

FARGO CITY COMMISSION AGENDA  
Monday, January 11, 2010 - 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 28, 2009).

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

- a. Take the following action in regard to Ordinances:
  - (1) 1st reading of an Ordinance Relating to Secondhand Goods Dealers.
  - (2) 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain parcels of Land Lying in Hector's Subdivision; 1st reading, 12/28/09.
- b. Notification that Jefferson Lines no longer wishes to lease space at the GTC.
- c. Receive and file Summons and Complaint in the matter of Lyle Henderson vs. David Cochran and the City of Fargo.
- d. Appointment of Brandie Dixon as a special police officer for NDSU.
- e. Resolution Authorizing Officers to Make Deposits and Withdrawals and approval of designated depositories.
- f. Three-year extension of operating contract with Parking Service for operation of the City's parking facilities.
- g. Change Order No. 7R2 for an increase of \$10,346 for the US Bank demolition project.
- h. Agreement with FM Ambulance for H1N1 vaccinations.
- i. Purchase of Service Agreement with the North Dakota Department of Health to direct tuberculosis screening activities (CFDA #93.116).
- j. Applications for property tax exemptions for improvements made to buildings:
  - (1) Joe and Lisa Nicholas, 1122 6th Street South (5 year).
  - (2) Steven and Marguerite Lorz, 61 - 16 1/2 Avenue North (5 year).
  - (3) Stephen and Kathleen Shiels, 1134 1st Street North (5 year).
  - (4) William Burchill, 1524 2nd Street North (5 year).
  - (5) Laurie Schlenker, 1112 9th Avenue South (5 year).
  - (6) John and Shirley Carbo, 1506 15th Street South (5 year).
  - (7) Jon and Carol Kauffman, 1524 1st Avenue South (5 year).
  - (8) James and Wendy O'Meara, 2855 Westgate Drive South (3 year).

Applications for Games of Chance:

- (1) Francis J. Beaton Chapter 1, Disabled American Veterans for a raffle on 5/27/10.
- (2) Muskies, Inc. F-M Chapter for a raffle on 2/5/10.
- (3) Make-A-Wish Foundation of North Dakota for a raffle on 2/1/10.

- l. Purchase Agreements – Temporary Construction Easements in connection with Improvement District No. 5700:
  - (1) Town & Country Credit Union.
  - (2) Woodhaven Development, LLP.
  - (3) Synergy Real Estate Investment, LLC.
  - (4) State Bank & Trust.
  - (5) Freedom Community Credit Union.
- m. Local cost share in the amount of \$358,939.23 for supplemental engineering services for Improvement District No. 5601.
- n. NDDOT Cost Participation and Maintenance Agreement for Improvement District No. 5700.
- o. Fargo cost share of \$58,629.00 for Project No. 5852.
- p. Balancing Change Order No. 1 for an increase of \$2,906.16 for Project No. 5807-2.
- q. Bills.
- r. Balancing Change Order No. 1 for an increase of \$140,448.05 for Improvement District No. 5776.

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

1. Communication from the Police Chief recommending changes in the City's dog and cat Ordinances.
2. Communication from the City Auditor recommending changes in the City's taxicab Ordinance.
3. Communication from the City Attorney regarding a request for an Ordinance prohibiting semi-truck drivers from using compression brakes or "jake brakes".
4. Recommendation to reappoint Dr. Roger Gilbertson to the Renaissance Zone Authority.

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

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

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 25-3512 OF  
ARTICLE 25-35 OF CHAPTER 25  
OF THE FARGO MUNICIPAL CODE RELATING TO  
SECONDHAND GOODS DEALERS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

25-3512. Holding period.--Any item purchased by a licensee and defined in §25-3501 (~~E~~) (5) must not be sold or otherwise transferred for fourteen (14) days from the date of the transaction.

Section 2. Effective Date.

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

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

(SEAL)

Attest:

First Reading:  
Second Reading:  
Final Passage:

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

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN HECTOR'S SUBDIVISION TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of certain parcels of land lying in Hector's Subdivision to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 9, 2009; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 28, 2009,

NOW, THEREFORE,

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

Section 1. The following described property:

Part of Lot Thirteen (13), Hector's Subdivision, to the City of Fargo, Cass County, North Dakota, being further described as follows:

Beginning at the Northwest corner of Lot 13; thence North 89°28'49" East for 802.44 feet to the true point of beginning, thence North 89°28'49" East for 432.36 feet to the Northeast corner of Lot 13, thence South along the East line of Lot 13 to the Northerly right-of-way line of Burlington Northern Santa Fe railroad, thence Northwesterly along said right-of-way line of Burlington Northern Santa Fe railroad to a point being 1172.37 feet South of the North line of Lot 13 and the point of beginning, thence North 1172.37 feet to the point of beginning less the following tract: Beginning at the Northwest corner of Lot 13, thence North 89°28'49" East along the North line of Lot 13 for 802.44 feet to the point of beginning, thence continuing North 89°28'49" East along the North line of Lot 13 for 211.06 feet; thence South 00°47'58" West 277.00 feet; thence South 89°28'49" West, parallel with the North line of Lot 13 for 211.06 feet; thence North 00°47'58" East 277.00 feet to the point of beginning.

Containing 1.34 acres more or less and subject to all existing easements and rights-of-way,

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

is hereby rezoned from "AG", Agricultural, District to "LI", Limited Industrial, District.

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

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

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

(SEAL)  
Attest:

7  
8 \_\_\_\_\_  
9 Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:



**PLANNING AND DEVELOPMENT**

200 Third Street North  
Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

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

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

**MEMORANDUM**

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**TO: BOARD OF CITY COMMISSIONERS**

**FROM: PLANNING DIRECTOR JIM GILMOUR** 

**DATE: JANUARY 6, 2010**

**RE: LEASE OF GTC SPACE TO JEFFERSON LINES**

On October 5, 2009 the City Commission approved a lease with Jefferson Lines for space in the Ground Transportation Center. Jefferson Lines intended to operate their Fargo bus depot from this location.

Jefferson Lines changed their mind about the location and informed me that they are no longer interested in space in the Ground Transportation Center. The bus company instead leased space on 45th Street in Fargo.



COPY

**United States District Court**  
Southeastern Division - District of North Dakota

①

Lyle Henderson

**SUMMONS IN A CIVIL CASE**

v.

CASE NUMBER: 3:09-cv-81

David Cochran and the City of Fargo

TO: Above Named Defendant(s)

**YOU ARE HEREBY SUMMONED** and required to serve on

PLAINTIFF'S ATTORNEY (name and address)

Craig E. Johnson  
Johnson, Ramstad & Mottinger  
15 9th Street South  
Fargo, ND 58103  
701-235-7502

an answer to the complaint which is served on you with this summons, within **Twenty (20)** days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

ROBERT ANSLEY  
Clerk

September 3, 2009  
Date

/s/Leah Riveland-Foster  
By Deputy Clerk - Leah Riveland-Foster



UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NORTH DAKOTA  
SOUTHEASTERN DIVISION

LYLE HENDERSON	)	
	)	
PLAINTIFF,	)	Case No. <u>3:09-cv-81</u>
	)	
vs.	)	
	)	<b>COMPLAINT</b>
DAVID COCHRAN AND	)	
THE CITY OF FARGO	)	
	)	
DEFENDANTS.	)	
_____	)	

Plaintiff, Lyle Henderson, for his complaint against defendants, David Cochran and the City of Fargo, states as follows:

JURISDICTION

I.

This is an action for damages for unlawful violation of civil rights under 42 U.S.C.A. § 1983.

II.

Jurisdiction is invoked under 28 U.S.C.A. § 1331, which arises in part under the laws of the United States, including but not limited to 42 U.S.C.A. § 1983. This court has the authority to take jurisdiction over all other claims under the doctrine of supplemental jurisdiction.

VENUE

III.

Venue is proper under 28 U.S.C.A. § 1391.

**PARTIES**

IV.

Plaintiff, Lyle Henderson, is a citizen of the United States and was at all material times homeless.

V.

Defendant, Officer David Cochran (hereinafter "Cochran"), is a police officer employed by defendant City of Fargo (hereinafter "Fargo"), and was at all times material acting within the scope of his employment and under color of state law.

VI.

Fargo is a North Dakota municipal corporation, and is charged, inter alia, with the duty to supervise, manage and control its Police Department to prevent the violation of the civil rights of its citizens.

**FACTS**

VII.

On September 3, 2006, plaintiff, while extremely intoxicated fell asleep on the ground near an apartment building at 903 43rd Street South in Fargo, North Dakota.

VIII.

On September 3, 2006, Fargo police officer, David Cochran, was dispatched to 903 43rd Street South, in Fargo, North Dakota, for a report of a suspicious person laying on the ground near an apartment building.

## IX.

At the mentioned place, Cochran arrived and found Plaintiff sleeping on the ground with a blanket covering him.

## X.

Cochran removed the blanket and asked plaintiff to identify himself. Plaintiff identified himself as Lyle Henderson and then stood up.

## XI.

Cochran told plaintiff to leave the property where plaintiff was laying and walk to Cochran's squad car.

## XII.

Plaintiff was heavily intoxicated and had difficulty standing let alone walking at the time.

## XIII.

In response to repeated requests by Cochran to identify himself, plaintiff repeatedly told Cochran that his name was Lyle Henderson and gave Cochran his social security number.

## XIV.

As plaintiff was waiting for Cochran to complete a background check of him, Cochran approached plaintiff and without warning or provocation did a "leg sweep" to plaintiff, shattering plaintiff's left knee and tibia and causing both plaintiff and Cochran to fall to the ground.

## XV.

Following the "leg sweep" plaintiff was taken by FM

Ambulance to Meritcare Hospital where x-rays showed that plaintiff had suffered shattering fractures to his left knee and tibia that required surgery.

XVI.

As a direct and proximate result of the wrongful acts of defendant Cochran, plaintiff has sustained economic damages which are damages arising from medical expenses and medical care, rehabilitation services, loss of earnings and earning capacity, loss of income, loss of employment or business or employment opportunities, and other monetary losses.

XVII.

As a direct and proximate result of one or more of the wrongful acts of defendant Cochran, plaintiff has sustained non-economic damages which are damages arising from pain, suffering, inconvenience, physical impairment, disfigurement, mental anguish, emotional distress, fear of injury, humiliation, and other non pecuniary damage.

**COUNT I.**

**VIOLATION OF 42 U.S.C.A. § 1983 FOR THE USE OF EXCESSIVE FORCE**

Plaintiff Lyle Henderson incorporates by reference each of the allegations of the preceding paragraphs.

XVIII.

At all times material, defendant officer, David Cochran was on duty as a uniformed police officer and was acting in the scope of

his employment by defendant Fargo as a police officer for the city of Fargo and under color of state law.

XIX.

At all times material, Cochran had a duty under the Fourth Amendment to the Constitution of the United States and other laws to refrain from the use of excessive force in investigating any offense of which he suspected plaintiff may have been guilty and in taking plaintiff into custody.

XX.

Notwithstanding that duty, defendant Cochran wrongfully used excessive force on plaintiff causing him to sustain severe and permanent injury.

XXI.

Defendant Fargo, as a matter of policy and practice has failed to discipline, train or otherwise sanction its officers who violate the rights of citizens, thus encouraging its officer in this case to engage in the unlawful and actual conduct described above.

XXII.

Defendant Fargo, as a further matter of policy and practice, has failed to properly train defendant Cochran in this case, with respect to the constitutional, statutory and departmental limits of his authority, thus causing defendant Cochran to engage in unlawful and questionable conduct.

## XXIII.

The seizure and force perpetrated on plaintiff was without any legal right or law enforcement justification. There was no legitimate set of circumstances or information provided to justify the conduct of Cochran. Cochran's conduct evidenced a reckless and callous indifference to the federally protected rights of plaintiff. Specifically, Cochran violated the rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States.

## XXIV.

As a direct and proximate result of one or more of defendants wrongful acts or omissions to act, plaintiff sustained severe and permanent injury to plaintiff's person, and has incurred both economic and non-economic damages in an amount in excess of fifty thousand dollars (\$50,000.00), an exact amount of which will be established at trial.

## COUNT II.

**INTENTIONAL OR NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS AND  
NEGLIGENCE**

Plaintiff Lyle Henderson incorporates by reference each of the allegations contained in the preceding paragraphs.

## XXV.

Cochran's actions as outlined above were tortious, illegal, willful, wanton and or malicious and were a direct violation of

plaintiff's rights.

XXVI.

As a direct and proximate result of defendants tortious, illegal, willful, wanton and or malicious conduct, plaintiff has suffered severe and permanent injury to his person and has incurred both economic and non-economic damages in an amount in excess of fifty thousand dollars (\$50,000.00), an exact amount of which will be established at trial.

**COUNT III.**

**STATE LAW CLAIM FOR GROSS NEGLIGENCE OR WILLEFUL OR WANTON**

**MISCONDUCT**

Plaintiff Lyle Henderson incorporates by reference each of the allegations contained the preceding paragraphs.

XXVII.

At all times material, defendant officer, David Cochran, individually and as an agent, servant, and employee of defendant Fargo, had a duty to refrain from causing injury to plaintiff through gross negligence or willful or wanton misconduct.

XXVIII.

In breach of his duty to refrain from causing injury to plaintiff through his gross negligence or willful or wanton misconduct, defendant Cochran, as an agent, servant and employee of defendant Fargo, was guilty of one or more of the following grossly negligent and/or willful or wanton acts or omissions to

act, in that defendant:

(A) willfully or wantonly or with gross negligence struck plaintiff in the leg although defendant knew, or should have known, that such conduct posed an unreasonable risk of causing serious injury to plaintiff;

(B) willfully or wantonly or with gross negligence dropped plaintiff onto the ground although defendant knew, or should have known, that such conduct posed an unreasonable risk of causing serious injury to plaintiff; and

(C) willfully or wantonly or with gross negligence or recklessly used excessive force causing plaintiff injury although defendant knew, or should have known, that such conduct posed an unreasonable risk of causing serious injury to plaintiff.

XXIX.

As a direct and proximate result of one or more of defendants' wrongful acts or omissions to act, plaintiff sustained severe and permanent injury to plaintiff's person, and has incurred both economic and non-economic damages in an amount in excess of fifty thousand dollars (\$50,000.00), an exact amount of which will be established at trial.

COUNT IV.

**VICARIOUS LIABILITY**

Plaintiff Lyle Henderson incorporates by reference each of the

allegations contained in the preceding paragraphs.

XXX.

Fargo is jointly and severally liable for the tortious and illegal conduct of defendant Cochran under the doctrine of respondeat superior and/or the restatement (second) of agency because, among other reasons, the tortious and illegal conduct of Cochran was related to Cochran's duties and occurred within work related limits of time and space.

#### COUNT V.

#### PUNITIVE DAMAGES

Plaintiff Lyle Henderson incorporates by reference each of the allegations contained in the preceding paragraphs.

XXXI.

Punitive damages are allowed where defendants act with reckless or callous disregard of or indifference to the safety of others. *Smith v. Wade* 461 U.S. 30 (1983).

WHEREFORE, plaintiff demands judgment against the defendants for the recovery of reasonable damages in an amount greater than fifty thousand dollars (\$50,000.00), together with statutory prejudgment interest, costs, disbursements, punitive damages, and reasonable attorney's fees in the prosecution of this action and such other and further relief as this court deems just and equitable.

Dated this 1st day of September, 2009.

JOHNSON, RAMSTAD & MOTTINGER  
LAW OFFICE, PLLP.

By   
Craig E. Johnson (Lic. #135641)  
A Member of the Firm  
15 9<sup>th</sup> Street South  
Fargo, ND 58103  
Tele. 701-235-7501  
Fax 701-235-8906  
Attorneys for Plaintiff

<b>RETURN OF SERVICE</b>		
Service of the Summons and Complaint was made by me <sup>1</sup>	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served: _____ _____		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____		
<input type="checkbox"/> Returned unexecuted: _____ _____ _____		
<input type="checkbox"/> Other (specify): _____ _____		
<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL
<b>DECLARATION OF SERVER</b>		
<p style="text-align: center;">I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p>		
Executed on _____	_____	
Date	Signature of Server	
_____		
Address of Server		

<sup>1</sup> As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.



d

Office of the Chief of Police

January 5, 2010

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

RE: Appointment of NDSU Police Officers in Accordance with  
Municipal Ordinance #5-0104

Dear Commissioners:

At the request of Mr. Ray Boyer, Director of NDSU Police & Safety Office, and in accordance with the Fargo Municipal Ordinance #5-0104, I am submitting the name of one individual for appointment as "special police officer" for NDSU:

Brandie Dixon

**Recommendation:**

*Approve the appointment of Brandie Dixon as a special police officer for NDSU.*

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

Sincerely,

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

Keith A. Ternes  
Chief of Police



**MEMORANDUM**

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**TO: Board of City Commissioners**

**FROM: Steven Sprague, City Auditor**

**SUBJECT: Designated Depositories**

**DATE: December 28, 2009**

At this time I would like to designate all financial institutions and brokerage firms located in the City of Fargo as designated depositories of the City of Fargo. Also, it is time to renew the authorized signors of public funds.

Copies of the updated resolution will be forwarded to financial institutions located in the City.

If you have any questions, please call me at 241-1301

**Recommended Motion:**

**Approve the Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.**

**CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS**

**WHEREAS**, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

**NOW THEREFORE BE IT RESOLVED**, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Dennis Walaker, Mayor; Kent Costin, Director of Finance, Sharon Plecity, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Kent Costin.

**BE IT FURTHER RESOLVED**, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

**BE IT FURTHER RESOLVED**, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

**BE IT FURTHER RESOLVED**, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

**WE FUTHER CERTIFY**, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 11<sup>th</sup> Day of January, 2010.

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Dennis Walaker, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as City Auditor of the City of Fargo and affixed the corporate seal this 11<sup>th</sup> day of January, 2010.

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Steven Sprague, City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on January 11<sup>th</sup>, 2010.

\_\_\_\_\_

Dennis Walaker, Mayor

\_\_\_\_\_

Kent Costin, Director of Finance

\_\_\_\_\_

Steven Sprague, City Auditor

\_\_\_\_\_

Sharon Plecity, Deputy City Auditor



## Memorandum

**Date:** 7 January 2010  
**To:** City Commission  
**From:** Robert C. Stein  
**Re:** Three-Year Renewal of Contract with Parking Service for Operations of Parking Facilities

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The operating contract with Parking Service is due to expire on February 1, 2010. The City has a long and positive history with Parking Service. Parking Service has agreed to extend the contract for an additional three years with the only adjustment being the annual CPI adjustment. Staff recommends that the contract be extended. At the completion of the three 1-year extensions, the contract should be re-evaluated.

The Bureau of Labor Statistics (BLS) strongly recommends use of the US City Average CPI for use in escalator clauses. The change in the CPI for the period November 2008 to November 2009 was 1.8%. This is the amount of the CPI adjustment that will be made to the contract between the City of Fargo and Parking Service should the extension be approved.

The only other significant change was due to the demolition of the US Bank Ramp. The cost of operating the US Bank Ramp (150 spaces) was \$30,272 annually. The ramp was demolished and replaced with a 40-space surface lot, and the annual costs for operating that facility are significantly lower, \$8,741. Therefore the total amount of the contract will decrease from \$348,006 to \$334,804.

Please find attached the proposed contract for the period February 2010 – January 2013, with the aforementioned changes. The value of the contract is \$334,804 which will be paid in monthly installments of \$27,900. This contract will be effective February 1, 2009.

**Suggested Action: to approve the 3-year contract extension with Parking Service for operations of the City's parking facilities subject to annual CPI adjustments.**

**PARKING FACILITY MANAGEMENT CONTRACT**

THIS CONTRACT, intended to be effective 1 February, 2010, by and between the City of Fargo, hereinafter referred to as "Owner, and Parking Services, hereinafter referred to as "Contractor".

WHEREAS, the Owner owns the following parking facilities:

- 2<sup>nd</sup> Avenue South Lot located at 625 2<sup>nd</sup> Avenue North
- 2<sup>nd</sup> Avenue North Lot located at 624 2<sup>nd</sup> Avenue North
- Civic Center Lot located at 200 3<sup>rd</sup> Street North
- GTC Garage located at 502 NP Avenue North
- Radisson Ramp located at 411 2<sup>nd</sup> Avenue North
- 3<sup>rd</sup> Avenue Lot located at 222 5<sup>th</sup> Street North
- Island Park Ramp located at 515 1<sup>st</sup> Avenue South
- 3<sup>rd</sup> Street Lot located at 320 Machinery Row North
- 4<sup>th</sup> Street Lot located at 20 4<sup>th</sup> Street North
- Main Avenue Lot located at 501 Main Avenue
- NP Avenue Lot located at 602 NP Avenue North

NOW THEREFORE, it is hereby agreed as follows:

1. The Owner hereby employs and the Contractor hereby agrees to act as the operator of the Owner's parking facilities.
2. The term of this Management Contract shall be three years, commencing on 1 February, 2010, and continuing until 31 January 2013. It is further agreed, however, that either party may terminate this Contract at any time upon giving the other party not less than 90 days' written notice of such termination. After the initial term of this Contract, the contract may be renewed, however, in the interim the Management Contract shall run on a month-to-month basis and shall be terminable by either party by giving the other party not less than 30 days' written notice of such termination.
3. The Owner will furnish the necessary equipment for said parking facility, including attendant's booths, entrance and exit gates, ticket spitters and tickets for the machine,

ground detector loops, and cashier's clock. The Owner shall also pay for elevator maintenance, building improvements, building repairs, and light bulbs. The Owner shall also be responsible for all utilities including electricity, heat, water, and any other utilities.

4. The Contractor will provide service and repairs for all parking and revenue control equipment to include: ticket spitters, gates, and clocks, with any parts to be paid by the Owner. The Contractor will install light bulbs.
5. The Contractor will be responsible for the snow removal and hauling (to be hauled out within 48 hours), striping once each year, and sweeping according to the schedule in Section 14, or at a frequency sufficient to maintain the facility in a manner acceptable to the Owner. The Contractor will also have available, at all times during the winter months, a loader and operator. The Owner will furnish a location for dumping snow removed from the parking facilities. The loader must be adapted for use on concrete structures by the installation of a rubber-edged blade or some equivalent adaptation that eliminates direct contact between the snow plow and the deck. The Contractor will also pay for all sand and salt to provide safe driving conditions in the winter months. The Contractor will wash floors at least twice a year. In areas where salt is used to melt snow and ice, one of the washings should occur in the early spring. Elevator lobbies and cabs, stairs, and windows will be cleaned by the Contractor. The Contractor will be responsible daily for picking up all trash in the parking facility and in adjoining landscaped areas and for emptying trashcans.
6. The Contractor and the Owner will annually conduct a joint inspection of the entire facility to identify structural issues, maintenance issues, and equipment needs. This inspection should include: parking surfaces (asphalt, aggregate, or concrete), the top and bottom surfaces of all parking floors, columns, beams, guard rails and handrails, stairways, elevators, walls, and wheel stops. The Contractor should monitor daily the operations of the following: lights, signs, mechanically operated doors, security equipment, floor and roof drainage systems, ventilating equipment, carbon monoxide monitors, sump pumps, and floor drains. Upon detection, the Contractor will report to

the Owner graffiti or vandalism that requires investigation by police and/or removal or mitigation.

7. The Contractor will provide general liability insurance for the operation of the parking facilities in such amounts as may be acceptable to the Owner, but in any event, no less than Five Hundred Thousand Dollars (\$500,000.00) per facility. The Contractor shall furnish copies of such policy or policies to the Owner on request. The Contractor agrees to further hold the Owner harmless against and from any and all expenses, suits, damages, claims or losses of any kind that may be sustained by the Owner by reason of the Contractor's operation of the parking facility. The Contractor shall be responsible for wages, workmen's compensation, and unemployment compensation as required by the law.
8. The Contractor will provide all offices supplies, printing, furniture, and telephone. The Contractor will establish a separate accounting system for each parking facility. The accounting system adopted shall be acceptable to the Owner.
9. The Contractor will provide well-trained, courteous, and neatly dressed employees. Employees will be on duty as prescribed in Section 14 and shall further be open for special activities or upon request of the Owner.
10. The Contractor shall maintain, in a proper manner, all grass and shrubbery (define specific locations), including, but not limited to, watering, fertilizing, cutting grass, and trimming in an appropriate manner all shrubbery.
11. As compensation for the service of the Contractor, the Owner agrees that the Contractor shall receive \$334,804 per year. Said compensation shall be paid in 12 equal month installments of \$27,900 at the end of each month during the term of this Contract. The Contractor shall collect all revenues from the operation of the facilities and all revenues from the operation of the facilities shall be turned over to the Owner on or before the 15th day of the month following the month in which said revenues are received. Compensation for attendant services in addition to those described in Section 14 will be paid by the Owner at the rate of \$10 per attendant hour.

12. Any and all monies received as a deposit by long-term users shall be accounted for and returned to the depositor or turned over to the City at the expiration of this Contract.

13. It is specifically understood and agreed between the parties that the Contractor is acting as an independent contractor and there shall not be deemed to be any employment relationship between the parties except that of independent contractor.

14. Following are specific duties associated with each facility.

<b>2<sup>nd</sup> Avenue North and South Lots</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Every Six Weeks and as Requested by Owner
Wash	Not Applicable
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	10am-5:30pm M-F and as Requested
Clean Attendant Booth	As Needed
Maintain Grass & Shrubbery	Grass on Boulevard and Shrubs in SW Corner
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$48,677</b>

<b>Civic Center Lot</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Every Six Weeks and as Requested by Owner
Wash	Not Applicable
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	9am-6pm M-F and as Requested
Clean Attendant Booth	As Needed
Maintain Grass, Shrubbery & Trees	Water Trees as Recommended by City Forester
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$47,119</b>

<b>GTC Garage</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Every Six Weeks and as Requested by Owner
Wash Ramp and Floor	Twice Yearly
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	12pm-6pm M-F & as requested
Clean Attendant Booth	As Needed
Maintain Grass & Shrubbery	Not Applicable
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$28,313</b>

<b>Radisson Ramp</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Weekly and as Requested by Owner
Wash	Twice Yearly
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	7am-8pm M-F, 9am-8pm Sat. and as Requested
Clean Attendant Booth	As Needed
Maintain Grass, Shrubbery & Trees	Flower pots, trees, and shrubs (south and east)
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$60,429</b>

<b>3<sup>rd</sup> Avenue Lot</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Weekly and as Requested by Owner
Maintain Grass & Shrubbery	As Needed to Maintain Neat Appearance
Pick up Trash/Empty Receptacles	Daily
Inspection	Monthly
<b>CONTRACT AMOUNT</b>	<b>\$8,741</b>

<b>Island Park Ramp</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Weekly and as Requested by Owner
Wash	Twice Yearly
Clean Elevator Cabs	Daily
Clean Elevator Lobby	Daily
Clean Stairs	Daily
Clean Windows	Twice Yearly
Attendant on Duty	As Requested
Clean Attendant Booth	As Needed
Maintain Grass, Shrubbery & Trees	As Needed to Maintain Neat Appearance. Water Trees as Recommended by City Forester
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$30,832</b>

<b>3<sup>rd</sup> Street Lot</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Every Six Weeks and as Requested by Owner
Wash	Not Applicable
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	As Requested
Clean Attendant Booth	As Needed
Maintain Grass, Trees, & Shrubbery	As Needed to Maintain Neat Appearance
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$19,976</b>

<b>4<sup>th</sup> Street Lot</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Every Six Weeks and as Requested by Owner
Wash	Not Applicable
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	As Requested
Clean Attendant Booth	As Needed
Maintain Grass, Trees & Shrubbery	As Needed to Maintain Neat Appearance
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$24,025</b>

<b>Main Avenue Lot</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Every Six Weeks and as Requested by Owner
Wash	Not Applicable
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	As Requested
Clean Attendant Booth	As Needed
Maintain Grass & Shrubbery	As Needed to Maintain Neat Appearance
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$16,058</b>

<b>NP Avenue Lot</b>	
Snow Removal	As Needed
Striping	Annually
Sweeping	Every Six Weeks and as Requested by Owner
Wash	Not Applicable
Clean Elevator Cabs	Not Applicable
Clean Elevator Lobby	Not Applicable
Clean Stairs	Not Applicable
Clean Windows	Not Applicable
Attendant on Duty	9am-6pm M-F and as Requested
Clean Attendant Booth	As Needed
Maintain Grass & Shrubbery	As Needed to Maintain Neat Appearance
Pick up Trash/Empty Receptacles	Daily
Inspection	Annually
<b>CONTRACT AMOUNT</b>	<b>\$50,634</b>

\_\_\_\_\_  
 John Rogne, Contractor

CITY OF FARGO

By: \_\_\_\_\_

Its: \_\_\_\_\_

9



## Memorandum

**Date:** 7 January 2010  
**To:** Board of Commissioners, City of Fargo  
**From:** Robert C. Stein  
**Re:** Change Orders #7R2 for the US Bank Demolition

---

Please find attached Change Order Proposal #7R2 from Industrial Builders for changes related to the US Bank demolition. The Change Order was required to comply with ADA accessibility requirements and for miscellaneous items such as: fiber optic line relocation, electrical panel relocation, detectable warning panels, street light replacement, and overhead and profit. Costs are as follows:

- ADA Ramp, Signs, and Striping: \$1,700
- Costs of Miscellaneous items: \$8,646
- Total \$10,346

The total amount of Change Order #7R2 is \$10,346. Parking funds are available for the additional costs. Please call me at any time if you have questions regarding this issue.

**Suggested Motion: to approve the Change Orders #7R2 requested by Industrial Builders for costs of providing ADA accessibility accommodations and final miscellaneous changes including fiber optic line relocation, electrical panel relocation, detectable warning panels, street light replacement, and overhead and profit.**

# Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT  
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT

12-8-09



## General Contractors

PHONE 701/282-4977 FAX 701/281-1409  
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

Heyer Engineering PC  
Attn: Dave Bruns PE  
1020 36<sup>th</sup> St. SW ph 701-280-0949  
Fargo, ND 58103 fax 701-280-9686

Re: US Bank Ramp Demo  
CO Proposal # 7R2 -- Ramp and Misc. Items

Dear Mr. Bruns,

The following should be the remaining change order items that I have. Please let me know if you see anything that needs to be reviewed.

Item	Description	Qty	Unit	Unit Price	Total Price
1	ADA Ramp, Sign, & Striping	1	LS	\$ 1,700.00	\$ 1,700.00
2.	Final Misc. Changes	1	LS	\$ 8,646.00	\$ 8,646.00
				<b>TOTAL:</b>	<b>\$ 10,346.00</b>

Breakdown of Misc. Items:  
Lower Fiber Optic Line: \$ 1,005.00  
Move Electrical Panel: \$ 776.00  
Detectable Warning Panels: \$ 1,520.00  
New Street Lights: \$ 4,245.00  
OH & P on Above Items: \$ 1,100.00

Please call me at 701-282-4977 with any questions you may have.

Sincerely,  
INDUSTRIAL BUILDERS, INC.

  
Brian Meyer, Project Coordinator  
cc: File 18619



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

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

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 4, 2010**

**RE: AGREEMENT WITH FM AMBULANCE FOR H1N1**  
**IMMUNIZATIONS**

The attached agreement with FM Ambulance is for the Public Health Emergency Preparedness and Response for pandemic influenza distribution of H1N1 vaccinations. No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the agreement with FM Ambulance for H1N1 vaccinations.

RB/LA  
Enclosure

**A G R E E M E N T  
BETWEEN FARGO CASS PUBLIC HEALTH  
AND FM AMBULANCE FOR H1N1 VACCINATION SERVICES**

**THIS AGREEMENT**, made and entered into effective the 19 day of November 2009, by and between Fargo Cass Public Health (FCPH) and FM Ambulance.

**WHEREAS**, Fargo Cass Public Health, has received a grant under the Public Health Emergency Preparedness and Response program to assist with distribution of H1N1 vaccinations.

**WHEREAS**, FM Ambulance has been identified as a collaborating agency designated to assist with carrying out tasks.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. FM Ambulance hereby agrees to join Fargo Cass Public Health in developing programs, plans, and infrastructure necessary to distribute H1N1 vaccine
2. The terms of this Agreement shall be ongoing according to availability of grant funding. The Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
3. Fargo Cass Public Health will allocate funds to FM Ambulance at the rate of \$18.45 per injection given to the identified first responder personnel, following receipt of bills and supporting documentation from FM Ambulance, according to availability of funds.

**SPECIAL CONSIDERATIONS:**

1. It is understood and agreed that the relationship created by this Agreement between FCPH and FM Ambulance shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
2. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.



3. Confidentiality: FM Ambulance agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without the express written consent of the Department, unless that disclosure is expressly authorized by this Agreement, or expressly authorized by North Dakota law.
4. Indemnity: Each entity agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement.
5. Termination of Contract: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Contractor shall violate any of the covenants, agreements, or stipulations to this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination.

DATED effective the date and year first above written.

**FARGO CASS PUBLIC HEALTH**

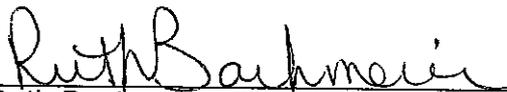
**FM AMBULANCE**

\_\_\_\_\_  
Dennis R. Walaker, Mayor, City of Fargo

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*DEAN Lampe, Executive Director*  
\_\_\_\_\_  
Printed Name and Title

  
\_\_\_\_\_  
Ruth Bachmeier, Director of Public Health

*11/19/09*  
\_\_\_\_\_  
Date

*12/22/09*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



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Fargo Cass Public Health

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 5, 2010**

**RE: PURCHASE OF SERVICE AGREEMENT WITH THE NORTH**  
**DAKOTA DEPARTMENT OF HEALTH**  
**CONTRACT NO: PF09-081 CFDA NO. 93.116**

This is a request to approve the attached agreement with the North Dakota Department of Health to direct Tuberculosis screening activities.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the North Dakota Department of Health contract for Tuberculosis screening activities.

RB/LA  
Enclosure

<b>Contract No.</b> PF09-081	<b>CFDA No.</b> 93.116	North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200
<b>Contract Period</b> From: January 1, 2010	Through: December 31, 2010	<b>Type: Purchase of Service Agreement (SFN53772)</b>

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



<b>Title of Project/Program:</b> TB Program/Targeted Testing and Treatment of Latent TB Infection	<b>Health Dept. Grant Code:</b> HLH039
--	---

<b>Contractor Name and Address:</b> Fargo Cass Public Health 401 Third Avenue North Fargo, ND 58102-4839	<b>North Dakota Department of Health Program Director:</b> Krissie Guerard, TB Program Manager Division of Disease Control 2635 East Main Avenue Bismarck, ND 58506-5520
Contact Name: Ruth Bachmeier, Director of Public Health Telephone: 701.241.1360	Telephone: 701.328.4555

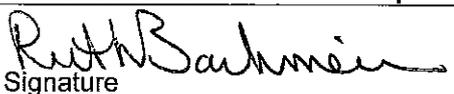
Financial Information	Dept of Health Cost Share	Contractor Cost Share	Total Project/Program Costs
Amount of Financial Assistance	\$17,000	\$0	\$17,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$17,000	\$0	\$17,000

**Scope of Service:**  
Contractor agrees to: (1) direct TB screening activities **only** to populations determined at **high-risk\*** for TB within the jurisdiction; (2) provide appropriate referral and follow-up for persons identified with latent TB infection; (3) conduct all activities in concurrence with the Centers for Disease Control and Prevention (CDC) and the health department recommendations and guidelines; (4) conduct all activities with the involvement of health care professionals trained and/or experience with TB screening procedures; and (5) submit the *TB Surveillance Report and Request for Reimbursement* on a quarterly basis no later than 15 days after the end of each quarter and other documentation as requested by the TB Program.

**Reporting Requirements:**  
Monthly expenditure and progress reports are due 15 days after the end of each quarter. Reimbursement will be processed upon Department approval of expenditure and progress reports. The expenditure report for the period ending June 30, 2010 must be received by July 15, 2010. **The final expenditure report ending December 31, 2010 must be received by February 15, 2011.**

**Special Conditions:**  
\*High-risk populations under this contract include: refugees, migrants, or recent arrivals from high-prevalence countries; high-risk racial/ethnic populations within the jurisdiction; the homeless; injection drug users; recent contracts of an active TB case, residents and employees of high-risk congregate setting (i.e., jail/prison populations, nursing homes and other long-term facilities for the elderly, hospitals and other health-care facilities, residential facilities and homeless shelters); mycobacterium laboratory personnel; and persons with clinical conditions that place them at high risk (i.e., people living with HIV/AIDS, other immunosuppressive conditions, or persons with an abnormal chest x-ray, etc.)

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	January 5, 2010 Date	Signature	Date
<b>Typed Name and Title of Authorized Representative</b> Ruth Bachmeier Director of Public Health		<b>Typed Name and Title of Authorized Representative</b> Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
<b>Typed Name and Title of Authorized Representative</b> Dennis R. Walaker Mayor, City of Fargo		<b>Typed Name and Title of Authorized Representative</b> Kirby Kruger, Director 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.



Handwritten initials "JL" inside an oval shape.

ASSESSMENT DEPARTMENT

December 22, 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 Joe & Lisa Nicholas. 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 \$205 with the City of Fargo's share being \$30.

Sincerely,

Handwritten signature of Ben Hushka in cursive.

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 Joe + Lisa Nicholas Phone No. 701 235 4026

2. Address of Property 1122 6<sup>th</sup> St S

City Fargo State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed \_\_\_\_\_

4. Parcel Number NA

5. Mailing Address of Property Owner 1122 6<sup>th</sup> St S

City Fargo State ND Zip Code 58103

### 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). Finish 1 bedroom on 3<sup>rd</sup> Floor

7. Building Permit No. 90110 8. Year built if residential property 1921

9. Date of commencement of making the improvement Dec 2009

10. Estimated market value of property before improvement \$ 248,000

11. Cost of making the improvement (all labor, material and overhead) \$ 12,000

12. Estimated market value of property after improvement \$ 254,000

### 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 Lisa A. Nicholas Date 12/19/09

### Assessor's Determination

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

Assessor's Signature [Signature] Date 12/22/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



*j 2*

ASSESSMENT DEPARTMENT

December 28, 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 Steven & Marguerite Lorz. 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 \$1,114 with the City of Fargo's share being \$145.

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 Steven and Marguerite Lorz Phone No. 701-293-0959

2. Address of Property 61 - 16 1/2 Avenue North

City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed \_\_\_\_\_

4. Parcel Number 01-1890-01730-000

5. Mailing Address of Property Owner 61 - 16 1/2 Avenue North

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). removed an 8x12 sunroom and added on 8' to the west side of the home

7. Building Permit No. 90467 8. Year built if residential property 1952

9. Date of commencement of making the improvement May 5, 2009

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

11. Cost of making the improvement (all labor, material and overhead) \$ 65,000.00

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

### Applicant's Certification and Signature

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

Applicant's Signature Marguerite S. Lorz Date 12/21/09

### Assessor's Determination

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

Assessor's Signature Den Kusko Date 12/28/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



*j* 3

ASSESSMENT DEPARTMENT

December 28, 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 Stephen & Kathleen Shiels. 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 \$550 with the City of Fargo's share being \$70.

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 Stephen B + Kathleen A Shields Phone No. 293-5324

2. Address of Property 1134 1<sup>ST</sup> ST. N.

City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed Hectares  
Lot 21 BLR 5

4. Parcel Number 01-1160-01070-000

5. Mailing Address of Property Owner 1134 1<sup>ST</sup> ST. N.

City Fargo State ND Zip Code 58102

### Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary) remodeled kitchen, new floor, cabinets, appliances

7. Building Permit No. 90592 8. Year built if residential property 1940

9. Date of commencement of making the improvement May 18, 2009

10. Estimated market value of property before improvement \$ 110,900

11. Cost of making the improvement (all labor, material and overhead) \$ 32,000

12. Estimated market value of property after improvement \$ 150,000

### 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 Kathleen A Shields Date 12-21-09  
Stephen B Shields

### 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 Decker Date 12/28/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



*JH*

ASSESSMENT DEPARTMENT

December 28, 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 William Burchill. 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 \$90 with the City of Fargo's share being \$15.

Sincerely,

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

Ben Hushka  
City Assessor

tia

attachment

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

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

### Property Identification

1. Name of Property Owner William R. Burchill Phone No. 701-233-3854

2. Address of Property 1524 2ND. ST. N.  
 City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed House?

4. Parcel Number 01-1890-00160-000

5. Mailing Address of Property Owner Same  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Rebuilt basement bathroom

7. Building Permit No. \_\_\_\_\_ 8. Year built if residential property 1950

9. Date of commencement of making the improvement 3-20-09

10. Estimated market value of property before improvement \$ 110,000

11. Cost of making the improvement (all labor, material and overhead) \$ 5150<sup>00</sup>

12. Estimated market value of property after improvement \$ 117,000

### 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 William R. Burchill Date 12-18-09

### Assessor's Determination

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

Assessor's Signature Den Burchill Date 12/28/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



Handwritten "y 5" in a circle

ASSESSMENT DEPARTMENT

December 28, 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 Laurie Schlenker. 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 \$312 with the City of Fargo's share being \$40.

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 Laurie B. Schlenker Phone No. 280-9599

2. Address of Property 1112 9 Ave. S.

City Fargo State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed Lot 20+21, Block Q  
Chas A Roberts Addition

4. Parcel Number 31-244-02 300-500

5. Mailing Address of Property Owner 1112 9 Ave. S.

City Fargo State ND Zip Code 58103

### 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). Bathroom remodel

7. Building Permit No. 20091419 8. Year built if residential property 1918

9. Date of commencement of making the improvement August 12, 2009

10. Estimated market value of property before improvement \$ 156,700.00

11. Cost of making the improvement (all labor, material and overhead) \$ 18,200.00

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

### Applicant's Certification and Signature

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

Applicant's Signature Laurie B. Schlenker Date 12-18-09

### Assessor's Determination

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

Assessor's Signature Don Burdette Date 12/28/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



96

ASSESSMENT DEPARTMENT

December 28, 2009

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements as submitted John & Shirley Carbno. 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 \$84 with the City of Fargo's share being \$10.

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 Carbino, John + Shirley Phone No. 232-1953

2. Address of Property 1504 15 St S

City Fgo State NO Zip Code 58103

3. Legal description of the property for which the exemption is being claimed L 25 B18 Morton 120tys

4. Parcel Number 01-2040-04430-000

5. Mailing Address of Property Owner same

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Description of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). const 3 season Rm

7. Building Permit No. 91773 8. Year built if residential property 1957

9. Date of commencement of making the improvement 9/30/2009

10. Estimated market value of property before improvement \$ 94,400

11. Cost of making the improvement (all labor, material and overhead) \$ 4900

12. Estimated market value of property after improvement \$ 99,300

### 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 John H. Carbino Date 12-17-09

### Assessor's Determination

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

Assessor's Signature [Signature] Date 12/28/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



(j 7)

ASSESSMENT DEPARTMENT

December 28, 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 Jon & Carol Kauffman. 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 \$34 with the City of Fargo's share being \$4.

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 Jon & Carol Kaufman Phone No. 701 239 2538

2. Address of Property 1524 1st Ave S  
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed West 50' of Lot 3 Blck 5 Fuller's Addition

4. Parcel Number 01-0980-00790-000

5. Mailing Address of Property Owner 1524 1st Ave S  
 City FARGO State ND 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). insulate and remodel front porch including windows and exterior

7. Building Permit No. 00091363 8. Year built if residential property 1915

9. Date of commencement of making the improvement 2009

10. Estimated market value of property before improvement \$ 80,000

11. Cost of making the improvement (all labor, material and overhead) \$ 2000

12. Estimated market value of property after improvement \$ 85,000

*MAY BE HIGH I saw a comparable for 79,000 at open house on 12/10/09*

### 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 Jon Kaufman Date 12/19/09

### Assessor's Determination

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

Assessor's Signature Den Whistler Date 12/28/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



*(Handwritten initials "js" in a circle)*

ASSESSMENT DEPARTMENT

December 21, 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 James & Wendy O'Meara. 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. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$265 with the City of Fargo's share being \$35.

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 James + Wendy O'Meara Phone No. 701 237-3562

2. Address of Property 2855 Westgate Dr S

City Fgo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed L10 B4 Westgate Village

4. Parcel Number 01-4000-00400-000

5. Mailing Address of Property Owner 2855 Westgate Dr S

City Fgo 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). add 12' x 14' addition

7. Building Permit No. 91770 8. Year built if residential property 1974

9. Date of commencement of making the improvement 12-10-09

10. Estimated market value of property before improvement \$ 151,800

11. Cost of making the improvement (all labor, material and overhead) \$ 15,500

12. Estimated market value of property after improvement \$ 167,300

### 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 James R. O'Meara Date 12-16-09

### Assessor's Determination

14. The local assessor finds that the improvements in this application  has  has not  met the qualifications for exemption for the following reason(s): 3 YEARS

Assessor's Signature Den [Signature] Date 12/22/09

### Action of Governing Body

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



**APPLICATION FOR A LOCAL PERMIT**

City of Fargo  
Rev. 06-09

(12) Jd 1-6-10  
CR# 6316  
25.00

Name of Non-profit Organization Muskie Inc. F-M Chapter		Date(s) of Activity Feb. 5, 2010 to Feb. 5, 2010	
Person Responsible for the Gaming Operation Richard A. Eagleson		Title Treasurer	Business Phone Number (701) 237-4801
Business Address 909 Page Drive		City Fargo	State ND
Mailing Address (if different) Same		City	Zip Code 58103
Name of Site Where Game(s) will be Conducted Doublewood Inn		Site Address 3333 13th Ave South	
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**

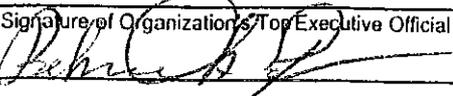
Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	List attached	\$ 7,372.00			\$
Total:					(Limit \$12,000 per year) \$ 7,372.00

Intended uses of gaming proceeds: To promote Muskie research, establish hatcheries and rearing ponds. To promote good sportsmanship and fellowship among men, women and children.

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 2,395.00 This amount is part of the total prize limit of \$12,000 per year.

**PRIZE RESTRICTIONS:**  
A single cash prize cannot exceed \$2,500 and 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 	Date 01-06-10	Title Club Treasurer	Day time Phone Number (701) 237-4801
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**APPLICATION FOR A LOCAL PERMIT**

City of Fargo

Rev. 06-09

*pd 25.00  
CR# 13883.00  
25.  
K3*

Name of Non-profit Organization <b>Make-A-Wish Foundation of North Dakota</b>		Date(s) of Activity <b>Feb 1, 2010 to Feb 1, 2010</b>	
Person Responsible for the Gaming Operation <b>Sharon Mazaheri</b>		Title <b>CEO</b>	Business Phone Number <b>701-280-9474</b>
Business Address <b>1102 43rd St S, Suite E</b>		City <b>Fargo</b>	State <b>ND</b>
Mailing Address (if different)		City	Zip Code <b>58103</b>
Name of Site Where Game(s) will be Conducted <b>Playmakers</b>		Site Address <b>2525 9th Ave S</b>	
City <b>Fargo, ND</b>		State <b>ND</b>	Zip Code <b>58103</b>
		County <b>Cass</b>	
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
raffle	Prom Package	\$ 1052			\$
Total:					(Limit \$12,000 per year) <b>\$ 1052</b>

Intended uses of gaming proceeds: **to grant wishes to NO children with life-threatening medical conditions**

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: **\$ 2,000.00** This amount is part of the total prize limit of \$12,000 per year.

**PRIZE RESTRICTIONS:**

A single cash prize cannot exceed ~~\$2,500~~ **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 <b>Sharon Mazaheri</b>	Date <b>1/4/10</b>	Title <b>President &amp; CEO</b>	Day time Phone Number <b>701-280-9474</b>
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December 28, 2009

21

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

**Re: Town & Country Credit Union  
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 Town & Country Credit Union 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 Town & Country Credit Union 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*

Shawn G. Bullinger  
Engineering Specialist

Enclosures

C: Gary Stewart  
Mark Bittner

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **TOWN & COUNTRY CREDIT UNION**, 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 which 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 Nineteen Thousand Five Hundred Eleven and 10/100 Dollars (\$19,511.10).
3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.

4. Closing Date and Transfer of Possession. Closing of this transaction shall take place at a mutually agreed time and location. Possession of the property shall be on or about the date of closing.

5. Closing Costs. It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys fees, except the City shall pay for the preparation of the transfer documents.

DATED the day and year as set forth above.

**SELLERS:**

TOWN & COUNTRY CREDIT UNION

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, Auditor

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that TOWN & COUNTRY CREDIT UNION, 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 that part of said Lot One (1) described in Document No. 1120942 filed at the Cass County Recorder's Office, further described as Lot One (1), Block One (1) of Sincebaugh Addition, Cass County, North Dakota, less 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 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 1.42 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.

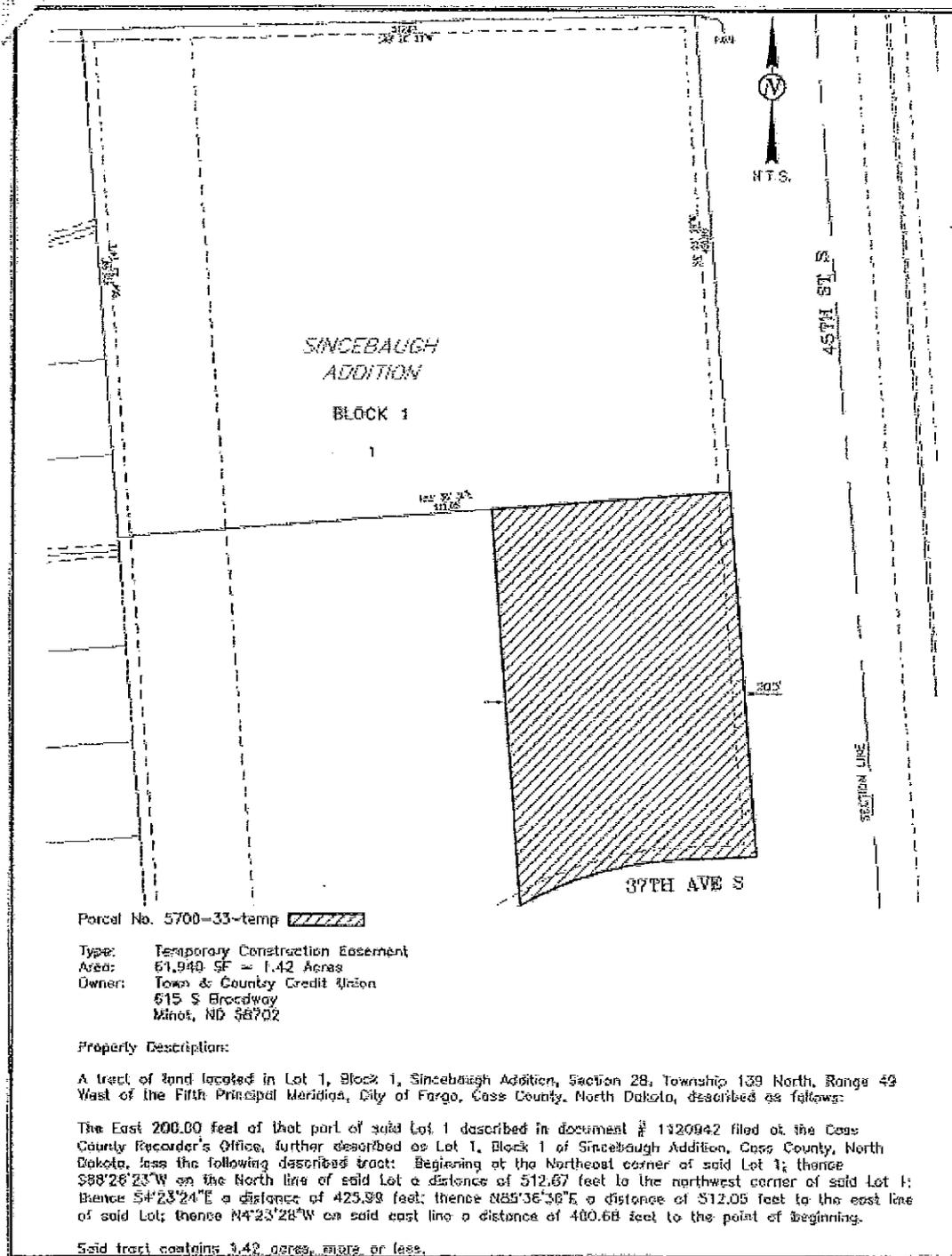
**IN WITNESS WHEREOF**, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

TOWN & COUNTRY CREDIT UNION

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

December 28, 2009

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

**Re: Woodhaven Development LLP  
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 Woodhaven Development LLP 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 Woodhaven Development LLP 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 \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **WOODHAVEN DEVELOPMENT, LLP**, 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 which 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 One Thousand One and 10/100 Dollars (\$1,001.10).
3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.

4. Closing Date and Transfer of Possession. Closing of this transaction shall take place at a mutually agreed time and location. Possession of the property shall be on or about the date of closing.

5. Closing Costs. It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys fees, except the City shall pay for the preparation of the transfer documents.

DATED the day and year as set forth above.

**SELLERS:**

WOODHAVEN DEVELOPMENT, LLP

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, Auditor

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that WOODHAVEN DEVELOPMENT, LLP, 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), Woodhaven Fifth Addition, Section Thirty-four (34), 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 West Fifty Feet (50.00') of said Lot One (1) as measured perpendicularly from the West line of said Lot One (1). Said tract contains 0.11 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.

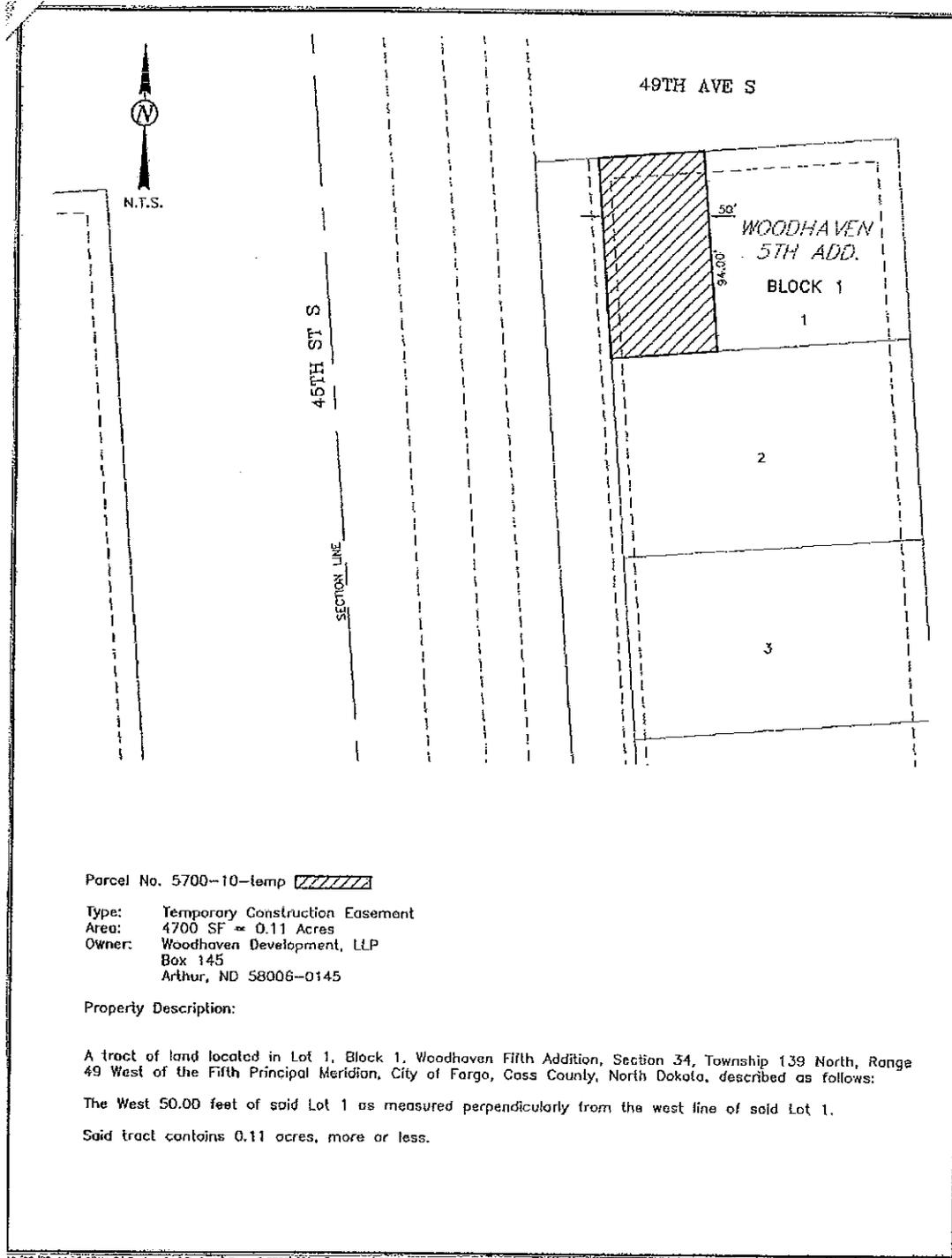
**IN WITNESS WHEREOF**, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

WOODHAVEN DEVELOPMENT, LLP

By \_\_\_\_\_

Its \_\_\_\_\_

Exhibit "A"



10/26/09 11:52:28AM T:\Engineering\Projects\Current\5700\5700\Exempts\5700\_Exmpt.dwg

December 28, 2009

② 3

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

**Re: Synergy Real Estate Investment, LLC  
Purchase Agreement – Temporary Construction Easements  
Improvement District #5700**

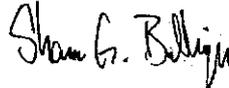
Dear Commissioners:

Enclosed and delivered to the Commission Office are (3) original Purchase Agreement documents for the acquisition of (2) temporary construction easements from Synergy Real Estate Investment, LLC 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 Synergy Real Estate Investment, LLC 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 \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **SYNERGY REAL ESTATE INVESTMENT, LLC**, 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, Exhibits "A" and "B" attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price will be Sixty-seven Thousand Eight Hundred Twenty-two and 44/100 Dollars (\$67,822.44).

3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.

4. Closing Date and Transfer of Possession. Closing of this transaction shall take place at a mutually agreed time and location. Possession of the property shall be on or about the date of closing.

5. Closing Costs. It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys fees, except the City shall pay for the preparation of the transfer documents.

DATED the day and year as set forth above.

**SELLERS:**

SYNERGY REAL ESTATE INVESTMENT, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

CITY OF FARGO, NORTH DAKOTA

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

**ATTEST:**

\_\_\_\_\_  
Steve Sprague, Auditor

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that SYNERGY REAL ESTATE INVESTMENT, LLC, 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 Two (2), Block One (1), Osgood Townsite Eighth 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 Two Hundred Feet (200.00') of said Lot Two (2) as measured perpendicularly from the East line of said Lot Two (2). Said tract contains 2.34 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.

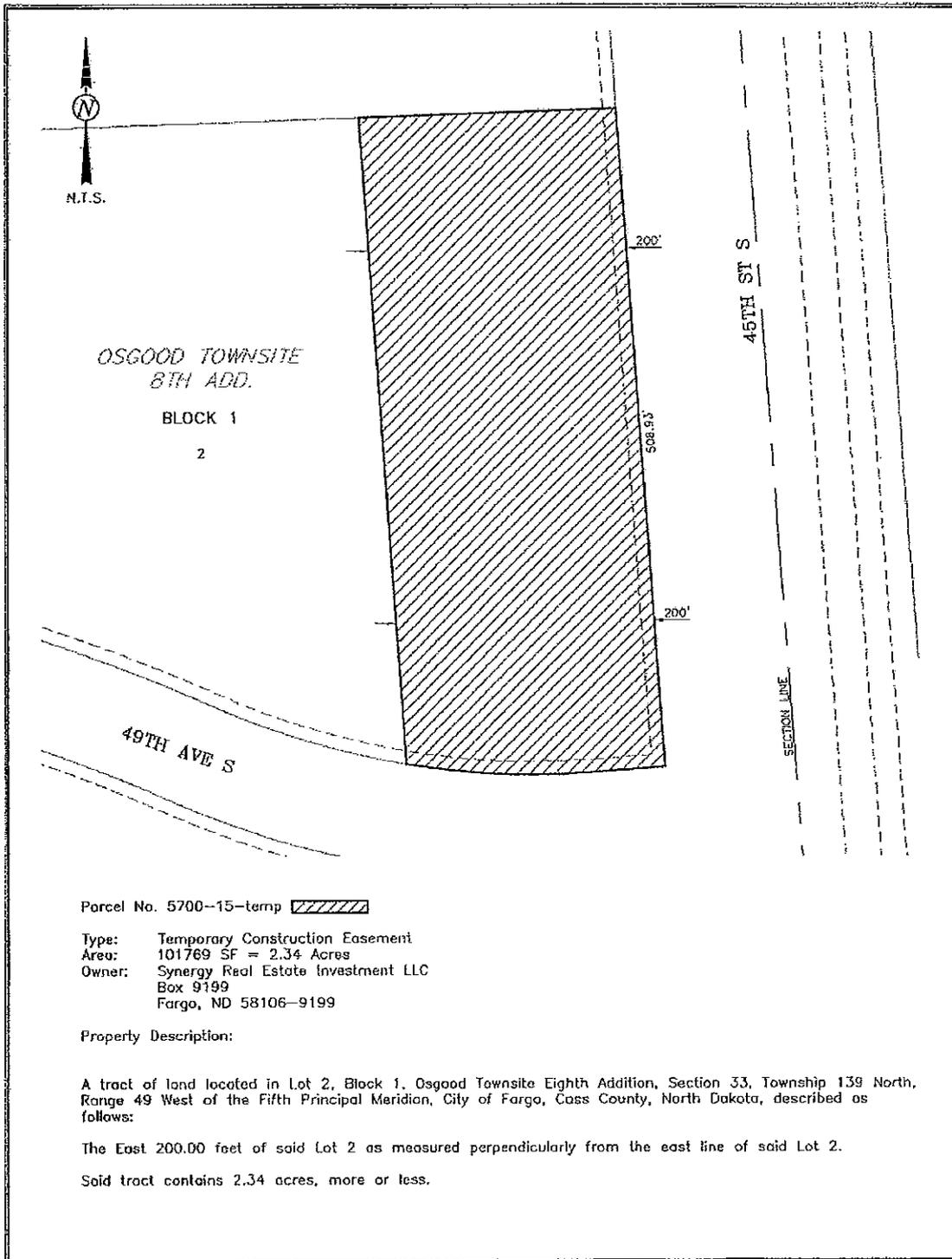
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

SYNERGY REAL ESTATE INVESTMENT LLC

By \_\_\_\_\_

Its \_\_\_\_\_

Exhibit "A"



11/02/09 08:33:44W F:\Engineering\Projects\Current\5700\5700\Easements\5700\_Easmt2.dwg

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that SYNERGY REAL ESTATE INVESTMENT, LLC, 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), Osgood Townsite Eighth 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 Two Hundred Feet (200.00') of Lot One (1), Block One (1) of said Osgood Townsite Eighth Addition, less a tract of land described in Document No. 1225878, filed at the Cass County Recorder's Office described as, beginning at the Northeast corner of said Lot One (1); thence S 04°14'09" E along the East line of said Lot One (1) for a distance of One Hundred Seventy-five and Thirteen Hundredths Feet (175.13'); thence S 87°58'41" W parallel to the North line of said Lot One (1) for a distance of Two Hundred Twenty-five and Thirty-four Hundredths Feet (225.34'); thence N 02°01'19" W for a distance of One Hundred Seventy-five Feet (175.00') to a point on the North Line of said Lot One (1); thence N 87°58'41" E along the North Line of said Lot One (1) for a distance of Two Hundred Eighteen and Fifty-seven Hundredths Feet (218.57') to the Northeast corner of said Lot One (1), the point of beginning. Said tract contains 3.69 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.

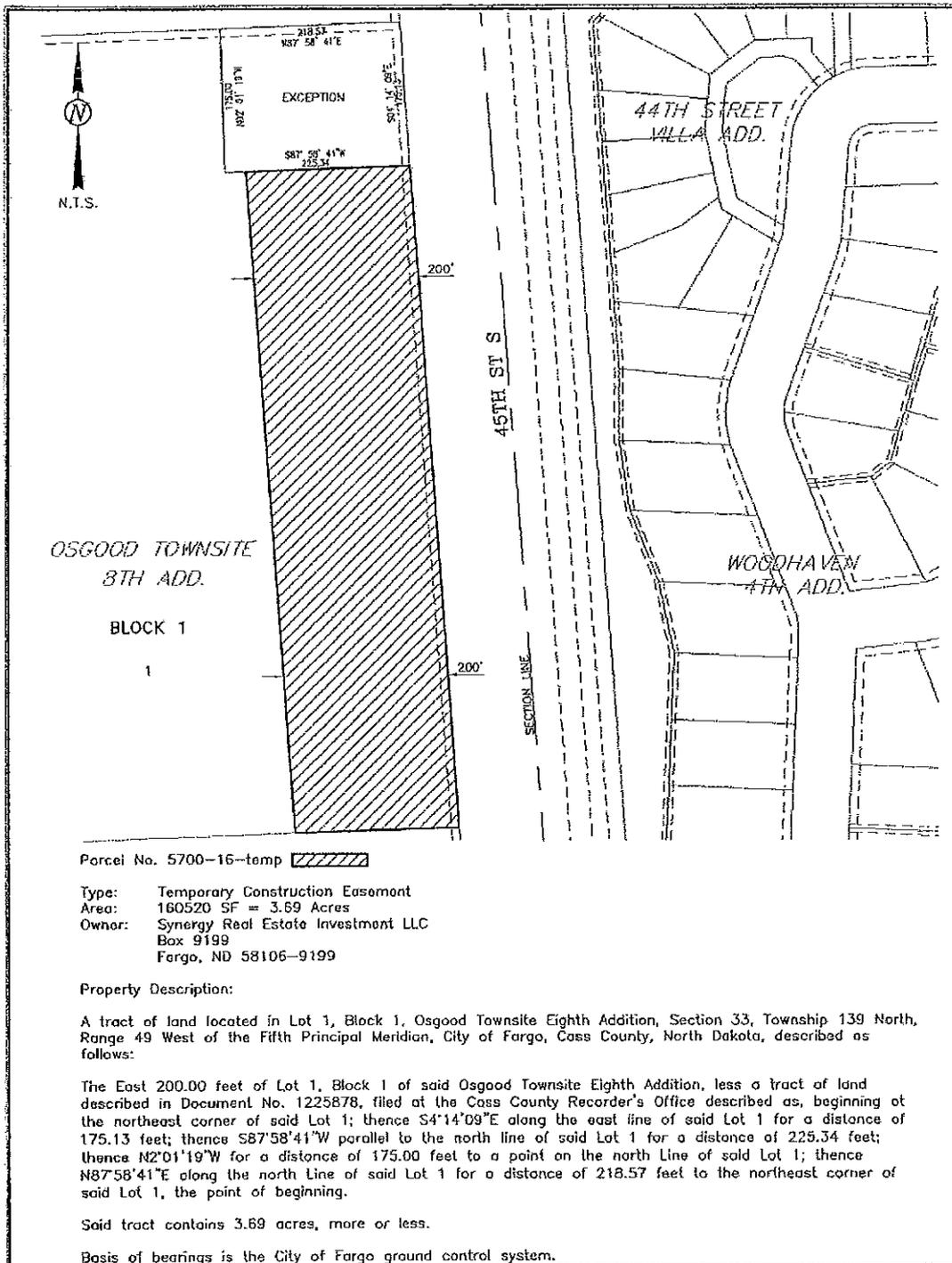
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

SYNERGY REAL ESTATE INVESTMENT LLC

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

December 28, 2009

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

**Re: State Bank & Trust  
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 State Bank & Trust 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 State Bank & Trust 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 \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **STATE BANK & TRUST**, 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 One Thousand Two Hundred Five and 12/100 Dollars (\$1,205.12).
3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.

4. Closing Date and Transfer of Possession. Closing of this transaction shall take place at a mutually agreed time and location. Possession of the property shall be on or about the date of closing.

5. Closing Costs. It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys fees, except the City shall pay for the preparation of the transfer documents.

DATED the day and year as set forth above.

**SELLERS:**

STATE BANK & TRUST

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, Auditor

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that STATE BANK & TRUST, 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 Four (4), 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 Four (4) as measured perpendicularly from the East line of said Lot Four (4). Said tract contains 0.10 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.

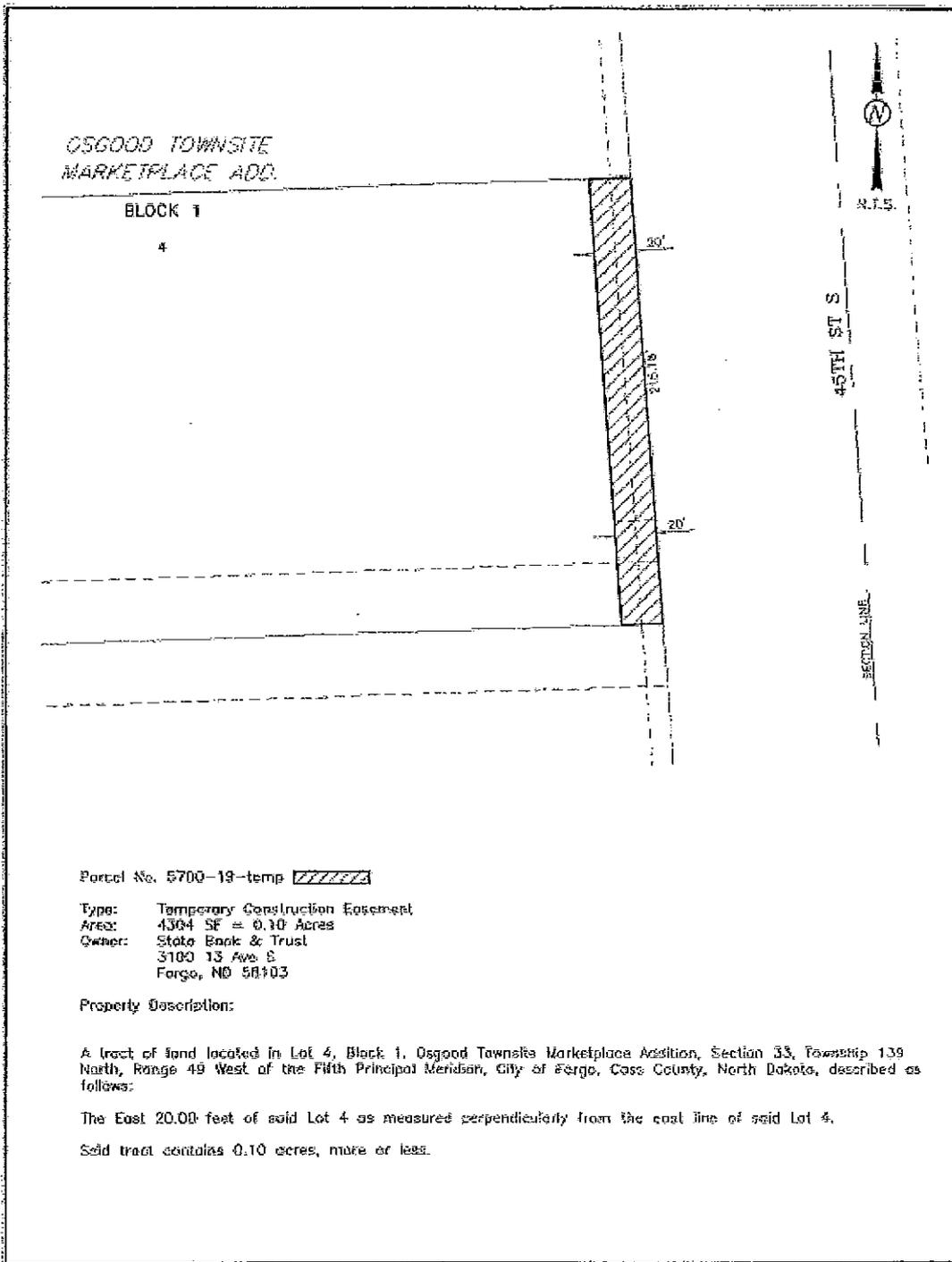
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

STATE BANK & TRUST

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

December 28, 2009

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

**Re: Freedom Community Credit Union  
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 Freedom Community Credit Union 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 Freedom Community Credit Union 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 \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **FREEDOM COMMUNITY CREDIT UNION**, 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 Thirteen Thousand Five Hundred Ninety-four and 70/100 Dollars (\$13,584.70).
3. Payment of Purchase Price. The entire purchase price shall be payable in cash at closing.

4. Closing Date and Transfer of Possession. Closing of this transaction shall take place at a mutually agreed time and location. Possession of the property shall be on or about the date of closing.

5. Closing Costs. It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys fees, except the City shall pay for the preparation of the transfer documents.

DATED the day and year as set forth above.

**SELLERS:**

FREEDOM COMMUNITY CREDIT UNION

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, Auditor

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FREEDOM COMMUNITY CREDIT UNION, 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:

That part of Lot One (1), in Block One (1), Osgood Townsite Eighth Addition to the City of Fargo, situated in the County of Cass and the State of North Dakota described in Document No. 1225878, filed at the Cass County Recorder's Office, described as follows: Beginning at the Northeast corner of said Lot One (1); thence S 04°14'09" E along the East line of said Lot One (1) for a distance of One Hundred Seventy-five and Thirteen Hundredths Feet (175.13'); thence S 87°58'41" W parallel to the North line of said Lot One (1) for a distance of Two Hundred Twenty-five and Thirty-four Hundredths Feet (225.34'); thence N 02°01'19" W for a distance of One Hundred Seventy-five Feet (175.00') to a point on the North line of said Lot One (1); thence N 87°58'41" E along the North line of said Lot One (1) for a distance of Two Hundred Eighteen and Fifty-seven Hundredths Feet (218.57') to the Northeast corner of said Lot One (1), the point of beginning. Said part contains 0.89 acres, more or less.

This legal description was obtained from a previously recorded instrument.

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.

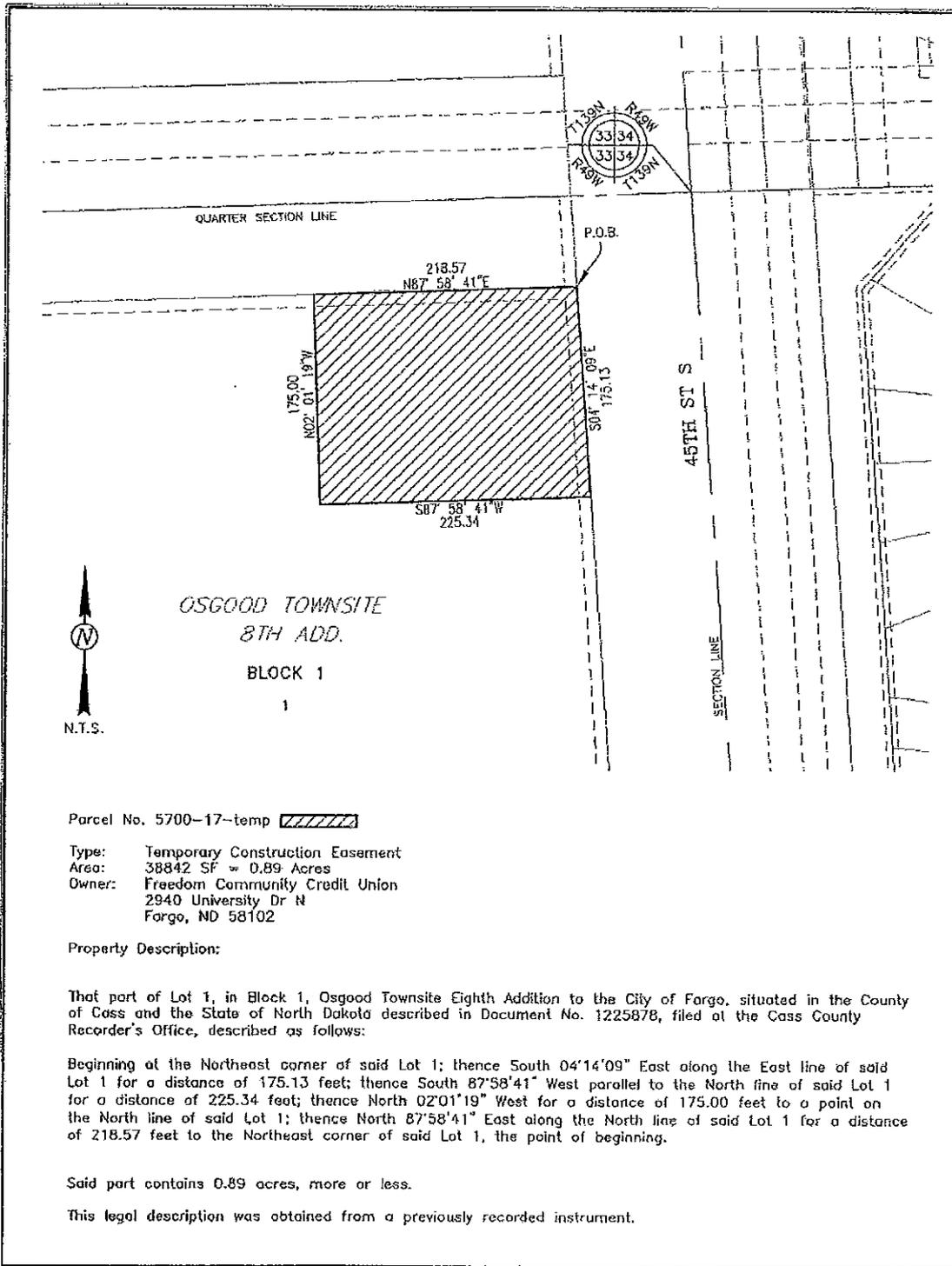
**IN WITNESS WHEREOF**, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

FREEDOM COMMUNITY CREDIT UNION

By \_\_\_\_\_

Its \_\_\_\_\_

Exhibit "A"



M

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5601 Type: Engineering Design Services Supplement
NDDOT SU-U-CMU-8-081(028)921

Location: South University Drive - 40th to 52nd Avenue South Date of Hearing: 01/06/10

Routing Date
City Commission 01/11/10
PWPEC File X
Project File Kristy Schmidt
Petitioners
David W. Johnson

The Committee reviewed the attached Design Engineering Services Supplement for extra design services for the South University Drive Street Improvement project.

On a motion by Pat Zavoral, seconded by Jim Gilmour, the Committee voted to recommend approval of the supplemental services agreement.

RECOMMENDED MOTION

Approve local cost share in the amount of \$358,939.23 for supplemental engineering services on District 5601, NDDOT Project SU-U-CMU-8-081(028)921.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

Table with 2 columns: Yes, No. Rows: 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

Table with 4 columns: Present, Yes, No, Unanimous. Rows: 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.

ATTEST:

Handwritten signature of Mark H. Bittner (for MMB)
Mark H. Bittner
City Engineer

Cc: Bev Martinson

**Mark Bittner**

---

**From:** Hanson, Stacey M. [smhanson@nd.gov]  
**Sent:** Tuesday, January 05, 2010 4:01 PM  
**To:** Walton, Bob R.; Mark Bittner  
**Subject:** University Drive - Design Engineering Supplement  
**Attachments:** University\_Drive\_Design\_Supplement\_Draft\_10-09.pdf

Mark and Bob:

Local Government received the attached draft design supplement for the Fargo University Drive project from KLJ. The supplement requests a total of \$358,939.23 to cover the design changes and some construction engineering support services. Of this total, \$250,901.81 is a pass through cost to the City of Fargo for the "incorporation of flood protection measures". I want Fargo to have the opportunity to review these costs before we prepare a supplement.

The attachment contains descriptions of each work task, along with hours/fees associated with them. Please review the attachment and let me know if you have any comments or concerns. If everyone is agreeable to the supplement amount, NDDOT will pay KLJ for the work, but bill back the city of Fargo for the flood protection portion (\$250,901.81) plus a portion of the remaining cost at the standard project split as noted in the CPM agreement.

Please let me know if you have any questions or comments.

Thanks!

Stacey M. Hanson, PE  
Interim Assistant Local Government Engineer North Dakota Department of Transportation  
608 East Boulevard Avenue  
Bismarck ND 58505  
office phone: 701-328-4469  
cell phone: 701-527-8879  
fax: 701-328-0310  
[smhanson@nd.gov](mailto:smhanson@nd.gov)

October 22, 2009

Ms. Stacey Hanson, PE  
Local Government Division  
North Dakota Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58506-0700

**RE: Additional Work Items  
Project SU-U-CMU-8-081(028)921  
South University Drive Reconstruction**

Dear Ms. Hanson:

As we have discussed previously, the scope of work for the referenced project has changed as a result of the incorporation of flood protection measures, updated project decisions, changes in survey standards, and construction related services.

The attached document contains the detailed scope of work and fee summary for the additional tasks completed. Following is a summary of the additional tasks KL&J completed for the project:

Incorporation of Flood Protection Measures	\$250,901.81
Updated Project Decisions	\$ 81,480.60
Changes in Standards	\$ 14,953.62
Construction Related Services	\$ 11,603.20
	<hr/>
Total Requested Supplement =	\$358,939.23

Again, the enclosed document contains more detailed information on the additional scope of work, hours, and associated costs for the additional work completed for this project.

If you have any questions or require additional information, please contact me at (218)287-0300.

Sincerely,

**Kadrmass, Lee & Jackson, Inc.**

Kris Bakkegard, PE

c: Barry Schuchard, KLJ  
File

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

The scope of work for the referenced project has changed as a result of the following four major updates to the project:

- Incorporation of Flood Protection Measures
- Updated Project Decisions
- Changes in Survey Standards
- Construction Related Services (Prior to CE Contract being signed)

These changes to the scope of the project resulted in new tasks and several iterations of existing tasks, and have resulted in additional hours worked on the project above the hours initially estimated. In order to more clearly identify the reasons and justify the increase in work hours, we have divided our summary into smaller segments describing the changes.

The following sections summarize additional work completed by the KL&J design team.

**Incorporation of Flood Protection Measures**

At the start of this project, criteria had been set with regard to the minimum profile elevation to protect the roadway from potential flooding. The profile at the flow line of the curb and gutter had been set to a minimum elevation of 3-feet above the Base Flood Elevation (BFE). Approximately 75% of the storm sewer design had been completed using these criteria along with preliminary curb lines, driveway grades, profiles and alignments. The first, and subsequent, design criteria changes rendered a majority of work done to this point obsolete, and we started an iterative process to determine the final set of criteria.

The criteria changes and additional design tasks are summarized in the paragraphs and tables that follow:

**Profile Criteria Change**

- Due to new criteria proposed for the overall South Side Flood Control project, the minimum profile elevation was modified to 4-feet above the BFE at the top of the subgrade. Work began to analyze the driveway grades and new storm sewer design had begun. During this iteration, it was determined that raising the roadway to meet these criteria would cause issues with driveways and adjoining roadways. At this point other options were explored as described in the following sections.

Engineer III	60	Hours	x	\$34.75	=	\$2,085.00	
Engineer I	120	Hours	x	\$22.75	=	\$2,730.00	
CAD Tech II	120	Hours	x	\$22.25	=	\$2,670.00	
Bare Labor						=	\$7,485.00
Indirect Costs (1.59)						=	\$11,901.15
Fixed Fee (12%)						=	\$2,326.34
<b>Total Task Cost</b>						=	<b>\$21,712.49</b>

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

1<sup>st</sup> Design Iteration

- At a design team meeting, KL&J presented an alternative that would provide flood protection while also making the driveway grades traversable. The roadway was moved as far to the east as possible and an earthen levee was placed on the west side of the road with openings at individual driveways. The roadway geometry, profiles, and typical sections had been designed and drafted at this point and needed to be updated to reflect the new roadway geometry.

Engineer III	80	Hours	x	\$34.75	=	\$2,780.00
Engineer I	320	Hours	x	\$22.75	=	\$7,280.00
CAD Tech II	320	Hours	x	\$22.25	=	\$7,120.00
Bare Labor						= \$17,180.00
Indirect Costs (1.59)						= \$27,316.20
Fixed Fee (12%)						= \$5,339.54
<b>Total Task Cost</b>						<b>= \$49,835.74</b>

2<sup>nd</sup> Design Iteration

- There were geotechnical concerns with shifting the road to the east to make room for the levee at the south pinch point. For the second time, the current design was abandoned and a new alternative was needed. Considerable engineering time was devoted to finding a new solution.
  - New alignment moving University to the West side of the ROW
  - Flood wall would be constructed from 52<sup>nd</sup> Ave. to south side of South Acres.
  - An earthen levee was analyzed & determined unstable
  - Profile was completely revised.

The roadway geometry, profiles, and typical sections had been designed and drafted at this point and needed to be updated to reflect the new roadway geometry.

Engineer III	80	Hours	x	\$34.75	=	\$2,780.00
Engineer I	400	Hours	x	\$22.75	=	\$9,100.00
CAD Tech II	360	Hours	x	\$22.25	=	\$8,010.00
Bare Labor						= \$19,890.00
Indirect Costs (1.59)						= \$31,625.10
Fixed Fee (12%)						= \$6,181.81
<b>Total Task Cost</b>						<b>= \$57,696.91</b>

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

The following sections address specific profile modifications that were made as a result of the new flood protection criteria.

Profile Modifications in front of South Acres

The levee between the frontage road & University was removed and placed around the east side of the development. This allowed for the subsequent lowering of University to allow for significantly improved intersection grades.

- New Work
  - Modification of Profile & Intersection Grades
  - Modification to Storm Sewer.
  - Move Bike Path between frontage road and University
    - Shifted frontage road to the east to allow for more approach room.

The levee location prompted changes in the frontage road geometry from 3 accesses to 1 access with two cul-de-sacs back to 3 accesses. The Access modifications required a decisions document and PCR addendum

Engineer III	24	Hours	x	\$34.75	=		\$ 834.00	
Engineer I	200	Hours	x	\$22.75	=		\$4,550.00	
CAD Tech II	100	Hours	x	\$22.25	=		\$2,225.00	
Bare Labor							=	\$7,609.00
Indirect Costs (1.59)							=	\$12,098.31
Fixed Fee (12%)							=	\$2,364.88
<b>Total Task Cost</b>							<b>=</b>	<b>\$22,072.19</b>

Raising Profile @ Station 1198+80 (Just South of 40<sup>th</sup> Avenue) to act as levee crossing.

Engineer III	4	Hours	x	\$34.75	=		\$ 139.00	
Engineer I	16	Hours	x	\$22.75	=		\$ 364.00	
CAD Tech II	20	Hours	x	\$22.25	=		\$ 445.00	
Bare Labor							=	\$ 948.00
Indirect Costs (1.59)							=	\$1,507.32
Fixed Fee (12%)							=	\$ 294.64
<b>Total Task Cost</b>							<b>=</b>	<b>\$2,749.96</b>

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

40<sup>th</sup> Avenue west approach modified to BFE +1-foot

Engineer III	4	Hours	x	\$34.75	=	\$ 139.00	
Engineer I	24	Hours	x	\$22.75	=	\$ 546.00	
CAD Tech II	24	Hours	x	\$22.25	=	\$ 534.00	
Bare Labor						=	\$1,219.00
Indirect Costs (1.59)						=	\$1,938.21
Fixed Fee (12%)						=	\$ 378.87
<b>Total Task Cost</b>						=	<b>\$3,536.08</b>

Modifications to 52<sup>nd</sup> Avenue, east of University Drive

- Originally levee crossing was on west side of intersection
- Moved to east side of intersection. Affected profile & drainage.
- 52<sup>nd</sup> Ave. east was realigned and raised to accommodate future flood protection for the River Vili development.
- New storm sewer design
- Retaining wall needed on South side of 52<sup>nd</sup>.
- New align, profile & curb lines. This affected every layout
- Eliminated the north access of Riverview Place and added new driveways.
- New storm outfall to Red River.
- New traffic control concepts in this area due to extensive raising of the grade.

Engineer III	100	Hours	x	\$34.75	=	\$3,475.00	
Engineer I	360	Hours	x	\$22.75	=	\$8,190.00	
CAD Tech II	360	Hours	x	\$22.25	=	\$8,010.00	
Bare Labor						=	\$19,675.00
Indirect Costs (1.59)						=	\$31,283.25
Fixed Fee (12%)						=	\$6,114.99
<b>Total Task Cost</b>						=	<b>\$57,073.24</b>

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

Additional ROW Plats

The raising of the profile of 52<sup>nd</sup> Avenue required additional parcels of permanent and temporary ROW to be acquired. Additional plat drawings were researched and prepared for these additional parcels.

Engineer III	4	Hours	x	\$34.75	=	\$ 139.00	
Engineer I	10	Hours	x	\$22.75	=	\$ 227.50	
CAD Tech II	60	Hours	x	\$22.25	=	\$1,335.00	
Surveyor III	40	Hours	x	\$26.25	=	\$1,050.00	
Admin. Asst. II	20	Hours	x	\$17.25	=	\$ 345.00	
Bare Labor						=	\$3,096.50
Indirect Costs (1.59)						=	\$4,923.44
Fixed Fee (12%)						=	\$ 962.39
<b>Total Task Cost</b>						=	<b>\$8,982.33</b>

Shortened Schedule

Due to the time necessary to investigate and make the decision to change the preferred alternative, the project schedule was shortened. This required additional design staff and also resulted in an extensive amount of overtime hours to complete the project. The additional design staff also required additional project management time and staff to coordinate the project.

Principal Engineer	10	Hours	x	\$46.25	=	\$ 462.50	
Engineer III	40	Hours	x	\$34.75	=	\$1,390.00	
Engineer I	120	Hours	x	\$22.75	=	\$2,730.00	
CAD Tech II	120	Hours	x	\$22.25	=	\$2,670.00	
Bare Labor						=	\$7,252.50
Indirect Costs (1.59)						=	\$11,531.48
Fixed Fee (12%)						=	\$2,254.08
<b>Total Task Cost</b>						=	<b>\$21,038.06</b>

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

Additional Survey Data

- In the final layout, the project limits extended outside of the preliminary survey data collected from the aerial survey. KL&J survey crews obtained the additional topography and ground shots necessary to complete the design of the project.

Engineer III	4	Hours	x	\$34.75	=	\$ 139.00
Surveyor III	10	Hours	x	\$26.25	=	\$ 262.50
Surveyor II	20	Hours	x	\$21.00	=	\$ 420.00
Surveyor I	40	Hours	x	\$16.25	=	\$ 650.00
CAD Tech II	30	Hours	x	\$22.25	=	\$ 667.50
Bare Labor =						\$2,139.00
Indirect Costs (1.59) =						\$3,401.01
Fixed Fee (12%) =						\$ 664.80
<b>Total Task Cost =</b>						<b>\$6,204.81</b>

**Sub-Total for Incorporation of Flood Protection Measures = \$250,901.81**

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

**Updated Project Decisions**

After the scope of work and fee for design was finalized, there were several changes made to the decision’s document that required additional time to complete the project. These changes included the following:

- Rose Coulee Structure Type
- West Frontage Road Location and Access
- Atonement and Brown Wilbert Access

**Rose Coulee Structure Type**

The original scope of work for the design of the project included a reinforced concrete box culvert to carry Rose Coulee flows through the roadway. During the design phase, it was decided that a reinforced concrete bridge structure should be constructed at this location. The table below reflects the additional hours required to design the bridge structure.

Principal Engineer	10	Hours	x	\$46.25	=	\$ 462.50	
Engineer III	50	Hours	x	\$34.75	=	\$1,737.50	
Engineer II	100	Hours	x	\$27.75	=	\$2,775.00	
Engineer I	250	Hours	x	\$22.75	=	\$5,687.50	
CAD Tech II	150	Hours	x	\$22.25	=	\$3,337.50	
Bare Labor						=	\$14,000.00
Indirect Costs (1.59)						=	\$22,260.00
Fixed Fee (12%)						=	\$4,351.20
<b>Total Labor</b>						=	<b>\$40,611.20</b>

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

West Frontage Road Location and Access

The west frontage road was originally planned to go around PKG property to the South and West. A new building was constructed on the property in the same location as the frontage road alignment requiring the realigning of the frontage road. The access to PKG was moved to the north and an access was added for the Fargo Parks District building. The frontage road was placed on the east side of PKG to access the properties to the north. This required an amendment to the PCR and decisions document and the following revisions to the plans:

- New alignment & profile
- Additional coordination with landowners
- Additional storm sewer design

Engineer III	50	Hours	x	\$34.75	=	\$1,737.50	
Engineer I	120	Hours	x	\$22.75	=	\$2,730.00	
Env. Planner I	40	Hours	x	\$20.50	=	\$ 820.00	
CAD Tech II	100	Hours	x	\$22.25	=	\$2,225.00	
Bare Labor						=	\$7,512.50
Indirect Costs (1.59)						=	\$11,944.88
Fixed Fee (12%)						=	\$2,334.89
<b>Total Task Cost</b>						=	<b>\$21,792.27</b>

Atonement and Brown Wilbert Access

During ROW negotiations, modification were requested to the shared full access between Brown Wilbert Vault Company and Atonement Lutheran Church. The access was expanded to help keep the flow of traffic separated between the two properties, to allow better truck turning movements for Brown Wilbert, and to provide better ingress and egress for Atonement. This required the following revisions to the project:

- Revisions to the ROW plats
- Access agreement
- Additional plan sheets and details
- Additional storm sewer design

Engineer III	20	Hours	x	\$34.75	=	\$ 695.00	
Surveyor III	20	Hours	x	\$26.25	=	\$ 525.00	
Engineer I	40	Hours	x	\$22.75	=	\$ 910.00	
CAD Tech II	50	Hours	x	\$22.25	=	\$1,112.50	
Bare Labor						=	\$3,242.50
Indirect Costs (1.59)						=	\$5,155.58
Fixed Fee (12%)						=	\$1,007.77
<b>Total Task Cost</b>						=	<b>\$9,405.85</b>

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

Additional Survey Data

- In the final layout, the project limits extended outside of the preliminary survey data collected from the aerial survey. KL&J survey crews obtained the additional topography and ground shots necessary to complete the design of the project.

Engineer III	4	Hours	x	\$34.75	=	\$ 139.00	
Surveyor III	4	Hours	x	\$26.25	=	\$ 105.00	
Surveyor II	10	Hours	x	\$21.00	=	\$ 210.00	
Surveyor I	20	Hours	x	\$16.25	=	\$ 325.00	
CAD Tech II	10	Hours	x	\$22.25	=	\$ 222.50	
Bare Labor						=	\$1,001.50
Indirect Costs (1.59)						=	\$1,592.39
Fixed Fee (12%)						=	\$ 311.27
<b>Total Task Cost</b>						=	<b>\$2,905.16</b>

Shortened Schedule

Due to the time necessary to investigate and make the decision to change the preferred alternative, the project schedule was shortened. This required additional design staff and also resulted in an extensive amount of overtime hours to complete the project. The additional design staff also required additional project management time and staff to coordinate the project.

Principal Engineer	4	Hours	x	\$46.25	=	\$ 185.00	
Engineer III	10	Hours	x	\$34.75	=	\$ 347.50	
Engineer I	40	Hours	x	\$22.75	=	\$ 910.00	
CAD Tech II	40	Hours	x	\$22.25	=	\$ 890.00	
Bare Labor						=	\$2,332.50
Indirect Costs (1.59)						=	\$3,708.68
Fixed Fee (12%)						=	\$ 724.94
<b>Total Task Cost</b>						=	<b>\$6,766.12</b>

**Sub-Total for Updated Project Decisions = \$81,480.60**

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

**Changes in Survey Standards**

After the scope of work and fee for design was finalized, Chapter 20 of the Surveys and Photogrammetry Manual was updated. The revisions to Chapter 20 included the requirement to have meets and bounds descriptions for all permanent and temporary parcels even when platted lots existed. Preliminary plats had already been prepared using the lot and block number for descriptions and approximately 20 parcels had to be re-written using the new format. The following table shows the additional time required to modify the plats.

Engineer III	10	Hours	x	\$34.75	=	\$ 347.50	
Engineer I	30	Hours	x	\$22.75	=	\$ 682.50	
CAD Tech II	60	Hours	x	\$22.25	=	\$1,335.00	
Surveyor III	80	Hours	x	\$26.25	=	\$2,100.00	
Admin. Asst. II	40	Hours	x	\$17.25	=	\$ 690.00	
Bare Labor						=	\$5,155.00
Indirect Costs (1.59)						=	\$8,196.45
Fixed Fee (12%)						=	\$1,602.17
<b>Total Task Cost</b>						=	<b>\$14,953.62</b>

**Sub-Total for Changes in Survey Standards = \$14,953.62**

**KADRMAS, LEE & JACKSON  
SCOPE OF WORK & FEE SUMMARY  
DESIGN ENGINEERING SUPPLEMENT**

**PROJECT SU-U-CMU-8-081(028)921  
South University Drive Reconstruction – Fargo, ND**

**Construction Related Services (Prior to CE Contract being signed)**

Prior to KL&J being under contract to provide full time construction engineering for the project, we were asked to perform several duties as the designer of the project. KL&J began reviewing shop drawings, attended several construction related meetings, and began answering design related questions. The following table represents the time for construction related work performed prior to the CE contract being signed.

Engineer III	40	Hours	x	\$34.75	=	\$1,390.00	
Engineer II	20	Hours	x	\$27.75	=	\$ 555.00	
Engineer I	60	Hours	x	\$22.75	=	\$1,365.00	
Admin Asst. II	40	Hours	x	\$17.25	=	\$ 690.00	
Bare Labor						=	\$4,000.00
Indirect Costs (1.59)						=	\$6,360.00
Fixed Fee (12%)						=	\$1,243.20
<b>Total Task Cost</b>						=	<b>\$11,603.20</b>

**Sub-Total for Changes in Standards = \$11,603.20**

A summary of the additional labor and expenses required to complete the additional work follows:

<b>Incorporation of Flood Protection Measures</b>	<b>\$250,901.81</b>
<b>Updated Project Decisions</b>	<b>\$ 81,480.60</b>
<b>Changes in Survey Standards</b>	<b>\$ 14,953.62</b>
<b>Construction Related Services</b>	<b>\$ 11,603.20</b>
<hr/>	
<b>Total Requested Supplement =</b>	<b>\$358,939.23</b>





# North Dakota Department of Transportation

Francis G. Ziegler, P.E.  
*Director*

John Hoeven  
*Governor*

December 21, 2009

Mark Bittner, P.E.  
City Engineer  
200 N 3<sup>rd</sup> Street  
Fargo ND 58102

## COST PARTICIPATION AND MAINTENANCE AGREEMENT

Enclosed you will find an amendment to the Cost Participation and Maintenance Agreement for the 45<sup>th</sup> Street and I-94 Project, STM-IM-SU-8-094(055)348.

Please have this agreement signed and return to my office by January 29, 2010 for final signature. Once I receive final signature in my office, I will send you a signed original for your files. If you have any questions concerning these agreements please give me a call at (701) 328-2559.

A handwritten signature in cursive script, appearing to read "Ardin Striefel".

ARDIN STRIEFEL - LOCAL GOVERNMENT DIVISION

38:als  
Enclosure:

**North Dakota Department of Transportation**  
**AMENDMENT TO COST PARTICIPATION AND MAINTENANCE AGREEMENT**  
**Project No. STM-IM-SU-8-094(055)348**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, North Dakota; hereinafter known as the City, whose address is 200 North Third Street, Fargo, North Dakota 58102.

WHEREAS, the parties entered into a contract on October 22, 2009; and

WHEREAS, the replacement of the traffic signals at 45<sup>th</sup> Street and 23<sup>rd</sup> Avenue Southwest intersection were not included in the contract; and

WHEREAS, this amendment will incorporate these traffic signals, which need to be part of the original agreement; and

NOW THEREFORE, the City and NDDOT agree to the following:

1. The City will pay for the federal match of 10 percent funds for the traffic signals at 45<sup>th</sup> Street and 23<sup>rd</sup> Avenue Southwest; and
2. The revised cost estimate attached (Appendix A) is hereby incorporated into and made part of the above-referenced agreement; and
3. The City will maintain, or cause to be maintained, the traffic signals at the intersection of 45<sup>th</sup> Street and 23<sup>rd</sup> Avenue Southwest.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

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

APPROVED:

City of Fargo

Erik Johnson  
CITY ATTORNEY (TYPE OR PRINT)

Dennis R. Walaker  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\* Mayor

\_\_\_\_\_  
TITLE

1/11/09

\_\_\_\_\_  
DATE

ATTEST:

Steve Sprague  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

APPROVED as to substance by:

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DIVISION DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\*Mayor or President City Commission

DOT 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03  
DK 12-21-09

**Routine\* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:****Parties:** State – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

## CERTIFICATE OF FINANCIAL RESPONSIBILITY

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

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

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

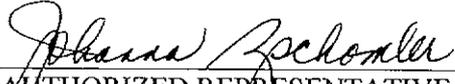
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO: To Whom it May Concern

ON THIS DATE OF: April 16, 1998

BY:

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

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	STM-IM-SU-8-094(055)348	16216	1	1

JOB# 14

**NORTH DAKOTA**

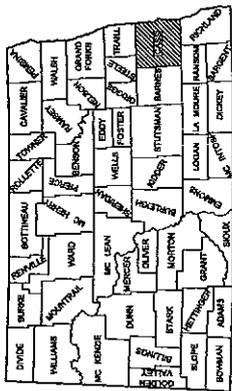
**DEPARTMENT OF TRANSPORTATION**

STM-IM-SU-8-094(055)348

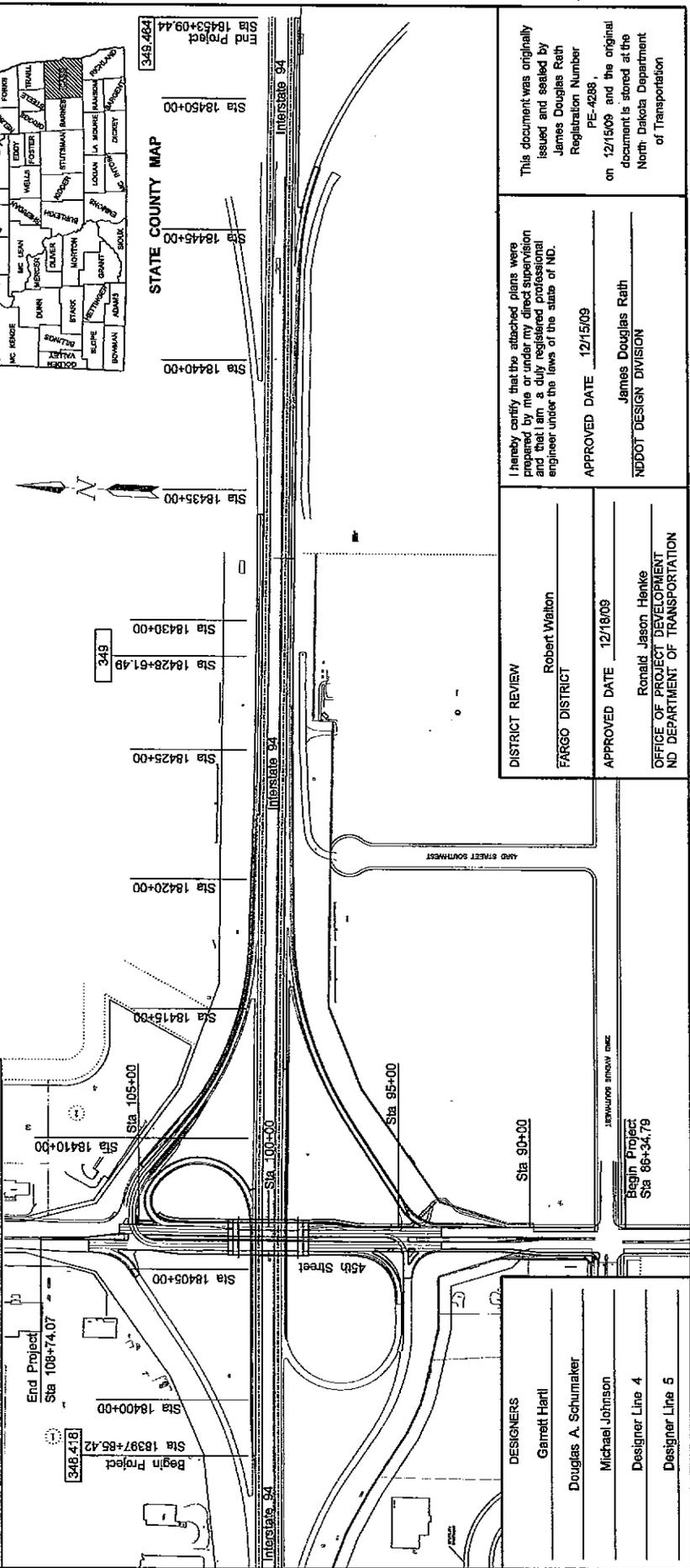
**GOVERNING SPECIFICATIONS:**  
Standard Specifications adopted by the North Dakota Department of Transportation October 2008; Standard Drawings currently in effect; and other Contract Provisions submitted herein.

**PROJECT NUMBER \ DESCRIPTION**    **NET MILES**    **GROSS MILES**  
STM-IM-SU-8-094(055)348    0.364    0.424  
45th Street    1.046    1.046  
Interstate 94

Cass County  
45th Street Interchange and Interstate 94  
Fargo  
Grading, Surfacing, Storm Drain, Structural, Signals, Lighting, Marking and Incidentals



DESIGN DATA - 45th Street		
Traffic	Average Daily	Max.Hr.
Current 2009	Pass: 30,000    Trucks: 1,000    Total: 31,000	3,100
Forecast 2029	Pass: 49,200    Trucks: 1,640    Total: 50,840	5,085
Clear Zone Distance: 14 ft	Design Speed: 40 mph	
Minimum Sight Dist. for Stopping: 305 ft	Bridges: HS 25 Design Loading	
Limited Access Control		
Pavement Design Life: 30 (years)		
DESIGN DATA - Interstate 94		
Traffic	Average Daily	Max.Hr.
Current 2008	Pass: 39,535    Trucks: 2,160    Total: 41,695	4,170
Forecast 2028	Pass: 64,840    Trucks: 2,780    Total: 67,620	6,785
Clear Zone Dist. 22 ft	Design Speed: 55 mph	
Minimum Sight Dist. for Stopping: 495 ft	Bridges:	
Full Control of Access		
No Point of Access Other Than at Interchange Ramps		
Pavement Design Life: 30 (years)		



<p><b>DESIGNERS</b> Garrett Hartl Douglas A. Schumaker Michael Johnson Designer Line 4 Designer Line 5</p>	<p><b>DISTRICT REVIEW</b> Robert Walton FARGO DISTRICT</p> <p><b>APPROVED DATE</b> 12/18/09</p> <p><b>APPROVED DATE</b> 12/15/09</p> <p>James Douglas Rath ND DOT DESIGN DIVISION</p>	<p>This document was originally issued and sealed by James Douglas Rath Registration Number PE-4208, on 12/15/09 and the original document is stored at the North Dakota Department of Transportation</p>
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**North Dakota Department of Transportation**  
**AMENDMENT TO COST PARTICIPATION AND MAINTENANCE AGREEMENT**

**Project No. STM-IM-SU-8-094(055)348**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, North Dakota; hereinafter known as the City, whose address is 200 North Third Street, Fargo, North Dakota 58102.

WHEREAS, the parties entered into a contract on October 22, 2009; and

WHEREAS, the replacement of the traffic signals at 45<sup>th</sup> Street and 23<sup>rd</sup> Avenue Southwest intersection were not included in the contract; and

WHEREAS, this amendment will incorporate these traffic signals, which need to be part of the original agreement; and

NOW THEREFORE, the City and NDDOT agree to the following:

1. The City will pay for the federal match of 10 percent funds for the traffic signals at 45<sup>th</sup> Street and 23<sup>rd</sup> Avenue Southwest; and
2. The revised cost estimate attached (Appendix A) is hereby incorporated into and made part of the above-referenced agreement; and
3. The City will maintain, or cause to be maintained, the traffic signals at the intersection of 45<sup>th</sup> Street and 23<sup>rd</sup> Avenue Southwest.



**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. 5852 Type: Engineering Services Contract Amendment

Location: Center/NP Ave Red River Bridge Repair Date of Hearing: 1/6/10

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/11/10</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>
Petitioners	<u>                    </u>
David W. Johnson	<u>                    </u>

The Committee reviewed the attached Engineering Services Agreement for construction administration on the bridge repair project at the Red River at Center/NP Avenue.

On a motion by Bruce Hoover, seconded by Jim Gilmour, the Committee voted to recommend approval of the Engineering Services Contract Amendment.

RECOMMENDED MOTION

Approve Fargo cost share of \$58,629 for construction administration services for the Center/NP Avenue Bridge Repair Project 5852.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

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

COMMITTEE

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

C: Bev Martinson

January 5, 2010

MEMORANDUM

To: Members of PWPEC

From: Jeremy M. Gorden, Senior Engineer *JMG*

Subject: Consultant Engineering Services Contract – Cost Share Agreement NP/Center Avenue Bridge Rehabilitation ARRA Project with SRF Consulting Group  
Project No. 5852

I have attached a Professional Services Agreement (PSA) that is between SRF Consulting Group and the City of Moorhead for your review. The services provided by SRF are for construction administration associated with the NP/Center Avenue Bridge Rehab project that began in October. The estimated cost of this PSA is \$117,258.00, of which \$58,629 will be paid by both Fargo and Moorhead. This PSA follows the design PSA, which was estimated at \$34,850 (\$17,425/city).

The City of Moorhead is the project lead on this project and both cities have agreed to split the costs 50/50 associated with the engineering, construction administration and project change orders. This project is being funded with 100% Mn/DOT ARRA funds, minus any project change orders that may arise. The bid price for the project was \$909,806.

I recommend concurrence with the approval of this Professional Services Contract for construction administration in the amount of \$58,629, and encumber this additional amount to City of Fargo project number 5852.

JMG/pan  
Attachment

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF MOORHEAD**

**AND**

**SRF CONSULTING GROUP, INC.**

THIS AGREEMENT, made and entered into by and between, **City of Moorhead** having an office at 500 Center Avenue, Moorhead, Minnesota 56561, hereinafter referred to as the "City," and **SRF Consulting Group, Inc.** having an office at Case Plaza, Suite 226, One North Second Street, Fargo, North Dakota 58102 and Corporate office at Suite 150, One Carlson Parkway North, Plymouth, Minnesota 55447, hereinafter referred to as "SRF".

WITNESSETH:

WHEREAS, the City requires services in connection with the **Center Avenue Bridge Rehab In-Construction Services**, hereinafter referred to as the "Project", and

WHEREAS, SRF can provide those services needed in such a Project.

NOW, THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and SRF as follows:

**1. Scope of Services**

The services to be performed by SRF are described in Exhibit "A" attached hereto and made a part of this Agreement.

**2. City's Responsibilities**

Provide full information as to its requirements for the Project.

Place at SRF's disposal all information in the possession of or readily available that is pertinent to the Project.

Examine all studies, figures and other documents presented by SRF and promptly render its decision pertaining thereto.

Designate a single person to act as City's representative with respect to SRF services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to SRF's services.

3. ***Rate of Compensation***

Compensation to SRF for work listed in Exhibit "A" shall not exceed **\$117,258.00** including reimbursable expenses. SRF will be reimbursed on an hourly basis for the actual time expended.

Reimbursable expenses shall be billed at actual cost and include, but are not limited to, the costs of travel, materials, printing and reproduction, supplies, and other project-specific costs. Mileage shall be billed at a rate not to exceed the current IRS allowable rate for business miles. SRF will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current IRS guidelines for business travel.

For any "Additional Services" beyond the services described in Exhibit "A", ordered by the City and performed by SRF, the City will pay SRF in accordance with the rates listed in the attached Exhibit "A". An amendment to this Agreement covering the Additional Services will be executed by both parties prior to payment of any fee over and above the amount listed in Exhibit "A".

Invoices will be submitted on a monthly basis for work performed. Invoice payment terms are net 30 days.

4. ***General Considerations***

SRF will perform the Project in a timely manner, but it is hereby agreed that SRF cannot be held responsible for delays occasioned by factors which are beyond its control, or by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

Terms of this Agreement may be changed by mutual agreement of the City and SRF. Such changes shall be approved by both parties and incorporated in written amendments to this Agreement.

5. ***Independent Contractor***

SRF is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint venturers with the City. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, or other benefits available to the City employees, shall accrue to SRF or employees of SRF performing services under this Agreement.

SRF shall comply with Federal, State and local laws, together with ordinances and regulations applicable to the work.

6. ***Records***

SRF will maintain accounting records in accordance with generally accepted accounting principles and practices. Such records with respect to the Project will be available for examination by the City during SRF's normal business hours for a period of seven years after SRF's final invoice to City.

7. ***Termination of the Agreement***

Either party may terminate this Agreement (or any part thereof), at any time, upon written notice to the other party, effective upon delivery (including delivery by facsimile or electronic mail). In

such event, SRF will be entitled to compensation for work performed up to the date of termination based upon the payment terms of this Agreement. Such payment will not exceed the maximum amount provided for by the terms of this Agreement.

**Authorized Agents**

	<u>SRF's Agent</u>	<u>City's Agent</u>
Name:	Richard G. Lane	Robert Zimmerman, PhD, PE
Address:	One North Second Street, Suite 226 Fargo, ND 58102	500 Center Avenue Moorhead, MN 56561
Phone:	701-237-0010	218-299-5399

The City and SRF's Authorized Agent shall have authority to accept service of termination agreements and execute amendments to this Contract for additional services for their represented parties.

**8. *Controlling Law***

The Law of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. If any provision of the Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**9. *Ownership of Instruments of Service***

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by SRF, as instruments of service shall remain the property of the City. Such documents are not intended or represented to be suitable for reuse by the City or others on extensions or modifications of the Project or on any other project. Any such reuse without written verification or adaptation by SRF for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to SRF.

**10. *Indemnification***

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

To the fullest extent permitted by law, the City agrees to indemnify and hold harmless SRF, its officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by the City's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the City is legally liable.

11. **Insurance**

SRF will provide a certificate of insurance to the City no later than 30 days after executing this Agreement and prior to commencing any work hereunder. Insurance certificates must show all insurance coverage as required by this Agreement to the satisfaction of the City. SRF will maintain completed operations insurance in full force and effect throughout the term of this Agreement.

**A. Workers' Compensation Insurance:** SRF will provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, SRF will require subcontractors to provide Worker's Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including coverage B, Employer's Liability.

**B. Commercial General Liability:** SRF will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this Agreement whether the operations are by SRF or by a subcontractor or by anyone directly or indirectly employed by SRF pursuant to this Agreement.

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate-Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- City named as an Additional Insured

**C. Commercial Automobile Liability:** SRF is required to maintain insurance protecting the City from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Agreement, and in case any work is subcontracted, SRF will require the subcontractor to provide Commercial Automobile Liability.

- \$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile
- City named as Additional Insured.

***D. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:***

This policy will provide coverage for all claims SRF may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to City's professional services required under the Agreement. SRF is required to carry the following minimum amounts:

- \$2,000,000.00 – per claim
- \$2,000,000.00 – annual aggregate

SRF shall furnish the City with satisfactory evidence of the issuance of fully paid policies of insurance, which shall include an agreement by the insurer not to cancel, materially modify, or revise the said policy without thirty (30) days prior written notice to the City.

**12. *Subcontracting and Assignment***

SRF shall not enter into any subcontract for performance of any services contemplated under this Agreement, nor assign any interest in this Agreement without the prior written approval of the City.

**13. *Nondiscrimination***

During the performance of its responsibilities under this Agreement including procurements of materials and leases of equipment, SRF agrees to the following:

- 1) No person shall, on the ground of race, color, religion, age, sex, disability, marital status, public assistance status, affectional preference, familial status, ancestry, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 2) No person will in any manner discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause of this section on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any Agreement on account of race, creed or color.

**14. *Equal Employment Opportunity***

SRF hereto agrees to comply with the provisions of Executive Order No. 11246, (in revised order) entitled "Equal Employment Opportunity," as supplemented in the Department of Labor Regulations (41 CFR, Part 60) and as amended by Executive Order 11375 and all other applicable state and federal regulations.

SRF also agrees to comply with all affirmative action or equal employment opportunity requirements imposed upon SRF or City by any other federal or state law, rule or regulation. SRF further agrees to furnish all information or reports that may be required by the above cited Executive Order, Department of Labor regulations or any other state or federal agency, or as required by the City.

15. *Approvals*

Before this Agreement shall become binding and effective, it shall receive the approval of such authorized officials as the law may provide.

16. *Merger and Modification*

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

The terms of this Agreement may be changed or modified by mutual agreement of the parties hereto. Any material alternations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS WHEREOF, the City and SRF by their authorized partner or officer have hereunto subscribed their names.

DATE: 10/20/09

CITY OF MOORHEAD, MINNESOTA

By: [Signature]  
Mayor

By: [Signature]  
City Manager

SRF CONSULTING GROUP, INC.

DATE: 10-13-09

By: [Signature]

Name: Randall F. Geerdes

Its: President

CLIENT:	CITY OF MOORHEAD	Consultant:	SRF CONSULTING GROUP, INC.					
PROJECT:	CENTER AVENUE BRIDGE REHAB IN-CONST SERVICES RED RIVER	Sub consultants:	None					
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	ASSOCIATE	SR.	PROF.	TECHNICAL	CLERICAL	TOTALS
		***** ESTIMATED PERSON-HOURS *****						
	<b>SRF CONSULTING GROUP, INC.</b>							
	<b>FINAL ESTIMATE TO PROVIDE FULL TIME INSPECTION DURING PAINTING OPERATIONS (FULL TIME INSPECTION TO BE PROVIDED BY CLAY COUNTY CERTIFIED BRIDGE INSPECTOR), CONSTRUCTION SURVEY, COORDINATION OF ALL MN DOT TESTING REQUIREMENTS, COMPLETE ALL DCP &amp; ARRA PAPERWORK, PROJECT CLOSE OUT, PREPARATION OF RECORD DRAWINGS, COORDINATE FINAL MNDOT INSPECTION. ASSUMES THAT THE PROJECT WILL START OCTOBER 5, 2009 AND BE COMPLETED JULY 1, 2010 (ASSUMES 20 WEEKS OF CONSTRUCTION TIME WITH WINTER SUSPENSION). THIS IS INTENDED TO BE AN HOURLY CONTRACT, THIS ESTIMATE IS INTENDED TO PROVIDE THE CITY WITH AN ESTIMATE OF IN-CONSTRUCTION COST, THE ACTUAL COST WILL BE BASED ON HOURS WORKED PLUS EXPENSES. THE TESTING COSTS WILL BE DIRECTLY BILLED TO THE CITY</b>							
	<b>TABLE OF CONTENTS</b>							
1.0	Project Management and Coordination							
2.0	Survey (Construction Staking)							
3.0	In-Construction Inspection							
4.0	Construction Records and Progressive Estimates							
5.0	Prepare Electronic Redlines							
6.0	Project Closeout							
1.0	Project Management and Coordination							
1.1	General day-to-day project management and administration including inspection oversight (based on 20 weeks)	8	200	0	0	0	0	20
1.2	Set up project files and DCP electronic record keeping files	0	4	0	4	0	0	2
1.3	Prepare for and attend all meetings as necessary for the project including the following:							
	- Pre-Construction Meeting	0	10	0	4	0	0	1
	- Bi-Weekly Project Coordination Meetings (Assumes 8)	0	8	0	16	0	0	4
	Includes preparation of meeting minutes and submit to all attendees.							
	<b>SUBTOTAL - TASK 1</b>	<b>8</b>	<b>222</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>27</b>
								<b>281</b>

CLIENT:	CITY OF MOORHEAD	Consultant:	SRF CONSULTING GROUP, INC.					
PROJECT:	CENTER AVENUE BRIDGE REHAB IN-CONST SERVICES RED RIVER	Sub consultants:	None					
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
***** ESTIMATED PERSON-HOURS *****								
2.0	Survey (Construction Staking)							
	The hours shown for this task will allow for construction staking for all traffic control and miscellaneous staking required. Direct cost which include survey vehicle mileage, stakes and lath, and equipment cost are shown as a direct expense.							
2.1	Construction Survey	0	0	0	0	8	0	8
	<b>SUBTOTAL - TASK 2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>
3.0	In-Construction Inspection							
	Pin and Hanger Replacement (7 week duration - Mon-Fri) - The hours shown includes time for one bridge inspector from Minneapolis to visit the project full-time for the first week of construction and then make 2 day bi-weekly trips for the remainder of the project. Direct expenses will include mileage and is shown as a direct expense. Assumes Clay County will provide full-time inspection with certified bridge inspector and collect material certifications, conduct employee interviews, etc...							
3.1a	On-site part time inspection.	0	100	0	0	0	0	100
	Painting (13 week duration - Mon-Sat) - The hours shown includes 50 hrs per week for an SRF inspector to provide full-time inspection under the direction of the certified bridge inspector from Clay County. Will meet with Clay County once per week to review paperwork and documentation.							
3.1b	On-site full time inspection.	0	0	0	650	0	0	650
3.2	Project punch list including final walk through with City.	0	12	0	16	0	0	28
	<b>SUBTOTAL - TASK 3</b>	<b>0</b>	<b>112</b>	<b>0</b>	<b>666</b>	<b>0</b>	<b>0</b>	<b>778</b>
4.0	Construction Records and Progressive Estimates							
	SRF will complete all required DCP paperwork, including but not limited to Item Record Account, Progressive Estimates, Change in Status Forms, Material Documentation, Shop Drawing Reviews (in conjunction with City review), Labor Rate Documentation, etc.							
4.1	DCP & ARRA Documentation	0	20	0	80	0	15	115
4.2	Shop Drawing Review	0	40	0	10	0	4	54
	<b>SUBTOTAL - TASK 4</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>90</b>	<b>0</b>	<b>20</b>	<b>170</b>

CLIENT:	CITY OF MOORHEAD	Consultant:	SRF CONSULTING GROUP, INC.						
PROJECT:	CENTER AVENUE BRIDGE REHAB IN-CONST SERVICES RED RIVER	Sub consultants:	None						
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	ASSOCIATE	SR.	PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
ESTIMATED PERSON-HOURS									
5.0	Prepare Electronic Redlines								
	At the end of the project SRF will prepare electronic record drawings with all project field changes per the City of Moorhead guidelines.								
5.1	Prepare Paper Redlines	0	4	0	0	20	20	0	44
	<b>SUBTOTAL - TASK 5</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>44</b>
6.0	Project Closeout								
6.1	Review all project files and prepare a final project files for delivery to the City of Moorhead	1	8	0	0	32	0	20	61
	<b>SUBTOTAL - TASK 6</b>	<b>1</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>20</b>	<b>61</b>
	<b>TOTAL ESTIMATED PERSON HOURS</b>	<b>9</b>	<b>406</b>	<b>0</b>	<b>832</b>	<b>28</b>	<b>67</b>	<b>1342</b>	
	<b>AVERAGE HOURLY PAYROLL RATES</b>	<b>\$179</b>	<b>\$107</b>	<b>\$87</b>	<b>\$77</b>	<b>\$70</b>	<b>\$60</b>		
	<b>ESTIMATED LABOR AND OVERHEAD</b>	<b>\$1,611</b>	<b>\$43,442</b>	<b>\$0</b>	<b>\$64,064</b>	<b>\$1,960</b>	<b>\$4,020</b>	<b>\$115,097</b>	
	<b>ESTIMATED DIRECT NON-SALARY EXPENSES:</b>							<b>\$2,161</b>	
	<b>TOTAL ESTIMATED FEE</b>								<b>\$117,258</b>

CLIENT:	CITY OF MOORHEAD	Consultant:	SRF CONSULTING GROUP, INC.				
PROJECT:	CENTER AVENUE BRIDGE REHAB IN-CONST SERVICES RED RIVER	Sub consultants:	None				
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL / ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
**** ESTIMATED PERSON-HOURS ****							
	<b>ESTIMATED DIRECT NON-SALARY EXPENSES</b>						
	MILEAGE: (Allowable IRS rate for business use of personal vehicles)	2800 Miles @	\$0.550 per mile				\$1,540
		20 Miles @	\$0.550 per mile				\$11
	<b>PRINTING (OUTSIDE SOURCE):</b>						
	8-1/2" Bond paper (Special Provisions, etc.)	200 Sheets @	\$0.10 per sheet				\$20
	11" x 17" Bond paper	200 Sheets @	\$0.20 per sheet				\$40
	Color copies (11" x 17" Bond paper)	50 Sheets @	\$2.00 per sheet				\$100
	POSTAGE						\$50
	SURVEY MATERIALS						\$150
	MISCELLANEOUS						\$250
	<b>ESTIMATED DIRECT NON-SALARY EXPENSES</b>						\$2,161
	<b>COSTS PER TASK</b>						
1.0	Project Management and Coordination	\$1,432	\$23,754	\$0	\$1,848	\$0	\$1,520
2.0	Survey (Construction Staking)	\$0	\$0	\$0	\$0	\$660	\$660
3.0	In-Construction Inspection	\$0	\$11,984	\$0	\$51,282	\$0	\$63,266
4.0	Construction Records and Progressive Estimates	\$0	\$6,420	\$0	\$6,930	\$0	\$14,350
5.0	Prepare Electronic Redlines	\$0	\$428	\$0	\$1,540	\$1,400	\$3,368
6.0	Project Closeout	\$179	\$856	\$0	\$2,464	\$0	\$1,200
	<b>SUBTOTAL</b>						\$115,097
	Direct Non-Salary Expenses						\$2,161
	<b>TOTAL</b>						\$117,258



CITY OF FARGO ENGINEERING DEPARTMENT

COMP: fgo - City of Fargo

Impr Dist No: 5807-2

Chg Ord No: 1

Date Entered:

For: Fritz Electric

Date Printed: 12/16/2009

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

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

This change order reconciles the estimated quantities used in the Fix broken Fibers to complete Fiber communication system

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
20	3684	Remove & Replace 4" Concrete Sidewalk	SY	27.00	-6.62	20.38	-6.62	13.76	75.00	-496.50
20	7315	2.0" Diameter Rigid Conduit	LF	516.00	2.00	518.00	2.00	520.00	16.00	32.00
20	7390	Install Pull Box	EA	10.00	1.00	11.00	1.00	12.00	1,200.00	1,200.00
20	7425	Communication Cable	LF	15,200.00	-414.00	14,786.00	-414.00	14,372.00	1.85	-765.90
20	11220	Extra Item-Misc. Fiber Items-MVM Contracting	EA	0.00	1.00	1.00	1.00	2.00	2,936.56	2,936.56
<b>Traffic Signals Improvements Sub Total</b>										<b>2,906.16</b>
										Total: 2,906.16

Source of Funding: *Street Sales Tax*  
 Net Amount Change Order 1: \$2,906.16  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$90,301.00  
 Total Contract Amount: \$93,207.16

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

APPROVED:

APPROVED:

*Mark H. Butler*

City of Fargo Engineer

*Shawn Boyer*  
 For Contractor FRITZ ELECTRIC

Mayor

President

Title

Attest

CITY OF FARGO ENGINEERING DEPARTMENT

DATE: 12/16/2009 10:22:28 AM

COMP Page 1 of 2 City of Fargo

Impr Dist No: 5807-2

Chg Ord No: 1

Date Entered:

For: Fritz Electric

Date Printed: 12/16/2009

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**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

This change order reconciles the estimated quantities used in the Fix broken Fibers to complete Fiber communication system

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
20	3684	Remove & Replace 4" Concrete Sidewalk	SY	27.00	-6.62	20.38	-6.62	13.76	75.00	-496.50
20	7315	2.0" Diameter Rigid Conduit	LF	516.00	2.00	518.00	2.00	520.00	16.00	32.00
20	7390	Install Pull Box	EA	10.00	1.00	11.00	1.00	12.00	1,200.00	1,200.00
20	7425	Communication Cable	LF	15,200.00	-414.00	14,786.00	-414.00	14,372.00	1.85	-765.90
20	11220	Extra Item-Misc. Fiber Items-MVM Contracting	EA	0.00	1.00	1.00	1.00	2.00	2,936.56	2,936.56
<b>Traffic Signals Improvements Sub Total</b>										<b>2,906.16</b>
										Total: 2,906.16

Source of Funding: *Street Sales Tax*  
 Net Amount Change Order 1: \$2,906.16  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$90,301.00  
 Total Contract Amount: \$93,207.16

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

APPROVED:

APPROVED:

*Mark H. Butler*

City of Fargo Engineer

For Contractor

Mayor

Title

Attest

(12)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5776 Type: Balancing Change Order No. 1

Location: Maple Valley Addition Date of Hearing: 01/06/10

<u>Routing</u>	<u>Date</u>
City Commission	01/11/10
PWPEC File	X
Project File	Mark Miller
Petitioners	
David W. Johnson	

The Committee reviewed change order No. 1 for extra work items for paving improvements in Maple Valley Addition.

On a motion by Steve Sprague, seconded by Al Weigel, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Balancing Change Order No. 1 in the amount of \$140,448.05 for District No. 5776.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				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		
Al Weigel, Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner  
 Mark H. Bittner  
 City Engineer

Cc: Bev Martinson

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5776  
 Date Entered:  
 Date Printed: 12/09/2009

Chg Ord No: 1  
 For: Northern Improvement Co.

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

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
3	3724	24" CMP	LF	60.00	0.00	60.00	20.00	80.00	37.50	750.00
3	3754	Seeding with Mulch	SY	12,463.00	0.00	12,463.00	42,734.14	55,197.14	0.35	14,956.95
3	3895	Inlet Protection Type B	EA	28.00	0.00	28.00	-15.00	13.00	157.50	-2,362.50
3	3897	Temporary Construction Entrance	EA	1.00	0.00	1.00	-1.00	0.00	450.00	-450.00
3	4606	Seeding with Hydro-mulch	SY	21,994.00	0.00	21,994.00	-1,099.54	20,894.46	0.60	-659.72
<b>Storm Sewer Sub Total</b>										<b>12,234.73</b>
6	4000	Excavation	CY	12,000.00	0.00	12,000.00	-6,446.08	5,553.92	3.00	-19,338.24
6	4002	Subcut	CY	10,557.00	0.00	10,557.00	-629.23	9,927.77	3.50	-2,202.31
6	4007	Grade Ditches	LF	4,609.00	0.00	4,609.00	-1,974.21	2,634.79	2.25	-4,441.97
6	4010	Subgrade Preparation	SY	31,670.00	0.00	31,670.00	571.00	32,241.00	0.66	376.86
6	4050	Geotextile Filter Fabric	SY	31,670.00	0.00	31,670.00	571.00	32,241.00	1.10	628.10
6	4064	Crushed Concrete Base Material	CY	563.00	0.00	563.00	-26.43	536.57	27.50	-726.83
6	4068	Gravel Base (Class 5) - 7"	SY	11,020.00	0.00	11,020.00	571.00	11,591.00	5.03	2,872.13
6	4100	Concrete Curb & Gutter (Type I)	LF	5,163.00	0.00	5,163.00	-22.00	5,141.00	9.24	-203.28
6	4104	Concrete Curb & Gutter (Type II)	LF	6,277.00	0.00	6,277.00	740.10	7,017.10	10.45	7,734.05
6	4132	7" RC Driveway	SY	49.00	0.00	49.00	4.56	53.56	47.95	218.65
6	4138	4" RC Sidewalk	SY	3,108.00	0.00	3,108.00	-7.71	3,100.29	30.44	-234.69
6	4200	Aggregate for Asphalt Base Course	TON	8,427.00	0.00	8,427.00	901.05	9,328.05	29.59	26,662.07
6	4202	Aggregate for Asphalt Wearing Course	TON	647.00	0.00	647.00	74.67	721.67	32.48	2,425.28
6	4221	Asphalt Cement	GAL	127,722.00	0.00	127,722.00	3,360.03	131,082.03	1.61	5,409.65
6	4460	4" Perforated PVC w/Fabric Wrap	LF	11,440.00	0.00	11,440.00	718.00	12,158.00	2.74	1,967.32
6	4461	Install Watertight Manhole Seals	EA	24.00	0.00	24.00	1.00	25.00	306.48	306.48
6	4465	Install Watertight Manhole Seal Extension	EA	24.00	0.00	24.00	-24.00	0.00	177.40	-4,257.60
6	4485	Casting to Grade (Over Depth)	EA	1.00	0.00	1.00	-1.00	0.00	165.00	-165.00
6	11243	Extra Item - Hydrant adjustments	LS	0.00	0.00	0.00	1.00	1.00	9,090.40	9,090.40
6	11276	Extra Item - on site import clay	CY	0.00	0.00	0.00	10,060.98	10,060.98	7.00	70,426.86
6	11284	Extra Item - casting to grade (over depth)	EA	0.00	0.00	0.00	28.00	28.00	125.00	3,500.00
6	11285	Extra Item - repair curb stop box	LS	0.00	0.00	0.00	1.00	1.00	790.24	790.24
6	11286	Extra Item - storm inlets & grates	LS	0.00	0.00	0.00	1.00	1.00	1,426.12	1,426.12
6	11287	Extra Item - inlet relocation	LS	0.00	0.00	0.00	1.00	1.00	2,881.97	2,881.97
6	11438	Extra Item - 6" concrete	SY	0.00	0.00	0.00	125.32	125.32	40.00	5,012.80
6	11479	Extra Item - hydrant relocation & repair	LS	0.00	0.00	0.00	1.00	1.00	5,519.50	5,519.50
6	11480	Extra Item - BFM seeding around pond	SY	0.00	0.00	0.00	5,165.25	5,165.25	1.38	7,128.05
6	11481	Extra Item - relocate trees	LS	0.00	0.00	0.00	1.00	1.00	4,325.46	4,325.46
6	11482	Extra Item - clay for bike path around pond	CY	0.00	0.00	0.00	170.00	170.00	7.00	1,190.00
<b>Paving Sub Total</b>										<b>128,322.07</b>
16	5018	#6 USE Cu Conductor	LF	23,550.00	0.00	23,550.00	105.00	23,655.00	0.95	99.75
16	5074	1-1/2" Innerduct	LF	7,797.00	0.00	7,797.00	85.00	7,882.00	2.30	195.50
<b>Street Lighting Sub Total</b>										<b>295.25</b>
183	7730	Install Sign Assembly	EA	6.00	0.00	6.00	2.00	8.00	80.00	160.00

CITY OF FARGO ENGINEERING DEPARTMENT

Impr Dist No: 5776  
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Chg Ord No: 1  
 For: Northern Improvement Co.

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**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

Seq	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
183	7753	Diamond Grade Cubed Signs	SF	54.50	0.00	54.50	20.20	74.70	20.00	404.00
183	7755	Sign Assembly & Anchor	EA	26.00	0.00	26.00	-11.00	15.00	88.00	-968.00
<b>Signing &amp; Striping Sub Total</b>										<b>-404.00</b>
<b>Total:</b>										<b>140,448.05</b>

Source of Funding: *Special Assess*  
 Net Amount Change Order 1: \$140,448.05  
 Previous Change Orders: \$0.00  
 Original Contract Amount: \$1,283,435.87  
 Total Contract Amount: \$1,423,883.92

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

APPROVED:

APPROVED:

*Mark D. Bittner*

City of Fargo Engineer

*Mary Ann...*

For Contractor

Mayor

*VICE PRESIDENT*

Title

Attest