional services on the referenced project. This is a SIGNED PDF and is the only submittal provided. If you desire an original ink signature document, please advise. If you have any questions, please contact Josh Collins at (651) 292-7920 or josh.collins@tkda.com.

Annette Hilger
Contracts Manager
phone: (651) 292-4500
fax: (651) 292-0083
e-mail: annette.hilger@tkda.com

TKDA
444 Cedar Street, Suite 1500
Saint Paul, Minnesota 55101
www.tkda.com

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444 Cedar Street, Suite 1500
Saint Paul, MN 55101

(651) 292-4400
(651) 292-0083 Fax
www.tkda.com

April 6, 2010

Mr. Mark Bittner
City of Fargo
200 3rd Street North
Fargo, North Dakota 58102

Re: Supplemental Agreement No. 1 for Engineering Services
Railroad Bridge and Yard Cost Estimate Review
City of Fargo, North Dakota
TKDA Project No. 0014614.000

Dear Mr. Bittner:

Pursuant to communications with you, we propose to provide Additional Engineering Services to the City of Fargo in connection with the Railroad Bridge and Yard Cost Estimate Review. This Supplemental Agreement No. 1, made and entered into as of the date formalized at the end of this Agreement, amends the original Agreement dated March 3, 2010, for the Project, as hereinafter stated:

- A. Add the following tasks under SECTION II.A - COST ESTIMATE REVIEW:
5. Review and update four (4) North Dakota railroad bridge estimates provided by USACE or others as specified by the CLIENT.
 6. Survey top of rail elevations at each of the North Dakota railroad bridge sites to verify low cord elevations and number of span quantities provided by USACE or others.
 7. Arrange flagging services with BNSF for two (2) days on-site in ND. Costs for flagging are included in TKDA's fees.
- B. Add the following tasks under SECTION II.B - CONTINUOUS YARD BRIDGE CONSTRUCTION ESTIMATE:
7. Attend one (1) meeting with BNSF at their Northtown offices to discuss bridge construction and shoofly layouts.
 8. Provide shoofly layouts and estimates for the four (4) North Dakota bridge locations.
 9. Provide written staging description of bridge construction.

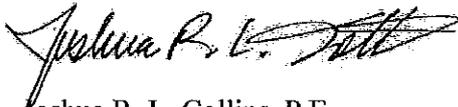
Mr. Mark Bittner
City of Fargo
Supplemental Agreement No. 1 for Engineering Services
Railroad Bridge and Yard Cost Estimate Review
April 6, 2010
Page 2

- 10. Attend one (1) additional meeting in Fargo, North Dakota, to review the estimates with the CLIENT, USACE, Railroads, and other entities as requested by the CLIENT.
- C. Under SECTION V - PERIOD OF SERVICE, the completion of services shall be extended an additional 45 days beyond the effective date of this Supplemental Agreement No. 1.
- D. Under SECTION VI - COMPENSATION, replace the first paragraph with the following:

Compensation to TKDA for services provided under SECTION II shall be on an Hourly Time and Materials basis as described in Article 3 of the General Provisions for an amount not to exceed \$75,200. This reflects compensation of \$32,500 for this Supplemental Agreement No. 1 added to the original agreement amount of \$42,700.

We thank you for the opportunity to submit this Supplemental Agreement No. 1 and are willing that this letter and attachments constitute a supplement to our original Agreement upon its signature by an authorized official of the City of Fargo and the return of a signed original to us.

Sincerely,



Joshua R. L. Collins, P.E.
Project Manager



William E. Deitner, P.E.
CEO

ACCEPTED FOR THE CITY OF FARGO, NORTH DAKOTA

By _____
Dennis R. Walaker

Title Mayor _____

Date 4/19/10 _____

JRLC:WED:adh

From: Snyder, Aaron M MVP [Aaron.M.Snyder@usace.army.mil]
Sent: Wednesday, April 07, 2010 7:51 AM
To: Mark Bittner
Cc: Bob Zimmerman; Evans, Craig O MVP
Subject: RE: City of Fargo - Railroad Bridge and Yard Cost Estimate Review SA 1 (0014614.000)

Mark - This is acceptable to us, but as with the other contracts to this point, it may be at full city expense.

Let me know if you have any questions or if you authorize them to proceed.

Thanks,
Aaron

Aaron M. Snyder
USACE Planner and Project Manager, PMP
MVD Plan Formulation Regional Technical Specialist
651-290-5489
612-518-0355 (Cell)
Aaron.M.Snyder@usace.army.mil

-----Original Message-----

From: Annette D. Hilger [mailto:annette.hilger@tkda.com]
Sent: Tuesday, April 06, 2010 12:38 PM
To: mhbittner@ci.fargo.nd.us; Snyder, Aaron M MVP
Cc: Joshua R.L. Collins; James E. Hoschka; Chris Rand; Kathleen M. Siedschlag; Macey L. Cox
Subject: City of Fargo - Railroad Bridge and Yard Cost Estimate Review SA 1 (0014614.000)

Re: Supplemental Agreement No. 1 for Engineering Services

Railroad Bridge and Yard Cost Estimate Review

City of Fargo, North Dakota

TKDA Project No. 0014614.000

Transmitting our Supplemental Agreement No. 1 for additional services on the referenced project. This is a SIGNED PDF and is the only submittal provided. If you desire an original ink signature document, please advise. If you have any questions, please contact Josh Collins at (651) 292-7920 or josh.collins@tkda.com <<mailto:josh.collins@tkda.com>> .

Annette Hilger
Contracts Manager
phone: (651) 292-4500
fax: (651) 292-0083
e-mail: annette.hilger@tkda.com
TKDA
444 Cedar Street, Suite 1500

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4

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5747-22 Type: Change Orders
5747-23 Demolition, Site Restoration & Incidentals

Location: City Wide Date of Hearing: 2/16/2010

Routing Date
City Commission 4/19/10
PWPEC File X
Project File Rob Hasey
Petitioners
David W. Johnson X

The Committee reviewed the correspondence submitted by Rob Hasey and discussed the merits of proceeding with the demolition of these 17 structures:

- Project #5747-22: 40 North Terrace, 42 North Terrace, 44 North Terrace, 1334 South River Road, 1342 South River Road, 1522 South River Road, 201 Lindenwood Drive
Project #5747-23: 503 Southwood Drive, 510 Southwood Drive, 618 Southwood Drive, 814 Southwood Drive, 701 Harwood Drive, 3602 River Drive, 3610 River Drive, 3618 River Drive, 3626 River Drive, 3632 River Drive

Due to the time constraints of the anticipated possible spring flood event, the Committee agreed that it made sense to "fast track" these demolitions and avoid spending resources to protect them in a flood event. The change order amounts for Project 5747-22 and 5747-23 are estimated to be \$425,000 and \$670,000, respectively.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee recommended approval of the change orders to include the demolition of these 17 structures to the existing contracts that are currently in place on 5747-22 and 5747-23.

RECOMMENDED MOTION

Approve change orders to Projects 5747-22 and 5747-23 to include the above 17 structures.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Sales Tax

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, 50% escrow deposit required.

COMMITTEE

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

Table with 4 columns: Present, Yes, No, Unanimous. Shows attendance for Norm Scott, Dave Johnson, and David W. Johnson.

ATTEST:

Signature of David W. Johnson, Deputy City Engineer

Project No: 5747-22
 Date Entered: 02/12/2010
 Date Printed: 04/08/2010

Chg Ord No: 1
 For: Industrial Builders, Inc.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

Pre 2010 flood demolition of acquired structures

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Est Price
3	10001	Extra Item - Asbestos Abatement	EA		0.00	0.00	1.00	1.00	10,890.00	10,890.00
3	10002	Extra Item - Temp sewer service termination	EA		0.00	0.00	3.00	3.00	725.00	2,175.00
3	10003	Extra Item - Clay levee placement	CY		0.00	0.00	3,885.00	3,885.00	12.90	50,116.50
3	10004	Extra Item - Demolition (7 structures)	LS		0.00	0.00	1.00	1.00	120,430.00	120,430.00
3	10005	Extra Item - Clay backfill	CY		0.00	0.00	2,539.10	2,539.10	5.75	14,599.83
3	10006	Extra Item - Temp sewer service termination	EA		0.00	0.00	3.00	3.00	300.00	900.00
3	10007	Extra Item - Remove fuel tank	LS		0.00	0.00	1.00	1.00	1,500.00	1,500.00
3	10008	Extra Item - Tree removal (2-4")	EA		0.00	0.00	2.00	2.00	200.00	400.00
3	10009	Extra Item - Tree removal (4-6")	EA		0.00	0.00	1.00	1.00	400.00	400.00
Storm Sewer Sub Total										201,411.33
59	1000	Mobilization	LS		0.00	0.00	9.00	9.00	3,000.00	27,000.00
Demolition Sub Total										27,000.00
Total:										228,411.33

Source of Funding: Flood Sales Tax

Net Amount Change Order 1: \$228,411.33
 Previous Change Orders: \$0.00
 Original Contract Amount: \$125,566.00
 Total Contract Amount: \$353,977.33

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

APPROVED:

APPROVED:




City of Fargo Engineer

For Contractor

PAUL DIEDERICH

Mayor

President

Title

Attest

Project No: 5747-23
 Date Entered: 04/06/2010
 Date Printed: 04/14/2010

Chg Ord No: 1
 For: Industrial Builders, Inc.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

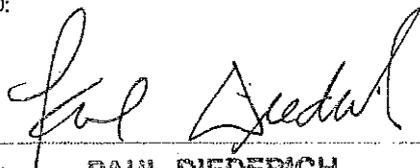
Pre 2010 flood demolition of acquired structures

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
3	10001	Extra Item - Asbestos Abatement	EA		0.00	0.00	1.00	1.00	110.00	110.00
3	10002	Extra Item - Temp sewer service termination	EA		0.00	0.00	4.00	4.00	725.00	2,900.00
3	10003	Extra Item - Clay levee placement	CY		0.00	0.00	7,175.00	7,175.00	12.90	92,557.50
3	10004	Extra Item - Demolition (10 structures)	LS		0.00	0.00	1.00	1.00	234,260.00	234,260.00
3	10005	Extra Item - Clay Backfill	CY		0.00	0.00	7,846.50	7,846.50	6.75	52,963.88
3	10006	Extra Item - Temp sewer service termination	EA		0.00	0.00	8.00	8.00	300.00	2,400.00
3	10007	Extra Item - Tree removal (2-4")	EA		0.00	0.00	4.00	4.00	200.00	800.00
3	10008	Extra Item - Tree removal (6-10")	EA		0.00	0.00	1.00	1.00	600.00	600.00
3	10009	Extra Item - Tree removal (>15")	EA		0.00	0.00	2.00	2.00	1,200.00	2,400.00
Storm Sewer Sub Total										388,991.38
59	1000	Mobilization	LS		0.00	0.00	10.00	10.00	3,000.00	30,000.00
Demolition Sub Total										30,000.00
Total:										418,991.38

Source of Funding:
 Net Amount Change Order 1: \$418,991.38
 Previous Change Orders: \$0.00
 Original Contract Amount: \$89,980.00
 Total Contract Amount: \$508,971.38

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

APPROVED:

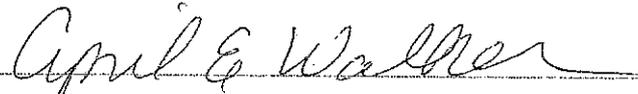


For Contractor **PAUL DIEDERICH**

President

Title

APPROVED:



City of Fargo Engineer

Mayor

Attest



Memorandum

To: PWPEC
From: Rob Hasey, Storm Sewer Utility Engineer RH
Date: 2/12/2010
Re: Project #5747-22 & #5747-23 Demolition, Site Restoration & Incidentals

Due to the potential for flooding this upcoming spring, the Engineering Department would like to proceed with the demolition of the remaining seventeen flood prone homes that were acquired this past year. The demolition of these homes will reduce the efforts needed to construct temporary protection measures behind these homes. Since it is necessary to fast track the demolitions of these structures, and because we already have two contracts in place for the demolition of seven structures, we are proposing to change order in the remaining seventeen structures into the two contracts already in place. The following is a list of the seventeen homes and the associated project they would be change ordered into:

Project #5747-22

40 North Terrace
 42 North Terrace
 44 North Terrace
 1334 South River Road
 1342 South River Road
 1522 South River Road
 201 Lindenwood Drive

Project #5747-23

503 Southwood Drive
 510 Southwood Drive
 618 Southwood Drive
 814 Southwood Drive
 701 Harwood Drive
 3602 River Drive
 3610 River Drive
 3618 River Drive
 3626 River Drive
 3632 River Drive

The basements for these properties will be backfilled for this upcoming spring's flood. The contractor will also bring in additional clay to construct clay berms on top of the lots. Since the basements and berms will be backfilled during frozen ground conditions, we will have to remove the clay from the basements and berms, and recompact and grade them once the ground becomes thawed. The berms will become permanent once they are compacted. At a minimum, we hope to be constructing them to a river level of 42-feet, however some lot's existing topography may not allow for that elevation to be achieved.

The change order amounts for Project #5747-22 and #5747-23 are estimated to be \$425,000 and \$670,000, respectively.

Source of funding: Flood Sales Tax (100%)

(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 Project as it will appear in the Contract:

Street Flood Repairs & Incidentals

Project No. 5900

Call For Bids April 19, 2010

Bid Opening Date May 12, 2010

Completion Date September 1, 2010

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

Project Engineer Nathan Boerboom

Phone No. 476-6743

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

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

STREET FLOOD REPAIRS & INCIDENTALS

PROJECT NO. 5900

Nature & Scope

This project is to complete repairs to multiple roadways that were damaged during the spring 2009 flood. The repairs consist of mill and overlays, full depth asphalt and base replacement, and an asphalt bike trail replacement. Also included in this project is the replacement of the El Zagal Shriners parking lot, which was damaged from the staging operations of the National Guard during the 2009 flood.

Purpose

The purpose of this project is to repair the City's streets to their condition prior to the 2009 spring flood.

Feasibility

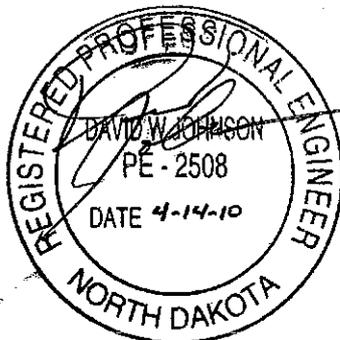
The estimated cost of construction is \$1,000,000.00. The project will be funded from flood repair funds. A breakdown of costs is as follows:

Repair Construction Cost:	\$ 1,000,00.00
Plus 12% Engineering and Administration Fees:	\$ 120,000.00
Plus 10% Contingency:	\$ 100,000.00
Plus 5% Miscellaneous:	\$ 50,000.00
Total Estimated Cost:	\$1,270,000.00

Funding

Federal Public Assistance (PA) – 75% of Construction Cost	\$ 703,191.00
NDDDES – 22% of Construction Cost	\$ 206,269.00
Special Assessment to El Zagal Shriners	\$ 15,603.00
City Flood Sales Tax – Remaining Project Balance	\$ 344,937.00

We believe this project to be cost effective.



(Handwritten Signature)
 David W. Johnson
 Deputy City Engineer

April 2010

PETITION FOR PAVEMENT CONSTRUCTION/REPAIR

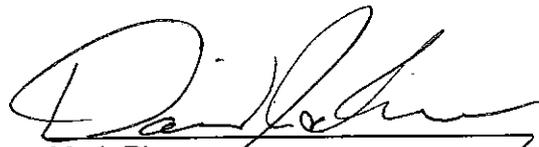
EL ZAGAL TEMPLE AAONMS _____ :

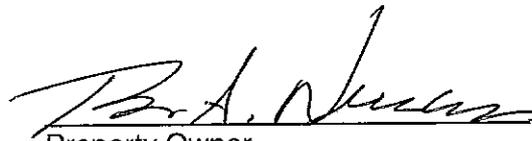
owners of the following-described real property located within the City of Fargo, Cass County, North Dakota:

Lot: E 148.96 FT of 1 & E 148.96 FT of N 118.80 FT of 2 as Originally Platted,
Less a PT Platted as El Zagal Addition
Block: 3
Addition: El Zagal Park
Street Address: 1425 3rd Street N
Parcel # 01-0760-00011-000
Project # 5900 (Site 5)

That they request and petition the City of Fargo to construct/repair their parking lot located adjacent to the above-referenced property, and to assess the costs of such construction/repair to petitioner's property pursuant to statute and City policy. Petitioner hereby specifically waives notice and right to protest. The amount to be assessed to above-referenced property shall be twenty-five percent (25%) of the final construction cost minus the total reimbursement amount from the Project Worksheet CsFar2C, which was written for Disaster 1829. Estimated reimbursement total for CsFar2C is \$22,586.00.

Total estimated cost of repair: \$82,467.00


Mark Bittner (for m#B)
City Engineer


Property Owner
Potentate (President) EL ZAGAL Shrine
Bruce Neeson