

Monday, April 6, 2020 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission). \*\*\*PLEASE NOTE that in an effort to exercise the CDC's Prevention guidelines pertaining to social distancing and gatherings only ten individuals can be in attendance. Members of the public and media are encouraged to view the meeting in an alternative method, including the following: via a livestream hosted on the City of Fargo's Facebook (questions and comments will be monitored during the Commission Meeting) and Twitter accounts, on the web at [www.TVFargo.com](http://www.TVFargo.com) or via the Fargo Access Channel 56.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 23, 2020).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of an Ordinance Relating to Flood Plain Management; 1st reading, 3/23/20.
- 2. Receive and file Complaint entitled Dennis William Merritt v. City of Fargo, et al.
- 3. Extension of the COVID-19 Emergency Declaration.
- 4. Bid award for Outdoor Warning Sirens (RFP20049).
- 5. Amended Engineer's Report for Project No. TR-20-A.
- 6. Bid award for heating pump replacement at the FARGODOME.
- 7. Notice of Grant Award from the USDA and the ND Department of Health for the WIC Program (CFDA #10.557).
- 8. Mural Agreement with Catie Miller.
- 9. Notice of Grant Award from the ND Department of Health for Title X Family Planning Program (CFDA #93.217).
- 10. Purchase of Service Agreement with Cass County Human Service Zone Board.
- 11. Temporary City of Fargo employment policies (Families First Coronavirus Response Act (FFCRA) Policy and Emergency Paid Leave Policy).
- 12. Resolution Approving Plat of Rail Crossing First Addition.
- 13. Fourth Amendment to Parking Management Agreement with Interstate Parking Company of North Dakota, LLC.

Page 2. Emergency motor grader repair from RDO Equipment in the amount of \$65,773.89.

15. Rebate Grant Agreements with ND Department of Environmental Quality, Air Quality Division.
16. Sole Source Procurement with Sundre Sand and Gravel, Inc. for emergency snow cat assistance (SSP20071).
17. Task Order from Wenck Associates for Civil Engineering Site Design Services in the amount of \$61,660.00 relative to Project No. SW20-01.
18. Task Order from Wenck Associates for a Facility Plan Update in the amount of \$55,870.00.
19. Sole Source Procurement with Metrohm Process Analytics for a process analyzer in the amount of \$77,817.00 (SSP19175).
20. Agreement for Cost-Share Reimbursement City of Fargo Downtown Water Tower Project with the ND State Water Commission for Project No. WA1910.
21. Bills.
22. Amended Engineer's Reports for Improvement District Nos. BR-20-B and PR-20-E.
23. Purchase of a permanent easement from Greenscape Companies, Inc. in association with Improvement District No. BN-19-A1.
24. Contract Amendment No. 3 with Houston Engineering in the amount of \$12,242.00 for Improvement District No. BN-19-A3.
25. Task Order No. 3 with Apex Engineering in the amount of \$106,258.00 for Improvement District No. BR-19-A0.
26. Create Improvement District Nos. AN-19-J, BN-20-E, BN-20-F, PN-20-A and SL-20-C.
27. Contract and bonds for Improvement District Nos. BR-20-A1 and UR-20-A1.

#### **REGULAR AGENDA:**

28. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project Costs in the amount of \$98,001.53.
29. Flood Update.
30. Public Hearings - 5:15 pm:
  - a. Application filed by RED E, LLC for a property tax exemption for a project located at 2700 7th Avenue North which the applicant will use in the operation of manufacturing essential oil extraction machines, distribution center for aftermarket agricultural parts and engineering consulting services.
  - b. CONTINUE to 4/20/20 - Alley Vacation of the alley between Lot 12, Block 26 and a part of Lot 7 and all of Lots 8-12, Block 25, Roberts Second Addition (1001 NP Avenue North and 28 10th Street North); approval recommended by the Planning Commission on 7/2/19; continued from the 8/12/19, 8/26/19, 10/21/19, 11/18/19, 12/16/19, 1/27/20, 2/10/20 and 2/24/20 Regular Meetings.

- c. Prairie Grove Fifth Addition (5354 26th Street South); approval recommended by the Planning Commission on 12/3/19:
    - 1. Zoning Change from LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential.
    - 2. 1st reading of rezoning Ordinance.
    - 3. Plat of Prairie Grove Fifth Addition.
  - d. Actions related to the Community Development Block Grant (CBDG)/HOME Investment Partnerships Programs.
31. Applications for property tax exemptions for improvements made to buildings:
- a. 55 South 27th Street LLC, 55 27th Street South (3 year).
  - b. Bridget and Bryan Hins, 1461 East Gateway Circle South (5 year).
  - c. Vincent L. Ulstad, 146 Prairiewood Drive South (3 year).
32. Appointment to the Airport Authority.
33. COVID-19 Update:
- a. COVID-19 impacts on the 2020 budget.
  - b. Commissioner Strand would like to discuss the COVID-19 impacts on residential landlords/tenants and lender/homeowner relationships, and possible action and/or direction from the City Commission.
  - c. Discussion regarding the CARES Act-Emergency Fund Relief and Updates.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. 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 website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

①

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

AN ORDINANCE AMENDING SECTIONS 21-0601 AND 21-0603  
OF ARTICLE 21-06 OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE  
RELATING TO FLOOD PLAIN MANAGEMENT

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

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

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

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

10 NOW, THEREFORE,

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

12 Section 1. Amendment.

13 Section 21-0601 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby  
14 amended to read as follows:

15 \* \* \*

16 19. "Substantial improvement" means any single repair, combination of repairs,  
17 reconstruction, rehabilitation, addition, or other improvement of a structure; taking place  
during a period of five (5) consecutive years beginning in 2015, the cumulative cost of  
18 which equals or exceeds 50% of the market value of the structure either:

- 19 a. Before the improvement or repair is started, or  
20 b. If the structure has been damaged and is being restored, before the  
21 damage occurred. For the purpose of this definition, substantial  
22 improvement is considered to occur when the first alteration of any wall,  
23 ceiling, floor, or other structural part of the building commences, whether  
or not that alteration affects the external dimensions of the structure.



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improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term "substantial improvement" does not include:

- a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure living conditions, or
- b. Any alteration of a structure listed on the National Register of Historic Places or a state or local inventory or register of historic places.

\* \* \*

Section 2. Amendment.

Section 21-0603 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

\* \* \*

B. Building Inspector--The building inspector is hereby appointed to administer and implement this ordinance by granting or denying building permit applications in accordance with the provisions of this article. The duties of the building inspector shall include, but not be limited to, the following:

1. Review all applications for building permits to determine that the permit requirements of this ordinance have been satisfied.
2. Review all applications for building permits to determine that all necessary permits have been obtained from federal, state, or local governmental agencies from which prior approval is required.
3. Review all applications for building permits to determine if the proposed structure or development is located in the floodway. If located in the floodway, assure that the encroachment provisions of § 21-0604 are met.
4. Review permit applications and proposed improvements to determine whether any improvement or repair of a building

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constitutes a substantial improvement and issue a written conclusion to the owner or applicant.

i. Determining Substantial Improvement. The building inspector shall make a determination based on the current market value of a structure, taking into account the cumulative cost of an improvement or repair taking place during a period of five (5) consecutive years beginning in 2015.

ii. Determining Current Market Value. Unless the owner provides the building inspector with a current market value assessment completed by a licensed assessor, the building inspector shall determine market value based on the current assessed value by the Assessor's Department either before the start of construction or before the damage occurred. If buildings have not been maintained and have deteriorated over time, current market value is based on the date of the application for the permit to improve or repair the building.

5. Track the cost of repairs and improvements for the purpose of making substantial improvement determinations.

\* \* \*

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 3. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

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

First Reading:  
Second Reading:  
Final Passage:



2

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

April 1, 2020

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Dennis William Merritt v. City of Fargo, et al. Case No: 3:20-cv-12**

Dear Commissioners,

The Complaint entitled Dennis William Merritt v. City of Fargo, et al is presented for receive and file. The North Dakota Insurance Reserve has retained counsel to defend the action and will be responding accordingly.

**SUGGESTED MOTION:** I move to receive and file the Complaint entitled Dennis William Merritt v. City of Fargo, et al.

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

Sincerely,

Nancy J. Morris  
Assistant City Attorney

NJM/al  
Enclosures



Pro Se 14 (Rev. 12/16) Complaint for Violation of Civil Rights (Prisoner)

## UNITED STATES DISTRICT COURT

for the

District of East Central Judicial

Division

Case No. \_\_\_\_\_

(to be filled in by the Clerk's Office)

Dennis William Merritt

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

" See Attached "

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

## COMPLAINT FOR VIOLATION OF CIVIL RIGHTS

(Prisoner Complaint)

## NOTICE

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

Defendants

Page ① \*

Fargo Police Department  
Officer Austin Yancy  
Officer Adam Gossen  
Sgt. Cristie Jacobsen

**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name Dennis William Merritt  
All other names by which  
you have been known: Warren Dean Wilkes  
ID Number MEB 82 9233  
Current Institution Cass County Jail  
Address 450 34th St. S  
Fargo ND 58103  
City State Zip Code

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. Make sure that the defendant(s) listed below are identical to those contained in the above caption. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

**Defendant No. 1**

Name Fargo Police Department  
Job or Title (if known) Police  
Shield Number \_\_\_\_\_  
Employer City of Fargo  
Address 105 25th St. N  
Fargo ND 58102  
City State Zip Code  
☐ Individual capacity ☒ Official capacity

**Defendant No. 2**

Name Austin Yancy  
Job or Title (if known) Police Officer  
Shield Number \_\_\_\_\_  
Employer Fargo Police Department  
Address 105 25th St. N  
Fargo ND 58102  
City State Zip Code  
☒ Individual capacity ☒ Official capacity

Pro Se 14 (Rev. 12/16) Complaint for Violation of Civil Rights (Prisoner)

## Defendant No. 3

Name

Adam Gossen

Job or Title (if known)

Police Officer

Shield Number

Employer

Fargo Police Department

Address

105 25<sup>th</sup> St N

Fargo

City

ND

State

58102

Zip Code

☒ Individual capacity☒ Official capacity

## Defendant No. 4

Name

Cristie Jacobsen

Job or Title (if known)

Sergeant

Shield Number

Employer

Fargo Police Department

Address

105 25<sup>th</sup> St N

Fargo

City

ND

State

58102

Zip Code

☒ Individual capacity☒ Official capacity

## II. Basis for Jurisdiction

Under 42 U.S.C. § 1983, you may sue state or local officials for the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (check all that apply):

☐ Federal officials (a *Bivens* claim)

☒ State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

Fourth Amendment to the U.S. Constitution 3. Emotional Distress

C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal officials?



- D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

Each defendant acted under color by each of the following.

- was on duty • was wearing a police uniform
- Used police equipment (Squad car? handcuffs) • Claimed to be an officer
- Carried out an arrest

### III. Prisoner Status

Indicate whether you are a prisoner or other confined person as follows (check all that apply):

- ☒ Pretrial detainee
- ☐ Civilly committed detainee
- ☐ Immigration detainee
- ☐ Convicted and sentenced state prisoner
- ☐ Convicted and sentenced federal prisoner
- ☐ Other (explain) \_\_\_\_\_

### IV. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. If the events giving rise to your claim arose outside an institution, describe where and when they arose.

December 19th 2019 Essentia Hospital 3000 University Dr Fargo ND 58103

- B. If the events giving rise to your claim arose in an institution, describe where and when they arose.

C. What date and approximate time did the events giving rise to your claim(s) occur?

December 19<sup>th</sup> 2019 between hours of 12:45 a.m. - 3:25 A.M.

D. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)

Fargo Police Department knowingly and with disregard to existing medical condition (Adam Gossen & Austin Yancy) forced my hands from hospital bed to pull my gloves down to verify identity then Christi Jacobsen assisted as well. Once identified I scream No, no, No. due to pain in wrist due to condition of De Quervain Tenosynovitis. I said I would give them my hands and was told "It's too late, we don't trust you. You lied about your name. They then dragged me to police car. There is Audio clearly hearing me say I would wait. I was then slammed against car twice, then placed in back of car. Austin Yancy then on top of me grabbed me by throat and swung at me. There is video of V. Injuries this incident as well. Sgt Kristie had to scream to him to stop. All verifiable by video and audio. Also they lied clearly in their statements.

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

I have to have surgery on the existing condition in wrist. There is also a bone separation. My Right: Anterior Clavicle is sticking out and I have no feeling in fingers and have pain shooting up arm. I am awaiting X-rays currently. I'm sure I will be required further medical treatment on Anterior Clavicle from my interpretation of Tail providers response to bone sticking up and the order placed for X-ray. I've also been having headaches daily since incident occurred.

## VI. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

- 1.) Monetary relief in the amount of \$616,816.00 for loss of work for the next 37 years at \$21.00/hr plus overtime.
- 2.) Monetary relief in the amount of \$200,000 for mental Anguish and PTSD as Mental Health Treatment and Meds is now needed.
- 3.) Monetary relief for all Medical Bills acquired for treatment as well as refunded for all Medical charges incurred by jail.
- 4.) Monetary relief in the Amount of \$125,000 for Emotional Distress for any time incarcerated in Cass Jail after 10 days of time.
- 5.) Monetary relief in the Amount of \$125,000 for physical pain endured from time of arrest.
- 6.) Monetary relief for all/any legal fees incurred. (See previous p. 11)

**VII. Exhaustion of Administrative Remedies Administrative Procedures**

The Prison Litigation Reform Act ("PLRA"), 42 U.S.C. § 1997e(a), requires that "[n]o action shall be brought with respect to prison conditions under section 1983 of this title, or any other Federal law, by a prisoner confined in any jail, prison, or other correctional facility until such administrative remedies as are available are exhausted."

Administrative remedies are also known as grievance procedures. Your case may be dismissed if you have not exhausted your administrative remedies.

A. Did your claim(s) arise while you were confined in a jail, prison, or other correctional facility?

☐ Yes

☒ No

If yes, name the jail, prison, or other correctional facility where you were confined at the time of the events giving rise to your claim(s).

---

B. Does the jail, prison, or other correctional facility where your claim(s) arose have a grievance procedure?

☒ Yes

☐ No

☐ Do not know

C. Does the grievance procedure at the jail, prison, or other correctional facility where your claim(s) arose cover some or all of your claims?

☐ Yes

☐ No

☐ Do not know

If yes, which claim(s)?

---

N/A

- D. Did you file a grievance in the jail, prison, or other correctional facility where your claim(s) arose concerning the facts relating to this complaint?

☐ Yes

☒ No

If no, did you file a grievance about the events described in this complaint at any other jail, prison, or other correctional facility?

☐ Yes

☒ No

- E. If you did file a grievance:

1. Where did you file the grievance?

N/A

2. What did you claim in your grievance?

N/A

3. What was the result, if any?

N/A

4. What steps, if any, did you take to appeal that decision? Is the grievance process completed? If not, explain why not. *(Describe all efforts to appeal to the highest level of the grievance process.)*

N/A

## F. If you did not file a grievance:

1. If there are any reasons why you did not file a grievance, state them here:

Has not incarcerated when incident occurred.

2. If you did not file a grievance but you did inform officials of your claim, state who you informed, when and how, and their response, if any:

Jail staff: Told to Fill out Inmate request form.

Detective Gress: He said he forwarded my request to internal Affairs.

## G.

Wrote to Chief of Police of Fargo Police Dept. Specifically Chief Todd and had jail forward request to Internal Affairs. Received no replies.  
Please set forth any additional information that is relevant to the exhaustion of your administrative remedies.

Have copies of all requests to file complaints

*(Note: You may attach as exhibits to this complaint any documents related to the exhaustion of your administrative remedies.)*

## VIII. Previous Lawsuits

The "three strikes rule" bars a prisoner from bringing a civil action or an appeal in federal court without paying the filing fee if that prisoner has "on three or more prior occasions, while incarcerated or detained in any facility, brought an action or appeal in a court of the United States that was dismissed on the grounds that it is frivolous, malicious, or fails to state a claim upon which relief may be granted, unless the prisoner is under imminent danger of serious physical injury." 28 U.S.C. § 1915(g).

To the best of your knowledge, have you had a case dismissed based on this "three strikes rule"?

☐ Yes

☒ No

If yes, state which court dismissed your case, when this occurred, and attach a copy of the order if possible.

N/A

- A. Have you filed other lawsuits in state or federal court dealing with the same facts involved in this action?

☐ Yes

☒ No

- B. If your answer to A is yes, describe each lawsuit by answering questions 1 through 7 below. (If there is more than one lawsuit, describe the additional lawsuits on another page, using the same format.)

1. Parties to the previous lawsuit N/A

Plaintiff(s) \_\_\_\_\_

Defendant(s) \_\_\_\_\_

2. Court (if federal court, name the district; if state court, name the county and State)

N/A

3. Docket or index number

N/A

4. Name of Judge assigned to your case

N/A

5. Approximate date of filing lawsuit

N/A

6. Is the case still pending? N/A

☐ Yes

☐ No

If no, give the approximate date of disposition.

N/A

7. What was the result of the case? (For example: Was the case dismissed? Was judgment entered in your favor? Was the case appealed?)

N/A

- C. Have you filed other lawsuits in state or federal court otherwise relating to the conditions of your imprisonment?

Pro Se 14 (Rev. 12/16) Complaint for Violation of Civil Rights (Prisoner)

☐ Yes☒ No

D. If your answer to C is yes, describe each lawsuit by answering questions 1 through 7 below. (If there is more than one lawsuit, describe the additional lawsuits on another page, using the same format.)

1. Parties to the previous lawsuit N/A

Plaintiff(s) \_\_\_\_\_

Defendant(s) \_\_\_\_\_

2. Court (if federal court, name the district; if state court, name the county and State)

N/A

3. Docket or index number

N/A

4. Name of Judge assigned to your case

N/A

5. Approximate date of filing lawsuit

N/A

6. Is the case still pending? N/A

☐ Yes☐ No

If no, give the approximate date of disposition

N/A

7. What was the result of the case? (For example: Was the case dismissed? Was judgment entered in your favor? Was the case appealed?)

NA

**IX. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 01.17.2020

Signature of Plaintiff

Printed Name of Plaintiff

Prison Identification #

Prison Address

Dennis William Merritt  
Dennis William Merritt  
Booking # 201900009226  
Cass County Jail  
Fargo ND 58103  
City State Zip Code

**B. For Attorneys**

Date of signing: \_\_\_\_\_

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Address

City

State

Zip Code

Telephone Number

E-mail Address



3

OFFICE OF THE MAYOR

DR. TIM MAHONEY

Fargo City Hall

225 4th Street North

Fargo, ND 58102-4817

Phone: 701.241.1310 | Fax: 701.476.4136

[www.FargoND.gov](http://www.FargoND.gov)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY 

DATE: APRIL 2, 2020

SUBJECT: EMERGENCY DECLARATION EXTENSION (COVID-19 PANDEMIC)

On March 16, 2020, I signed an Emergency Declaration in accordance with Fargo Municipal Code §10-0318 pertaining to the COVID-19 Pandemic. A copy is enclosed. Governor Burgum declared a statewide emergency on March 13th (Executive Order 2020-03). The Emergency Declaration was extended to the maximum thirty-day period and would therefore end at midnight on the evening of April 15, 2020.

You are well aware of the state of the world, the country, our state and our city relative to the pandemic. It continues to be a very real threat in the City of Fargo and it remains necessary for emergency powers to remain in place. I am seeking your approval of an extension beyond April 15, 2020, of the declared COVID-19 Pandemic Emergency until the emergency conditions no longer exist. Of course, pursuant to our emergency powers Ordinance (§10-0318), the City Commission may terminate the state of emergency at any time.

**SUGGESTED MOTION:** To approve the extension of the Emergency Declaration regarding the COVID-19 Pandemic Emergency in accordance with Fargo Municipal Code §10-0318 until such time as the emergency conditions no longer exist or is otherwise terminated by the Board of City commissioners of the City of Fargo.

Enclosure

## **CITY OF FARGO, NORTH DAKOTA EMERGENCY DECLARATION**

WHEREAS, The novel Coronavirus (COVID-19) is a severe respiratory illness capable of transmission from person to person that poses a threat to the health and safety of the residents of the City of Fargo; and

WHEREAS, No drug or vaccine is currently available to treat or prevent COVID-19; and

WHEREAS, United States Department of Health and Human Services Secretary Alex Azar declared a national public health emergency for COVID-19 on January 27, 2020; and

WHEREAS, On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic; and

WHEREAS, On March 13, 2020, President Donald J. Trump issued a declaration of a National Emergency due to the growing COVID-19 crisis in the United States; and

WHEREAS, On March 13, 2020, Doug Burgum, Governor of North Dakota, executed Executive Order 2020-03 declaring a state of emergency in North Dakota in response to the public health crisis resulting from the novel coronavirus (COVID-19) pursuant to authority granted in Article V, Section 1 of the North Dakota Constitution and North Dakota Century Code section 37-17.1-05, and further activated the North Dakota State Emergency Operations Plan (SEOP) in order to assist local and tribal officials, to prevent injuries and save lives, alleviate hardships, implement appropriate response and recovery actions and future mitigation measures and facilitate restoration of services and infrastructure; and

WHEREAS, Fargo Municipal Code §10-0318 authorizes the Mayor to declare a State of Emergency if the Mayor finds that the City, or any part thereof, is in imminent danger of suffering civil disturbance, disorder, riot or other occurrence which will seriously and substantially endanger the health, safety and property of the citizens; and

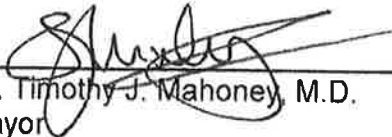
WHEREAS, The City of Fargo is proactively addressing preparedness, containment, mitigation and response measures to slow the transmission and reduce the potential impacts of COVID-19 to best serve the interests of the citizens of Fargo.

NOW THEREFORE, BE IT RESOLVED, that Mayor Dr. Timothy J. Mahoney, M.D., does hereby find that it is in the best interests of the citizens of the City of Fargo to be proactive in addressing the high likelihood that the City of Fargo will experience a public health crisis, that the City, or any part thereof, is in imminent danger of suffering civil disturbance, disorder, riot or other occurrence which will seriously and substantially endanger the health, safety and property of the citizens and be significantly impacted by the Coronavirus (COVID-19) within the City, and therefore hereby declares a State of Emergency.

BE IT FURTHER RESOLVED, That the City of Fargo, its department and affiliates are authorized to take immediate measures to limit hardships and impacts related to COVID-19 upon the citizens of Fargo.

This Declaration of Emergency shall extend for a period of thirty days from the date hereof, unless it is sooner amended, terminated or extended in accordance with Fargo Municipal Code §10-0318.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Fargo, North Dakota, to be affixed this 16th day of March, 2020.

  
\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D.  
Mayor  
Fargo, North Dakota

ATTEST:

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

④

MEMORANDUM

RFP20049

TO: BOARD OF CITY COMMISSIONERS  
FROM: Leon Schlafmann, Emergency Services Coordinator City of Fargo  
DATE: April 6, 2020  
SUBJECT: BID AWARD TO MIDSTATES WIRELESS FOR OUTDOOR WARNING SIRENS

On March 27, 2020 proposals were received to replace up to four outdoor warning sirens. This equipment is compatibility specific and only one bidder submitted a proposal for the siren project. 2020 capital outlay allows \$120,000.00 for the replacement sirens.

The results from the RFP20049 bid are as follows: (Bidding four locations)

Equipment to be replaced at 40 Ave and 25 St. S for the cost of	\$30,206.72
Equipment to be replaced at 35 Ave and 15 St. S for the cost of	\$30,206.72
Equipment to be replaced at 35 Ave and 33 St S. for the cost of	\$30,206.72
Equipment to be installed at 26 ½ Ave and 25 <sup>th</sup> St. S for the cost of	\$30,206.72
<b>Total cost of excepted Bids</b>	<b>\$ 120,826.88</b>

After reviewing the only bid it is the recommendation to move forward with four sirens at this time. The cost of not having to replace footings and poles will be a cost savings to allow this project to do the four sirens.

**RECOMMENDED MOTION:** Approve the recommendation to accept the MidStates Wireless Fargo, North Dakota, bid to purchase and install outdoor warning sirens with a total installed price of \$120,826.88.

---

Mayor Tim Mahoney

---

April 6, 2020



## **SIREN Addition Project FOR CITY OF FARGO**

**(Dated March 2020)**

**Proposed – Federal Signal Alerting and Notification System**

**Prepared By: Travis Mastin, Project Manager  
Trista Walla, Service Manager**

---

**Mid States Wireless, Inc.**  
**55 N 3<sup>rd</sup> Street**  
**Fargo, ND 58102**  
**(701) 293-9561**  
**[Travism@midstateswireless.com](mailto:Travism@midstateswireless.com)**  
**[Tristaw@midstateswireless.com](mailto:Tristaw@midstateswireless.com)**

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## **SECTION 1.0 BIDDER PROFILE**

Mid States Wireless, Inc., formerly known as Elder's Radio Communications, was originally formed in 1946 to work on consumer electronics during and following WWII when replacement parts were difficult to find. Elder's Radio Communications installed its first commercial RF communications in a fleet of taxi cabs for Doyle Cab Company in Fargo, ND.

The company has remained in the same family for the past 70 years and has been handed from one generation to the next. Today the corporation deals primarily in public safety, interoperability solutions from the RF subscriber, to the dispatch center technology up to and including the construction and maintenance of the tower facilities.

Mid States Wireless has 2 primary locations: the headquarters in Fargo, ND and a satellite shop in Minot, ND. MSW has 2 technician that are permanently assigned to Minot Air Force Base (AFB). these technicians that are located on the AFB's are contracted by the federal government to maintain the Land Mobile Radio network for the respective facilities. In addition to the maintenance of these facilities, Mid States does a significant amount of work with Minot AFB on the upgrade and expansion of its current communications network.

Mid States works with a variety of technologies, including but not limited to, wireless broadband (point-to-point & multi-point), UHF & VHF solutions (both analog and digital), Digital Trunking, Complete Dispatch Center Solutions, Command and Control Consoles, Analog and Digital Video capture and storage, 911 integration, Turnkey tower installations, Siren and Alerting Solutions, Squad car fit-up, In car digital, ALPR, to name a few.

Mid States Wireless is a family owned and operated corporation and prides itself on being community oriented and employee friendly, a majority of our approximately 20 employees have worked for us for more than 5 years and more than half of them for greater than 15.

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## **SECTION 2.0 OVERVIEW:**

Mid States Wireless, Inc., has been in business in the Red River Valley and surrounding area since 1946. MSW has the best trained and equipped service technicians in the region and has provided installation and service on many similar systems in Federal/State/Local communities within a 150-mile radius of Fargo-Moorhead. The products specified in this bid from the manufacturer, Federal Signal, are, in MSW's opinion the best available for the City of Fargo's intended purpose. Federal Signal is the leader in alerting and notification solutions for communities and facilities around the world. FS market leading software, equipment, and services deliver "holistic" alerting and notification systems that integrate outdoor, indoor. And personal notifications systems over a redundant networked platform.

### ***BID DOCUMENTS***

**City of Fargo  
Cass County  
State of North Dakota  
CITY OF FARGO- SIREN Addition Project  
BID FORM**

#### **BID TO:**

---

#### **BID FOR:**

The work described as the **CITY OF FARGO- SIREN Addition Project**

Mid States Wireless (MSW) agrees to perform all the Work as described in the specifications document.

MSW hereby declares that it has carefully examined all Bidding and Contract Documents, prepared by CITY OF FARGO Director and Coordinator, and that they have personally inspected the actual location of the work, and local sources of supply, has satisfied themselves as to all the quantities and conditions, and understands that in signing this Bid they waive their right to plead any misunderstanding regarding the same.

MSW hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendents, perform all work, provide all services, and to construct all work in the bid package stated above and for the bid amount as stated below. The bid amount is to cover all costs incurred in performing the Work as required for this bid package category under the MSW's Documents, of which this Bid Form is a part.

Prices shall constitute full compensation for the complete provision, fabrication, and/or installation of each item including insurance, overhead, profit, and superintendents.

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MSW agrees that if awarded the Contract, to substantially complete the Work of the Contract, subject to the provisions of the Contract Documents, in accordance with the Project Construction Schedule prepared by the CITY OF FARGO.

MSW agrees that this bid may not be withdrawn for a period of ninety (90) calendar days immediately following the date of receipt of bids.

In submitting this bid, it is understood that the CITY OF FARGO reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received, and to accept any alternate(s) in any order or combination.

**THE UNDERSIGNED operates as a:**

Corporation, Incorporated in the State of North Dakota

**LEGAL NAME OF PERSON, FIRM, OR CORPORATION:**

Name: Mid States Wireless, Inc

Address 55 North 3<sup>rd</sup> St. Fargo, ND 58102

Phone (701) 293-9561

By Jon Wiser

Vice President / Operations Manager

---

The bidder shall submit three (3) copies of the following information to be included in the Proposal as evidence of compliance with the City of Fargo's specifications (see Section 3 for Proposal Format). **THE PROPOSAL MAY BE REJECTED IF THE RESPONSES TO THE REQUESTED SPECIFICATIONS ARE INCOMPLETE OR IF THE PROPOSED SYSTEM DEVIATES FROM THE SPECIFICATIONS.**

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### **SECTION 3.0 EQUIPMENT**

The purpose of this bid is purchasing, installing and optimizing siren equipment for the City of Fargo. The City of Fargo would like to Replace 4 existing mechanical sirens and, install 4 new sirens that are capable of two-way control/monitoring. The purpose of the project is to replace the 4 outdated sirens and install 4 new sirens.

#### **Equipment removed /re install New at 25th St and 40th Ave S (existing site)** **(\$30,206.72)**

**Remove existing Whelen siren, re-engineer existing Pole for New Federal 2001 siren and electrical**

**2001-130** 130db rotating Mechanical siren

**DCFCTBDU** 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf Radio/Nema Aluminum Cabinets

**2001TRBP** Transformer/Rectifier for AC/DC operation

**HTR4** Battery warming blankets

**DCM0075** Large sealed batteries

#### **Equipment removed /re install New at 15th St and 35th Ave S (existing site)** **\_\_\_\_\_(\$30,206.72)**

**Remove existing Whelen siren, re-engineer existing Pole for New Federal 2001 siren and electrical**

**2001-130** 130db rotating Mechanical siren

**DCFCTBDU** 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf Radio/Nema Aluminum Cabinets

**2001TRBP** Transformer/Rectifier for AC/DC operation

**HTR4** Battery warming blankets

**DCM0075** Large sealed batteries

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**Remove existing Whelen siren, reuse Pole and electrical**

**Equipment removed /Re-install new 33rd St and 35th Ave S (existing Site)**  
**\_\_\_\_\_(\$30,206.72)**

**Remove existing Whelen siren, re-engineer existing Pole for New Federal 2001 siren and electrical**  
**2001-130 130db rotating Mechanical siren**

**DCFCTBDU 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf**  
**Radio/Nema Aluminum Cabinets**

**2001TRBP Transformer/Rectifier for AC/DC operation**

**HTR4 Battery warming blankets**

**DCM0075 Large sealed batteries**

**Equipment removed /Re-install new 25th St and 26½ the Ave S (existing Site)**  
**\_\_\_\_\_(\$30,206.72)**

**Remove existing Whelen siren, re-engineer existing Pole for New Federal 2001 siren and electrical**  
**2001-130 130db rotating Mechanical siren**

**DCFCTBDU 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf**  
**Radio/Nema Aluminum Cabinets**

**2001TRBP Transformer/Rectifier for AC/DC operation**

**HTR4 Battery warming blankets**

**DCM0075 Large sealed batteries**

### **SECTION 3.1 EQUIPMENT PRICING**

TOTAL PRICE INCLUDING EQUIPMENT, INSTALLATION OF ALL EQUIPMENT, ELECTRICAL, new adapter plates for existing poles.

**\$120,826.88** (one hundred twenty thousand eight hundred and twenty-six dollars and eighty eight.)

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Physically inspect and test the sirens twice a year as directed below:

1. Inspection of sirens will occur twice a year with a more extensive individual check of each siren in the spring. The inspection will coincide with the time change spring & fall
2. Perform battery load testing
3. Verify that the speaker oscillates back and forth properly.
4. Verify that the siren activates via radio (one way and two way)
5. Physically inspect installation to be sure that ground connections are secure and not corroded, the antenna is straight, hardware holding the cabinet and speaker to the pole are tight, etc.
6. Check tamper switch activation.

CUSTOMER AGREES TO PERFORM MONTHLY CHECKS (1<sup>ST</sup> WEDNESDAY OF EVERY MONTH) AND IMMEDIATELY NOTIFY MSW OF ANY FAILURES OR CONCERNS

MSW HAS 4 TECHNICIANS TRAINED TO PERFORM MAINTENANCE ON THIS EQUIPMENT

MIDSTATES LOCAL SERVICE SHOP: 55 N 3<sup>RD</sup> ST, FARGO ND 58102

CONTACT INFO – EMERGENCY / 24 HOURS (701) 293-9561

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SAMPLE MAINTENANCE CONTRACT (with a neighboring municipality):



June 1, 2013

West Fargo Police Department  
800 4<sup>th</sup> Avenue East  
West Fargo, ND 58078

RE: Annual Siren Maintenance Contract Years 2014-2015

This is a maintenance agreement between the West Fargo Police Department (WFPD) and Mid States Wireless, Inc. (MSW) regarding nine (9) Whelen mechanical sirens on 55 foot poles. The WFPD agrees to pay MSW the total sum of XXXXXXXX per year. These payments will be billed following the conclusion of scheduled maintenance period for a period of 2 years (2014 and 2015) to physically inspect and test the sirens twice a year as directed below:

1. Inspection of sirens will occur twice a year with a more extensive individual check of each siren in the spring. The two time of the year will be when the time change occurs in spring and fall.
2. Load test batteries making sure connections are secure and not corroded.
3. Perform SiTest on tone activation to verify operation of amplifiers and speaker drivers in the spring.
4. Verify that the speaker oscillates back and forth properly.
5. Verify that the siren activates via radio.
6. Physically inspect the installation to be sure that ground connections are secure and not corroded, the antenna is straight, hardware holding the cabinet and speaker to the pole are tight, etc.
7. Check tamper switch activation.

This agreement is signed the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the West Fargo Police Department and Mid States Wireless, Inc., and will be effective January 1, 2014 through December 31, 2015.

\_\_\_\_\_  
West Fargo Police Department

\_\_\_\_\_  
Mid States Wireless, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RESPONSE MATRIX	MAX TIME ACKNOWLEDGE	MAX TIME RESPOND	MAX TIME RESOLUTION
Urgent / Service Affecting	2 Hours	4 Hours	8 Hours
Serious / Non-Service Affecting	8 Hours	24 Hours	48 Hours
Routine (M – F / 8am – 5pm)	24 Hours (M-F)	3/5 Days (M-F)	3/5 Days (M-F)

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## **SECTION 5.0 DELIVERY AND INSTALLATION:**

### **Services Required by the Customer**

Identify and provide access to all locations

### **Services Provided by Mid States Wireless**

TK-S-PROJMGMT Project Management Services  
TK-IO-CUSTINS Site Optimization and install new antenna and coax  
TK-IO-CUSTINS System Optimization & Complete Training Package  
ES-IAT Internal Acceptance Test.  
ISYS-DOCUMENT Documentation - Operators manual and service manual

Mid States Wireless will order and accept delivery of equipment, install and perform and complete acceptance testing, for the siren addition project prior to July 31, 2019.

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## SECTION 6.0 REFERENCE DATA:

### REFERENCES FROM SIMILAR SYSTEMS IN THE AREA:

City of Moorhead Fire Department  
Jeff Wallin, Assistant Chief  
(218) 299-5439  
[jeff.wallin@ci.moorhead.mn.us](mailto:jeff.wallin@ci.moorhead.mn.us)

City of Grand Forks North Dakota  
Becky Ault, Public Safety Answering Point Director  
[BAult@grandforksgov.com](mailto:BAult@grandforksgov.com)  
701-787-8042

Stark County Emergency Management, North Dakota  
Bill Fahlsing, Director  
[BFahlsing@starkcountynd.gov](mailto:BFahlsing@starkcountynd.gov)  
701-227-0462

City of Watford City North Dakota  
Police Chief Art Walgren  
[awalgren@nd.gov](mailto:awalgren@nd.gov)  
701-842-2280

Williams County Emergency Management  
Mike Smith, Director  
[mikesm@co.williams.nd.us](mailto:mikesm@co.williams.nd.us)  
701-609-7017

Olmsted County Emergency Management, Minnesota  
Mike Bromberg, Director  
[bromberg.mike@co.olmsted.mn.us](mailto:bromberg.mike@co.olmsted.mn.us)  
507-328-6101

City of Lakeville Minnesota  
Police Chief John Kornmann  
[jekornmann@ci.lakeville.mn.us](mailto:jekornmann@ci.lakeville.mn.us)  
952-985-4843

City of St. Paul, MN  
Rick Larkin, Emergency Manager  
[rick.larkin@ci.stpaul.mn.us](mailto:rick.larkin@ci.stpaul.mn.us)  
651-266-5490

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**SECTION 7.0 ADDENDUM MATERIAL:**

The following addendum information is included on the following pages:

MAINTENANCE CONTRACT (Current Fargo Sample)  
ATP  
WARRANTY  
AFFIRMATIVE ACTION POLICY  
LIABILITY INSURANCE  
FEDERAL SIGNAL MODEL 2001-130  
FEDERAL MODEL FCTBD

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## MAINTENANCE CONTRACT

Here is the current maintenance contract between Mid States Wireless and City of Fargo on current installed sirens. MSW will negotiate a new contract in good faith with the City of Fargo based on their requirements and scope of maintenance desired



March 31, 2016

Fargo Emergency Management  
4630 15<sup>th</sup> Ave N  
Fargo, ND 58102

RE: Annual Siren Maintenance Contract Year 2016

This is a maintenance agreement between Fargo Emergency Management (FEM) and Mid States Wireless, Inc. (MSW) regarding thirty-three (33) warning sirens on 55 foot poles and 1 repeater and control station. The FEM agrees to pay MSW the total sum of \$3,360 (three thousand three hundred and sixty dollars) per year. These payments will be billed annually:

1. Load test batteries making sure connections are secure and not corroded.
2. Verify that the speaker oscillates back and forth properly.
3. Verify that the siren activates via radio.
4. Physically inspect the siren hardware and verify the equipment is structurally sound.
5. Testing of the repeater, control station and antenna systems.

This agreement is signed the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between Fargo Emergency Management and Mid States Wireless, Inc., and will be effective January 1, 2016 through December 31, 2016.

\_\_\_\_\_  
Fargo Emergency Management

\_\_\_\_\_  
Mid States Wireless, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Acceptance Test Plan

A comprehensive test plan is provided in partnership with the vendor, Federal Signal. Below is an outline of the comprehensive nature of the plan. Full test parameters including all equipment and all locations will be provided upon successful bid.

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## WARRANTY

**This warranty begins July 31st, 2020 (System Acceptance Date) and continues for the period of ONE YEAR following SAD.**

If it appears at any time within 1 year after installation and/or system acceptance that the equipment does not meet the system performance or individual equipment specifications and the CITY OF FARGO has notified the Mid States Wireless promptly in writing of such deficiencies, MSW shall within fourteen (14) days of notification correct the deficiency or make necessary repairs or replace any defective equipment or system to meet these specifications

Additionally.

- A) MSW warrants that all equipment conforms to its published specifications.
- B) MSW warrants that the equipment delivered under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship.
- C) MSW warrants that all equipment furnished hereunder is new, current manufacture, and includes the latest hardware and software designs being delivered by each manufacturer.
- D) Under this warranty, MSW shall remedy at its own expense any failure to conform to the general contract terms, specifications, or any other document included by reference into this contract. MSW also agrees to remedy at its own expense any defect in materials or their workmanship.
- E) MSW shall remedy at its own expense damage to CITY OF FARGO owned or controlled real or personnel property, when that damage is the result of the MSW's failure to conform to the contract requirements. MSW shall also restore any work damaged in fulfilling the terms of this contract.

MSW's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

- F) Should MSW fail to remedy any failure, defect, or damage within a reasonable time after receipt of notice thereof, the CITY OF FARGO shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at MSW's expense. This failure is also a breach of contract. Thus, the City of Fargo's rights are in addition to and not as an alternative to the City of Fargo's rights under breach of contract.
- G) In addition to the other rights and remedies provided by this contract clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, regarding any work and materials shall, at the discretion of the purchaser, be enforced by MSW for the benefit of the purchaser. MSW shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

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## WARRANTY CONTINUED

- H) If directed by the CITY OF FARGO, MSW shall require any such warranties to be executed in writing to the purchaser.
- I) The "acceptance" of a subsystem or individual equipment by the CITY OF FARGO shall not limit the City of Fargo's rights with respect to material defects, workmanship, or fraud.
- J) If there is a conflict between a clause in this warranty and a clause in the MSW's warranty, the clause that extends the greatest protection to the CITY OF FARGO under the circumstances in question shall control.
- K) Manufacturer (Federal Signal) warranty is as follows:

**Limited Warranty**

*The Alerting and Notification Systems Division of Federal Signal Corporation (Federal) warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and factory-performed labor (one year for Informer, EAS, and Federal software products) from the date of delivery to the first user-purchaser. Federal warrants every 2001, Eclipse and 508 Siren (Top of pole only) to be free from defects in material, per our standard warranty, under normal use and service for a period of five years on parts replacement.*

*During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal, are determined to be defective in material and/or workmanship.*


*Federal will provide warranty for any unit which is delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship.*

*This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. The Federal Signal Corporation warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to batteries.*

*Federal will provide on-site warranty service during the first 60-days after the completion of the installation, when Federal has provided a turn-key installation including optimization and/or commissioning services.*

*This warranty does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which have problems related to service or modification at any facility other than Federal factory or authorized warranty service centers. Moreover, Federal shall have no liability with respect to defects arising in Products through any cause other than ordinary use (such as, for example, accident, fire, lightning, water damage, or other remaining acts of God).*

**THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FEDERAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL WORKMANSHIP.**

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Safety and Security Systems / Alerting & Notification  
*Advancing security and well-being.*

2645 Federal Signal Drive, University Park, IL 60484  
Phone: 800.524.3021 Fax: 708.534.4865  
[www.alertnotification.net](http://www.alertnotification.net)

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### **AFFIRMATIVE ACTION POLICY**

In accordance with the City of Fargo's Affirmative Action policies against discrimination, no person shall, on the grounds of race, color, religion, sex, marital status, public assistance status, 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 program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

The following is Mid States Wireless's Affirmative Action Information:

1) Number of employees in Vendor's Company: 18

2) Vendor's firm has adopted a written Affirmative Action Program:

YES

3) Vendor's Affirmative Action Program (if any) has been subject to federal Equal Opportunity Review:

NO

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# MidStates

## Wireless



### CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURE FORWARD 1202 28th St S  Fargo ND 58103		CONTACT NAME: JoAnn Mehring PHONE (A/C, No. Ext): (701) 293-5540 FAX (A/C, No.): (701) 293-3336 E-MAIL ADDRESS: joann.mehring@insureforward.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Midstates Wireless, Inc. 55 North 3rd Street  Fargo ND 58102		INSURER A: Owners Insurance Company NAIC # 32700 INSURER B: Acuity Insurance 14154 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL195903072 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. LTR.	TYPE OF INSURANCE	AGG. SUBM. INFO. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - CONVOY PAGE \$ 2,000,000
	OTHER					Stopgap \$ 1,000,000
						COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> RENTED AUTOS ONLY					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$					\$
						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER ACCIDENT <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	I pers. describe under DESCRIPTION OF OPERATIONS below	Y	X70563 - State of MN	05/17/2019	05/17/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#### CERTIFICATE HOLDER

City of Fargo 200 N 3rd St  Fargo ND 58102
---

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JoAnn M. Mehring

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ACORD 25 (2016/03)

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# MidStates *Wireless*



► Model 2001-130 and Equinox

## High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox siren is a high power, rotating, uni-directional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (490 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

### FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

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# MidStates Wireless

2 / 2

**Power:<sup>1</sup>**

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

**Signal Information:**      **2001-130**      **Equinox**

Signal /Sweep Rate	Frequency Range	
Steady /Continuous	790 Hz	500 Hz
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz
Coverage: <sup>2</sup>	<b>2001-130</b>	<b>Equinox</b>
70dB	Up to 6,500'	Up to 6,100'
60dB	Up to 13,200'	Up to 12,200'

**Pole Mounts:**

Wood, steel, composite or concrete poles can be provided.

Contact Federal Signal for details

**Communications:**

Federal Signal can supply one-way and two-way communications. Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:<sup>3</sup>      -22°F to 140°F      -30°C to 60°C

Dimensions H x W x D:      62" x 37" x 41"  
(157 cm x 94 cm x 104 cm)

Shipping Weight:      460 lbs      205 kg

**HOW TO ORDER**

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

**Description**      **Part Number****Siren Ordering Information:**

Rotating electro-mechanical siren 130 dB(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included      **2001-130**

Rotating electro-mechanical siren, low frequency, 125 dB(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included      **Equinox**

**Siren Control Ordering Information:**

One-way FC Controller, 120VAC operation      **FC/H/U**

Two-way FC Controller, 120VAC operation      **FCTBD/H/U**

One-way FC Controller, 120VAC to battery operation      **DCFCB/H/U<sup>4</sup>**

Two-way FC Controller, 120VAC to battery operation      **DCFCTBD/H/U<sup>4</sup>**

**Command and Control for Multiple Siren Installation:**

Console for siren activation (R for rack mount)      **SS2000+/R**

Commander software for PC based siren activation, monitoring and control      **SFCD<sup>5</sup>**

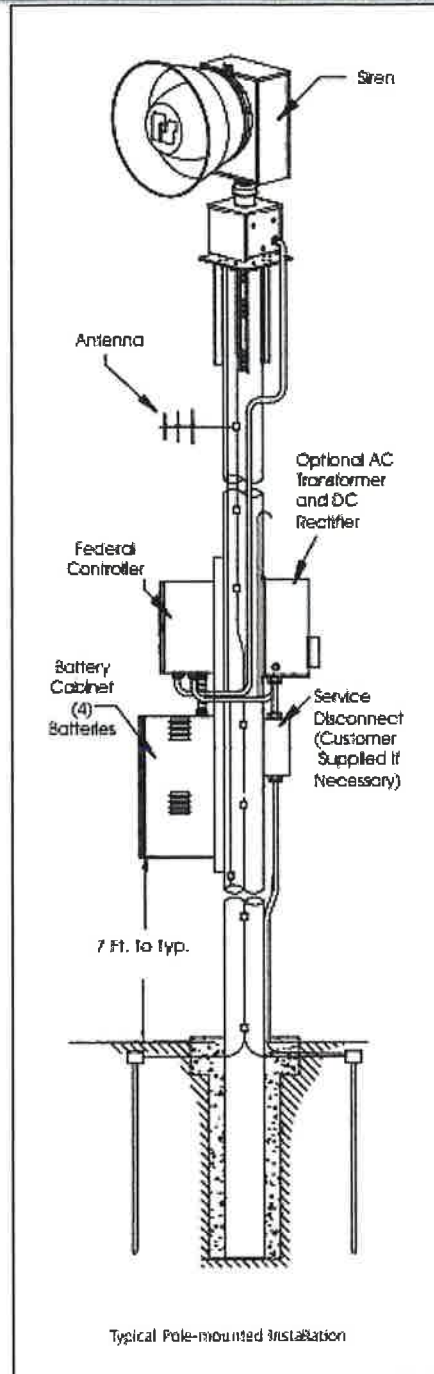
<sup>1</sup> Contact Federal Signal for powering options

<sup>2</sup> Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

<sup>3</sup> The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

<sup>4</sup> Batteries not included

<sup>5</sup> See product page for additional information

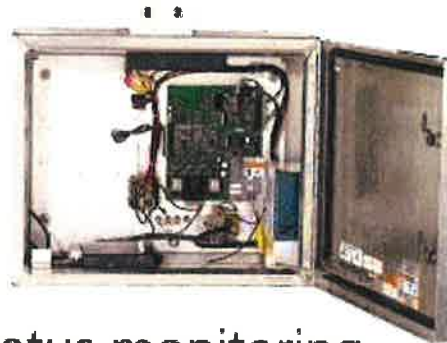


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# MidStates *Wireless*



## ► Model FCTBD

### Two-way control and status monitoring

#### Monitor any electro-mechanical siren.

The Federal Controller two-way digital (model FCTBD) will control and monitor any electro-mechanical siren, and may be used in conjunction with the SS2000+ Controller located at a central command point. The FCTBD will automatically report change in status of the unit's components back to the SS2000+ Controller. The system may also be polled via the SS2000+ at any time for current status conditions. The FCTBD offers the ability to monitor six remote sensor inputs, such as: AC power, low and up to three additional sensors to monitor siren operation. The FCTBD is packaged in a NEMA 4 weatherproof cabinet and comes equipped with power supply, gel battery, processor unit, radio transceiver and AC power surge protection.

The FCTBD is field programmable through an RS232 port. This enables the user to change activation code formats and signal timing. Programming is accomplished by using the FSPWARE that can be purchased separately. The FCTBD is programmable over the air, and includes a "digipeat" system feature that automatically seeks and recalls the best means of transmitting data to the central control by using the siren sites as radio repeaters. This feature can greatly reduce the costs of RF infrastructure required for the system.

The FCTBD is an ideal choice for upgrading or retrofitting one-way controls to two-way status monitoring for use with existing electro-mechanical sirens like the Federal Signal 2001-130 siren, S08, Eclipse8 and the Model 2 sirens.

#### FEATURES

- Two-way control and status monitoring
- Six remote sensor inputs
- Interface with PA systems, voice capable fire alarm systems and telephone alerting systems
- Programmable codes and timing
- Push buttons for local activation
- Built-in tone generator for local tones or public address features
- Internal battery back-up
- UL and cUL listed

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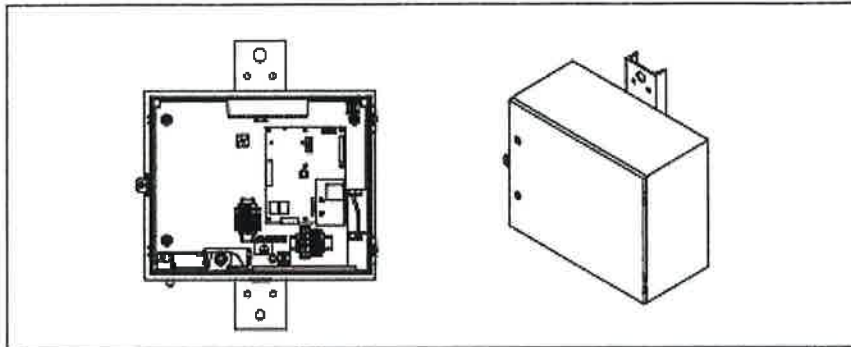
55 North 3<sup>rd</sup> Street, Fargo, ND, 58102

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# MidStates

## Wireless

### Two-Way Digital Controller (FCTBD)



#### SPECIFICATIONS

Operating Temperature: -22°F to 148°F -30°C to 65°C  
 Humidity: 0-98% non-condensing  
 AC supply voltage: 120 VAC @ 3.0 Amps  
 Current Draw: 240VAC @ 1.5 Amps  
 w/- 10%, 50/60 Hz, maximum standby current  
 Power Supply: 10A @ 13.3 VDC, 2A @ 13.3 VDC  
 Battery Backup: 12VDC - std, ext, Gel and AGM batteries available  
 Current Draw: <600 mA in standby  
 Serial Port Protocol: RS232C 1200, N, B, 1

#### Transceiver Specifications:

Programmable frequency: Power out and private line options. For further details consult the Veriex® Standard product manual.

#### Signaling Format:

AFSK1200 baud, MSK (Minimum Key Shift) modem type.  
 Usable decode sensitivity: 10db(C) SINAD (Min.)

DTMF 3-12 standard DTMF characters

4 relay outputs: SPST

Contract Rating: (4 relays standard) 3A @ 30VDC, 7A @ 250VAC

Audio Output Voltage: <2V peak to peak

Maximum Load: 8 Ohms

Total Harmonic Distortion: <10% @ 1kHz Sinewave

Controller Dimensions HxWxD: 62.5" x 23.5" x 16.94"

1588mm x 597mm x 430mm

Battery Cabinet Dimensions HxWxD: 20" x 20" x 12"

50.8cm x 50.8cm x 30.48cm

Vented NEMA 4X rated

Shipping Weight (approx.): 155 lbs. 70.3 kg

#### REPLACEMENT PARTS

Description	Part Number
Q2000028B	12VDC Charger
155193A	12VDC Battery
Q2005263B	PC+ Control Board

® Veriex is a registered trademark of Motorola Product Holdings, LLC

#### HOW TO ORDER

##### Specify Model:

Description	Part Number
Two-way Federal Controller	FCTBD <sup>1,2</sup>
Two-way Federal Controller, high band 148-174 MHz	FCTBDH <sup>1,2</sup>
Two-way Federal Controller, UHF band 403-470 MHz	FCTBDU <sup>1,2</sup>
IP-enabled two-way electro-mechanical controller	FCTBD-IP <sup>2,3</sup>

<sup>1</sup>For use with 2001-130, 506 and Edition<sup>4</sup>

<sup>2</sup>Antenna and cable are not included with radio activation control and must be ordered separately.

<sup>3</sup>Broadband radio and Smartway software sold separately.

#### OPTIONAL ACCESSORIES

Description	Part Number
Federal Commander Digital Software (See literature for details)	SPCDWARE
Two-way DTMF Programming	ES-PROG-DTMF
Private line tone and digital coded squelch encoder and decoder	S-PL1
Encoder and decoder (low)	FS-PL2
Hardware Controller	SS2000+
Telex Base, Landline	TB-L1
Two-way DTMF Programming	ES-PROG-DTMF
Sensor kits for Federal Controllers with two-way status monitoring. Select the sensor that matches your given motor type and number.	
Single motor AC current sensor	SK-SM
Three motor AC current sensor	SK-3M
Select the sensor that matches your voltage and phase	
Single phase, 120VAC voltage sensor	SK1-120
Single phase, 240VAC voltage sensor	SK1-240
3-phase, 240VAC voltage sensor	SK3-240
3-phase, 480VAC voltage sensor	SK3-480

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(5)

## ENGINEER'S REPORT

## TRAFFIC SIGNAL, STREET LIGHT MAINTENANCE &amp; INCIDENTALS

PROJECT NO. TR-20-A  
AMENDED 4-1-2020**Nature & Scope**

This project calls for replacement of 56 pedestrian signal LED countdown heads, the replacement of 434 traffic signal vehicle LED heads, the replacement of 277 street light fixtures and the installation of flashing yellow arrows at University & 17<sup>th</sup> Avenue South, 13<sup>th</sup> Avenue & 34<sup>th</sup> Street South, Main Avenue & 42<sup>nd</sup> Street, and 10<sup>th</sup> Street & 1<sup>st</sup> Avenue North.

**Purpose**

This project is part of the annual maintenance program of the citywide traffic signal and street lighting system.

**Feasibility**

The estimated construction cost of the project is \$327,120.50. The project will be funded by Street Light and Traffic Control Device Utility Fund as follows:

<b><u>Estimated Construction Cost:</u></b>	<b>\$ 327,120.50</b>
Plus 10% Engineering Fees:	\$ 32,712.05
Plus 3% Miscellaneous/Legal Fees:	\$ 9,813.61
Plus 4% Interest Fees:	\$ 13,084.82
Plus 4% Administration Fees:	\$ 13,084.82
Plus 10% Contingency Fees:	<u>\$ 32,712.05</u>
<b>Total Project Cost:</b>	<b>\$ 428,527.85</b>

**Project Funding Summary:**

Street Light & Traffic Control Device Utility Fund (100%):	\$ 428,527.85
--	---------------

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer



6

March 31, 2020

Fargo City Commission  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Dakota Plains Mechanical as the contractor to perform the replacement of the heating pump at FARGODOME.

Through an RFP process, three (3) proposals were submitted by vendors. The results are listed on the attached recommendation letter from JPK Engineering, LLC as well as summarized below:

<u>Firm</u>	<u>Amount</u>
Dakota Plains Mechanical	\$ 98,698.92
Robert Gibb & Sons	\$ 99,069.00
Burnn Boiler & Mechanical	\$ 104,814.00

Upon review of all submissions by JPK Engineering, LLC, it was determined that all vendors met the specifications required and price was within the range of expected parameters.

At their meeting on Tuesday, March 31, 2020, the Fargo Dome Authority voted to award this project to Dakota Plains Mechanical. Funding for this project is budgeted within the 2020 FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the selection of Dakota Plains Mechanical to perform the specified replacement of the heating pump at FARGODOME for the amount of \$98,698.92 as accepted by the Fargo Dome Authority, at their meeting on March 31, 2020.

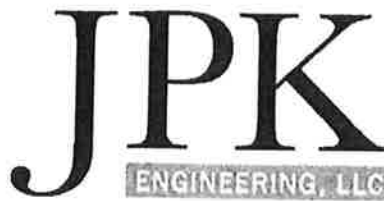
This project will be completed over the summer months as to be ready for the heating season in the fall of this year.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

Attachment



March 10, 2020

Fargodome  
1800 North Univ. Dr.  
Fargo, ND 58102

Attn.: Rob Sobolik, Executive Director

Re.: Heating Pump (P-14) Replacement

The purpose of this letter is to serve as a bid recommendation letter. Of the three prime contractors at the mandatory pre-bid walk through, there were three combined mechanical/electrical construction bids received for this project on March 10, 2020. The overall bid amounts were slightly higher than the established budget of \$88,000.

Following is a summary of the bid results:

Dakota Plains Mechanical	\$ 98,698.92
Robert Gibb and Sons Inc.	\$ 99,069.00
Burnn Boiler & Mechanical, Inc.	\$104,814.00

JPK Engineering recommends proceeding with Dakota Plains Mechanical. Feel free to contact our office with any questions. Thanks.

Sincerely,

*Jamie P. Kronbeck*


Jamie P. Kronbeck, PE  
JPK Engineering, LLC



(7)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: APRIL 1, 2020**

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM USDA AND NORTH DAKOTA DEPARTMENT OF HEALTH FOR SUPPLEMENTAL FUNDS FOR WIC OF \$4,400, BREASTFEEDING ROMOTION FOR \$2500 AND WIC EBT FOR \$840 GRANT NUMBER G19.344, CFDA 10.557**

The following Notice of Grant Award Amendment for \$7,740 from the North Dakota Department of Health and the USDA for Women, Infants and Children programs:

**Expense 2020**

In State Travel	101-6090-451-56-60	\$3,340
Out State Travel	101-6090-451-57-60	\$4,400

**Revenue 2020**

WIC	101-0000-331-12-29	\$7,740
-----	--------------------	---------

If you have any questions, please contact me at 241.1380.

**Suggested Motion:** Move to approve the award amendment from North Dakota Department of Health & USDA.

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD – AMENDMENT**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 59919 (01-2020)

Grant Number G19.344A	CFDA Name WIC: Special Supplemental Nutrition Program for Women, Infants and Children EBT: WIC Grants To States	CFDA Number WIC: 10.557 for \$532,700 EBT: 10.578 for \$840
FAIN Number WIC: 203ND707W1003 EBT: 183ND522G5210	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2019
Federal Award Date WIC: 10/1/2019 EBT: 11/1/2017	Federal Awarding Agency WIC and EBT: U.S. Department of Agriculture	
Grant End Date 9/30/2020		

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

Title of Project/Program Women, Infant and Children (WIC)	North Dakota Department of Health (NDDoH) Project Code WIC 4561 HLH 3150 01: \$532,700 EBT 4561 HLH 2158 01: \$840
Grantee Name Fargo/Cass Public Health WIC	Project Director Colleen Pearce
Address 1240 25th Street South	Address 600 East Boulevard Ave, Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Kim Vance	Contact Name Colleen Pearce
Telephone Number 701-277-1455	Telephone Number 701-328-2496
Email Address KVance@FargoND.gov	Email Address cpearce@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$7,740	\$0	\$7,740
Previous Funds Awarded	\$525,800	\$0	\$525,800
Total Funds Awarded	\$533,540	\$0	\$533,540
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**

This amendment provides additional funding of \$4,400 to attend the National WIC Association (NWA) Nutrition Education and Breastfeeding Promotion Conference, \$2,500 to attend the NWA Annual Conference, and \$840 for WIC Electronic Benefits Transfer (EBT) direct users committee time and/or travel. All other scope of service requirements of the original agreement remain the same.

**Reporting Requirements**

All reporting requirement of the original agreement remain the same.

**Special Conditions**

This grant award includes \$840 for the WIC EBT initiative. Costs for WIC EBT initiative funds must be invoiced separately.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date	Signature	Date	Signature
4/2/2020	Desi Fleming		
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Colleen Pearce, Director, Division of Family Health & Nutrition	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

If attachments are referenced, they must be returned with the signed award.

If you did not receive attachments as indicated, contact the Program Director identified above.

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## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING ~~XXXX~~  
DIRECTOR OF PUBLIC HEALTH

**DATE:** FEBRUARY 26, 2020

**RE:** AGREEMENT FOR SERVICES WITH CATIE MILLER FOR  
MURAL CREATION AND IMPLEMENTATION FOR  
\$10,368

The attached Agreement with Catie Miller is for a mural creation (Community Family Market Mural) and implementation. The mural will be located on the north side of the Community Family Market on the corner of 23<sup>rd</sup> Street South and 6<sup>th</sup> Avenue South in Fargo. The mural is 12' tall and 48' long. Payments will be made in three installments.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Agreement for Services with Catie Miller

DF/lls  
Enclosure



# MURAL AGREEMENT

## COMMUNITY FAMILY MARKET MURAL

### DESIGNER

Catie Miller  
catiemillerceramics@gmail.com  
701-792-2622  
4121 Carmell Place  
West Fargo, ND  
www.catiemillerceramics.com

### DESIGNER

Catie Miller  
4121 Carmell Place  
West Fargo, ND 58078  
701-793-2622  
catiemillerceramics@gmail.com  
www.catiemillerceramics.com

### CLIENT

Fargo Cass Public Health  
1240 25th Street S  
Fargo, ND 58103  
701-476-6677

### CONTACT

Fargo Cass Public Health  
1240 25<sup>th</sup> Street S  
Fargo, ND 58103  
701-476-6677

### PROJECT DESCRIPTION

Designer agrees to paint 1 exterior mural for CLIENT (approximately 12' tall x 48' long= 576 sq ft) for \$18/square foot = \$10,368. Material costs will be paid by Client. Design process includes 3 initial designs to start, one round of revisions, and application of the final design. Additional revisions are an added fee at the Designer's rate of \$200/hr. Mural installation will take approximately 1 week (project timeline below).

### PAYMENT TERMS

- (i) 30% deposit of \$3,110.40 due upfront (non-refundable)
- (ii) 30% design deposit of \$3,110.40 due after 3 initial designs and one round of revisions (non-refundable)
- (iii) Final cost of \$4147.20 due upon completion of the mural (10% added fee if payment isn't received within 30 days of mural installation)
- (iv) Designers shall be entitled to receive reimbursement for any overages or additional expenses with prior written approval of Client.

### PROJECT TIMELINE

March 30, 2020 Deposit and Contract Due  
March 23, 2020 Community Survey Ideas Submitted to Designer from Client  
April 22, 2020 First Round of Designs Due  
MAY – JUNE 2020 Revision Round  
JULY – AUGUST Prior to Mural Application, Client will Pressure Wash and Prime Wall  
AUGUST - SEPTEMBER Mural Application by Designer  
COMPLETION OF MURAL Final Payment Due

### USAGE

Notwithstanding the assignment of any advertising/promotion rights to the Client, the Designer shall retain all copyrights of the artwork, including all reproduction, display, distribution, and derivative works rights. Client shall not use digital files in any capacity. Designer is entitled to use any unselected designs for other projects. Designer is entitled to sign the mural in a discreet area of the wall. Designer is entitled to identify as the creators of the artwork and share on their portfolio, including website and on social media platforms. Client shall not alter, modify, edit, or change the artwork without Designer's prior written consent. No work may be reproduced by Client without the prior written approval of Designer.

# MURAL AGREEMENT

## COMMUNITY FAMILY MARKET MURAL

### DESIGNER

Catie Miller  
catiemillerceramics@gmail.com  
701-792-2622  
4121 Carmell Place  
West Fargo, ND  
www.catiemillerceramics.com

### GOVERNING DOCUMENT

This Agreement constitutes the entire agreement and understanding of Designer and Client with respect to the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings between Designer and Client relating to such subject matter. This Agreement may only be amended by written instrument signed by Designer and Client.

### SUCCESSORS AND ASSIGNS

The provisions of this Agreement will inure to the benefit of, and will be binding upon the Client and its successors and assigns.

### COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. An electronic signature, electronic copy thereof, or a photocopy of this Agreement shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(date)

### CONTACT

Fargo Cass Public Health  
1240 25<sup>th</sup> Street S  
Fargo, ND 58103  
701-476-6677

DESIGNER  
Catie Miller  
Artist

\_\_\_\_\_  
(signature)

CLIENT  
Fargo Cass Public Health

  
(signature)

\_\_\_\_\_  
Desi Fleming  
(name)

\_\_\_\_\_  
Public Health Director  
(title)

\_\_\_\_\_  
Timothy J. Mahoney

\_\_\_\_\_  
Mayor, City of Fargo

## CONTRACT AGREEMENT FOR SERVICES



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

**THIS AGREEMENT**, effective the 19<sup>th</sup> day of February 2020, by and between Fargo Cass Public Health ("FCPH"); and Catie Miller, (Independent Contracting Designer – "Consultant").

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

- A. **Term of Agreement:** The parties entered into a written agreement for the date of February 19, 2020 thru November 30, 2020.
- B. **Services to be provided by independent contractor:** Design and execution of one exterior mural for the Neighborhood Market Project.
- C. **Reimbursement:** Reimbursement to the contracting designer shall not exceed \$10,368 and invoices must be submitted.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of fourteen (14) days written notice.
- E. **Confidentiality:** The contracting designer 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 consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent designer and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B. 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.
- C. It is understood that any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

By Desi Fleming  
Desi Fleming, Director of Public Health

Date 2/24/2020

**CATIE MILLER**

By Catie Miller  
Catie Miller, Independent Designer

Date 2/24/2020

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo

Date \_\_\_\_\_

**OFFICE USE:**

Contract Originator: Michelle Draxten  
Division: Health Protection and Promotion  
Sub Category: Neighborhood Market Project



**Fargo Cass Public Health**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone: 701.241.1360 | Fax: 701.241.1366  
[www.FargoCassPublicHealth.com](http://www.FargoCassPublicHealth.com)



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

9

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING *DF***  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: MARCH 31, 2020**

**RE: NOTICE OF GRANT AWARD FROM THE NORTH DAKOTA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR  
TITLE X FAMILY PLANNING PROGRAM G.19.625 CFDA NO.  
93.217, \$218,619**

This is a request to approve the funds being received from the ND Department of Health and Human Services to support the Title X Family Planning Program at Fargo Cass Public Health. The funding amount is \$218,619.

If you have questions, please contact Desi Fleming at 241.1380.

**Suggested Motion:** Move to approve the grant from the North Dakota Department of Health and Human Service for Title X Family Planning funds.

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 53771 (01-2020)

Grant Number G19.625	CFDA Name Family Planning – Services		CFDA Number 93.217
FAIN Number FPHPA006472	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2020	Grant End Date 3/31/2021
Federal Award Date 3/18/2020	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program Title X Family Planning Program	North Dakota Department of Health (NDDoH) Project Code 4561 HLH 5111 01		
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg		
Address 1240 25 <sup>th</sup> Street S	Address 600 E. Boulevard Ave., Dept. 301		
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200		
Contact Name Desi Fleming	Contact Name Cora Rabenberg		
Telephone Number 701-241-1360	Telephone Number 701-328-4535		
Email Address dfleming@fargond.gov	Email Address crabenberg@nd.gov		

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$218,619	\$0	\$218,619
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$218,619	\$0	\$218,619
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**

Grantee will provide voluntary family planning which consists of educational, comprehensive medical and social services necessary to aid individuals to determine freely the number and spacing of their children. Grantee will provide these services at the Fargo and Cass County Jail locations. Grantee must follow Sections 1001, 1007 and 1008 of the Title X Public Health Service Act: 42 CFR Part 59, subpart A. Grantee must follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals as provided. Grantee must follow the approved FY2020-2021 application.

**Reporting Requirements**

Monthly, quarterly, semi-annual and annual reports are to be submitted to the Family Planning Program state office as outlined by the North Dakota Family Planning Program Policy and Procedures manual and Delegate Reporting Schedule. Failure to submit the required reports and attend delegate director meetings will result in the reevaluation of services and funding. Reimbursement will be processed upon Department approval of expenditures and reports. Request for reimbursement must be submitted using the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2020, must be received by July 15, 2020. Expenditure report for the period ending March 31, 2021, must be received by April 15, 2021.

**Special Conditions**

Not applicable.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 03/31/20	Signature 	Date	Signature
Desi Fleming/Director of Public Health		Typed Name/Title of Authorized Representative Colleen Pearce, Director, Division of Family Health and Nutrition	
Date 03/31/20	Signature	Date	Signature
Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
<p>If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.</p>			

(10)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING ~~DS~~**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: MARCH 31, 2020**

**RE: PURCHASE OF SERVICE AGREEMENT WITH CASS COUNTY**  
**HUMAN SERVICE ZONE BOARD FOR IN HOME SERVICES**  
**PROVIDED BY FCPH**

The following purchase of service agreement is with Cass County Service Zone Board for Fargo Cass Public Health to provide in home services (\$6.99 a unit for homemaker services and \$7.13 a unit for personal care services) to residents that qualify for the services.

If you have any questions, please contact me at 241.1380.

**Suggested Motion:** Move to approve purchase of service agreement with Cass County Service Zone Board with FCPH.

DF/lls  
Enclosure

## PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Human Service Zone Board (CCHSZB) 1010 2<sup>nd</sup> Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Fargo Cass Public Health  
1240 25<sup>th</sup> Street South  
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCHSZB and the Provider enter into the following:

### AGREEMENT

#### I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2020 through the December 31, 2020.

#### II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCHSZB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCHSZB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCHSZB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

#### III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
  - 1. Travel time will not be billed nor paid.
  - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCHSZB makes no guarantee of the number of hours that will be referred for service
  - 3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
  5. The Provider shall submit a complete billing for a service period to the CCHSZB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
  6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCHSZB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
  7. No supplemental billings will be accepted by the CCHSZB without prior notification to CCHSZB of the need and justification for such a billing and authorization by the CCHSZB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
  8. CCHSZB will make payments within statutory requirements.
- C. The provider understands and agrees that Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.99/unit for homemaker services and \$7.13/unit for personal care services. Compensation for Cass County funded services cannot exceed \$30,000 during the 2020 calendar year.
- D. The CCHSZB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.



VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCHSZB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCHSZB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCHSZB, under any of the following conditions:

- A. If CCHSZB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCHSZB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCHSZB, fails to correct such failures within 10 days or such longer period as the CCHSZB may authorize.

The rights and remedies of the CCHSZB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCHSZB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCHSZB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCHSZB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCHSZB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

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

XVIII. SUCCESSORS IN INTEREST:

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

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against both parties is resolved and neither the County nor the Provider is found liable, the County shall reimburse the Provider or its company or pool for half the combined attorney's fees and legal defense costs of the County and Provider, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCHSZB to enforce any provisions of this contract shall not constitute a waiver by the CCHSZB of that or any other provision.

XXII. MERGER CLAUSE:

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

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCHSZB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCHSZB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCHSZB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCHSZB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCHSZB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Fargo Cass Public Health

Provider

456002069

Provider's Federal ID Number

Desi Fleming

By Desi Fleming

03/31/2020

Date

Director of Public Health

Title

By Timothy J. Mahoney

Date

Title Mayor, City of Fargo

Cass County Human Service Zone Board

Richard J. Steen

By

2/3/20

Date

Cass County Human Service Zone Board Chair

Title

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemaker-Personal Care aides:
  - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
  - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the Personal Care Aide has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATED</b>
The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	\$6.99/15 min.	7 units/visit 26 visits/year	\$27.96/hr of direct client time

<b>DEFINITION</b>	<b>DEFINITION OF UNIT</b>	<b>MAXIMUM ALLOWABLE AUTHORIZATION</b>	<b>RATE NEGOTIATED</b>
The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	\$7.13/15 min.	\$30,000/year	\$28.52/hr of direct client time



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TO: Board of City Commissioners

FROM: Jill Minette  
Director of Human Resources *JM*

RE: City of Fargo COVID-19 Temporary Employment Policies

DATE: April 1, 2020

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In response to the COVID-19 Pandemic, the Families First Coronavirus Response Act (FFCRA) went into effect on April 1, 2020. As a public employer, we are a covered employer under the act and must comply with the provisions of the law. A temporary City of Fargo employment policy, Families First Coronavirus Response Act (FFCRA) Policy is attached for your approval.

In addition, on March 16, 2020, in conjunction with Mayor Mahoney's emergency declaration, we began paying Emergency Paid Leave to employees who were absent from work for reasons related to COVID-19 such as illness, quarantine or to care for a school or child care age child. A temporary City of Fargo employment policy, Emergency Paid Leave is attached for your approval. The Emergency Paid Leave will cover employees who are not eligible for, or who have exhausted their entitlement under, the Families First Coronavirus Response Act (FFCRA).

**RECOMMENDED MOTION:**

To approve the temporary City of Fargo employment policies, Families First Coronavirus Response Act (FFCRA) Policy and Emergency Paid Leave Policy

**City of Fargo**  
**Temporary Employment Policy**  
**Families First Coronavirus Response Act (FFCRA)**

Effective: April 1, 2020 to December 31, 2020

In accordance with the Families First Coronavirus Response Act (FFCRA), the City of Fargo will grant eligible employees paid sick leave and expanded family and medical leave for qualifying reasons related to COVID-19.

The City of Fargo will pay all qualified leave under FFCRA at 100% of the employee's regular rate of pay. Although FFCRA allows for compensation at rates lower than 100% of pay under certain circumstances, as well as establishes daily maximums, the City has opted to pay employees at their regular rate of pay when leave is taken for qualifying reasons under FFCRA.

**PAID LEAVE ENTITLEMENTS**

Up to two weeks (80 hours, or a fire suppression or part-time employee's two-week equivalent) of paid sick leave as follows:

- 100% of the employee's regular rate of pay for qualifying reasons #1- #4 and 6 below; and
- 100% of the employee's regular rate of pay, up to 12 weeks of paid sick leave and expanded family and medical leave for qualifying reason #5 below. Fire suppression and part-time employees are eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

**ELIGIBLE EMPLOYEES**

City of Fargo employees are eligible for up to two weeks of paid sick leave for COVID-19 related reasons (see below). Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of paid expanded family and medical leave for reason #5 below. This time counts towards the total 12-week entitlement under the Family and Medical Leave Act (FMLA).

The City intends to include all employees; however, the FFCRA allows public employers to exclude local health department employees and emergency responders, including but not limited to sworn police officers, fire fighters, emergency management personnel, public works personnel and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, leave for these employees will be considered on a case-by-case basis. The City reserves the right to deny leave for public employees exempted under FFCRA if the leave creates a critical staffing shortage.

### **QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19**

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2)
5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services

Intermittent leave may be allowed while on paid sick leave and/or expanded family and medical leave only under certain circumstances and upon agreement between the employee and supervisor. When the reason for the employee's leave is due to reasons 1-4 and 6 above, the employee will only be allowed to take leave intermittently while they telework. This limit is imposed because if an employee physically reports to work, even intermittently, and they are sick or possibly sick with COVID-19 (reasons 1-3 or 6), or they are caring for an individual who is sick or possibly sick with COVID-19 (reasons 4 or 6), they could spread the virus to others. Employees are allowed to take intermittent leave for the purpose of caring for a child whose school or place of care is closed (or child care provider is unavailable) due to Covid-19 related reasons (reason 5 above).

### **FFCRA REQUEST AND DOCUMENTATION**

Employees will be required to complete a FFCRA Request Form in order to be granted the leave. All information, along with the necessary documentation, must be provided as requested.

### **POLICY MODIFICATIONS**

This policy is subject to future modification as additional guidance is released from the Department of Labor or at the direction of the City Commission in compliance with FFCRA.

**City of Fargo**  
**Temporary Employment Policy**  
**COVID-19 Emergency Paid Leave**

Effective: March 16, 2020 through the end of the Mayor's Emergency Declaration or until repealed

In conjunction with the Mayor's Emergency Declaration issued on March 16, 2020, the City of Fargo has made Emergency Paid Leave available for employees who are experiencing symptoms of illness or absence from work related to COVID-19 including (but not limited to) the following:

- Employee's own illness, underlying health condition or self-quarantine under the advice of a healthcare professional; or
- Self-quarantine advised due to travel; or
- A family member's illness or self-quarantine under the advice of a healthcare professional; or
- To care for children during a school or childcare closure; or
- Supervisory approval on a case-by-case basis

Employees must follow departmental processes to communicate absences with their immediate supervisors. Prior to awarding Emergency Paid Leave, the manager and employee must assess the employee's ability to productively perform work remotely and/or under a modified work schedule. If these alternative work arrangements are not possible, Emergency Paid Leave may be utilized.

Emergency Paid Leave is paid at 100% of the employee's regular rate of pay and does not draw from the employee's sick or vacation leave balances. Any employee with regularly scheduled hours may use this emergency leave, including temporary employees but excluding Civic and FARGODOME event staff who normally work on a per-event basis. Emergency Paid Leave will only be paid up to a maximum of the employee's regularly scheduled hours per week. For example, if an employee regularly works 40 hours, is absent on Monday but then works 40 hours Tuesday through Friday, Emergency Paid Leave would not be paid. There is no limit to the amount of Emergency Paid Leave an employee is eligible to receive while this temporary policy is effective.

Any leave of absences for purposes other than the COVID-19 related reasons defined above would fall under the applicable policy (i.e. annual leave, sick leave, Family and Medical Leave Act (FMLA), injury leave and military leave).

(12)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	<b>Rail Crossing First Addition</b>	<b>Date:</b>	1/24/2020
		<b>Updated:</b>	4/1/2020
<b>Location:</b>	2161 and 2215 3 <sup>rd</sup> Avenue North; 321 23 <sup>rd</sup> Street North	<b>Staff Contact:</b>	Donald Kress, current planning coordinator (formerly Luke Morman, planning intern)
<b>Legal Description:</b>	Lots 6-20, Block 11; Lots 14-21, Block 12; portion of the vacated alley in Block 11; and a portion of vacated 22 <sup>nd</sup> Street; all in Tyler's Addition		
<b>Owner(s)/Applicant:</b>	Rail Crossing LLC/Fabricators Unlimited	<b>Engineer:</b>	Houston Engineering Inc.
<b>Entitlements Requested:</b>	Minor Subdivision (Replat of Lots 6-20, Block 11; Lots 14-21, Block 12; portion of the vacated alley in Block 11; and a portion of vacated 22 <sup>nd</sup> Street; all in Tyler's Addition)		
<b>Status:</b>	City Commission Public Hearing: April 6, 2020		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Warehouse, Manufacturing, and Vacant Land	<b>Land Use:</b> No change
<b>Zoning:</b> LI, Limited Industrial	<b>Zoning:</b> No change
<b>Uses Allowed:</b> LI- Limited Industrial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.	<b>Uses Allowed:</b> No change
<b>Maximum Building Coverage Allowed:</b> 85% of lot	<b>Maximum Building Coverage Allowed:</b> No change

**Proposal:**

The applicant is requesting a minor subdivision, entitled **Rail Crossing First Addition**, which is a replat of Lots 6-20, Block 11; Lots 14-21, Block 12; portion of the vacated alley in Block 11; and a portion of vacated 22<sup>nd</sup> Street; all in Tyler's Addition. These properties are zoned LI, Limited Industrial, and no zone change is proposed. The subject property is located at 2161 and 2215 3<sup>rd</sup> Avenue North, 321 23<sup>rd</sup> Street North, and is comprised of approximately 4.86 acres. The proposed subdivision will create one lot and one block. The subject properties are all owned by Rail Crossing LLC and operated by Fabricators Unlimited.

The existing buildings do not meet all requirements of the current LDC within the proposed boundaries, thus, this property is legally nonconforming. The subject properties are legally nonconforming due to the LDC's Dimensional Standards, Residential Protection Standards, and Trees and Landscaping sections. Being legally nonconforming doesn't affect the proposed minor subdivision, it will only affect any future building permit application. All future development will need to meet the current LDC Development Standards.

There are existing utility and sanitary sewer easements on the subject properties to protect the sanitary sewer infrastructure underneath. Per Planning, Engineering, and Public Works staff comments, the applicant was directed to add additional no-build easements to the west and east of the existing sanitary sewer easement in order to further protect said infrastructure from any future construction on the subject properties. These easements are

shown on the current plat. No building permit applications have been submitted at this time, but this coordination is intended to protect the property owner and the City's infrastructure.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

**Surrounding Land Uses and Zoning Districts:**

- North: LI, Limited Industrial, with warehouse and an automobile repair shop;
- East: SR-3, Across an alley, Single-Dwelling Residential, with single family houses, and LI, Limited Industrial, with warehouse use and vacant land owned by the City of Fargo;
- South: Across 3<sup>rd</sup> Avenue North, LI, Limited Industrial, with warehouse, office, and light manufacturing uses;
- West: Across 23<sup>rd</sup> Street North, LI, Limited Industrial, owned by the City of Fargo.

**Area Plans:**

The subject properties are not included in any Growth Plan.

**Schools and Parks:**

**Schools:** The subject property is located within the Fargo School District and is served by Madison Elementary, Ben Franklin Middle, and Fargo North High Schools.

**Neighborhood:** The subject property is located in the Madison neighborhood.

**Parks:** The subject property is less than a half mile west of Unicorn Park with the amenities of basketball, grills, multipurpose field, picnic tables, a playground, and recreational trails. The subject property is also less than half a mile north of Jefferson West Park with amenities of basketball, picnic tables, a playground, recreational trails, soccer, and a skate park.

**Pedestrian / Bicycle:** Off-road bike facilities are located along 1<sup>st</sup> Ave N, 25<sup>th</sup> St S, 1 Ave S, 21<sup>st</sup> St S, and through Jefferson West Park, which are a component of the metro area bikeway system.

**Staff Analysis:**

**Minor Subdivision**

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The subdivision is intended to replat the subject properties into one lot to accommodate future development. The property is zoned LI, Limited Industrial. No zone change is proposed. The LI zoning accommodates the existing development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received two inquiries. As noted above, the subject properties are legally nonconforming due to the LDC's Dimensional Standards, Residential Protection Standards, and Trees and Landscaping sections. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code pending the finalization of the additional no-build easement widths as noted above. **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed minor subdivision plat **Rail Crossing First Addition** as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

**Planning Commission Recommendation: February 4, 2020**

On February 4, 2020, by a vote of 8-0 with three Commissioners absent, the Planning Commission voted to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed minor subdivision plat **Rail Crossing First Addition** as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

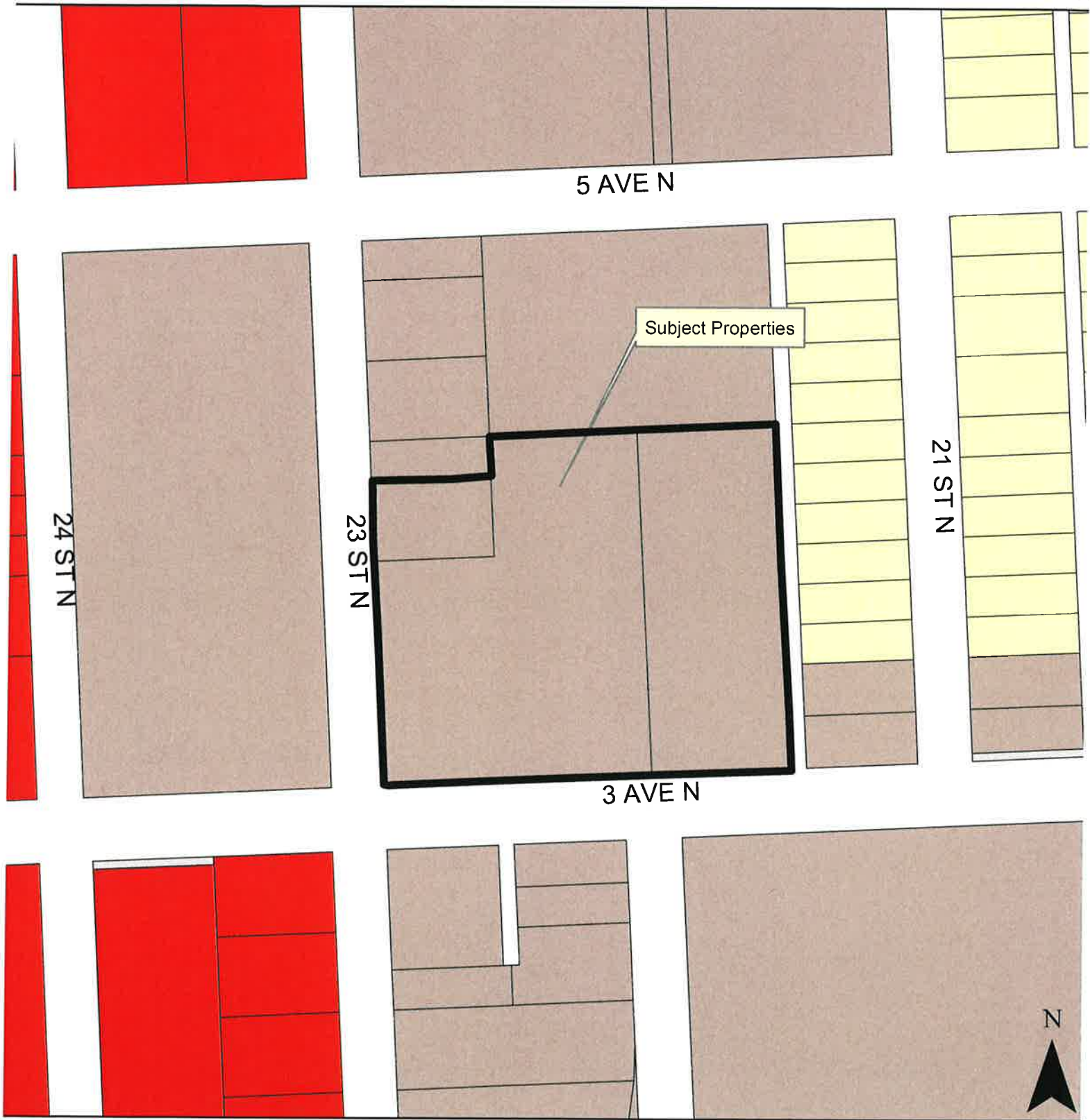
**Attachments:**

1. Zoning Map
2. Location Map
3. Preliminary Plat

# Plat (Minor)

## Rail Crossing First Addition

321 23rd St N  
2161 & 2215 3rd Ave N



### Legend

AG	LC	MHP	SR-2
DMU	LI	NC	SR-3
GC	MR-1	NO	SR-4
GO	MR-2	P/I	SR-5
	MR-3	UMU	City Limits

200  
Feet

Fargo Planning Commission  
October 1, 2019



# Plat (Minor)

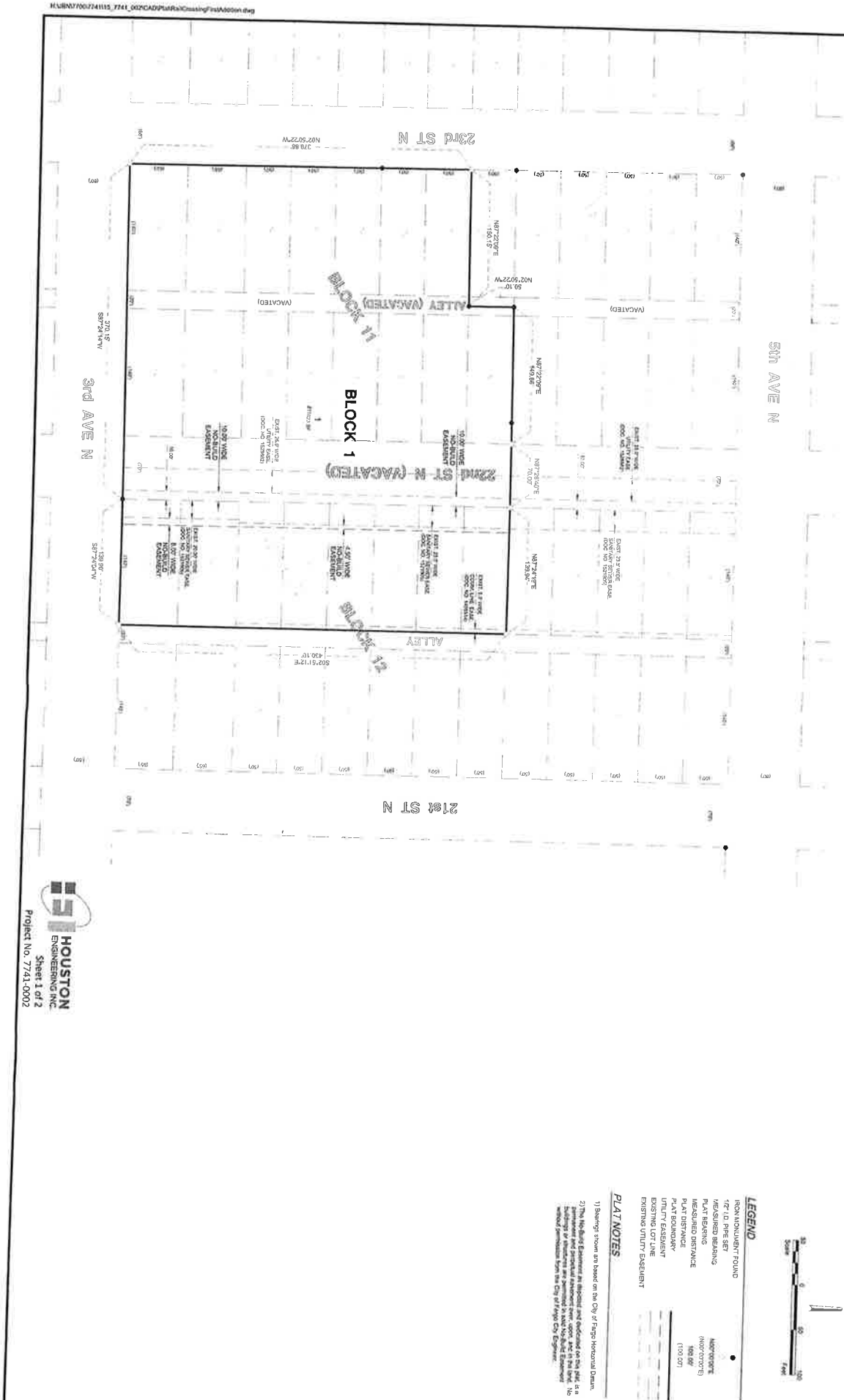
## Rail Crossing First Addition

321 23rd St N  
2161 & 2215 3rd Ave N



# RAIL CROSSING FIRST ADDITION

BEING A REPLAT OF LOTS 6-20, BLOCK 11; LOTS 14-21, BLOCK 12;  
A PORTION OF THE VACATED ALLEY IN BLOCK 11; AND A PORTION OF VACATED 22ND ST.; ALL IN TYLER'S ADDITION  
TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA  
(A MINOR SUBDIVISION)



## LEGEND

IRON MONUMENT FOUND	•
1/2" I.D. PIPE SET	•
MEASURED BEARING	—
MEASURED DISTANCE	—
PLAT BOUNDARY	—
PLAT DISTANCE	—
PLAT BEARING	—
EXISTING UTILITY EASEMENT	—

## PLAT NOTES

- 1) Bearings shown are based on the City of Fargo National Datum.
- 2) The plat is a replat of the original plat and is subject to the same conditions and restrictions as the original plat. The plat is a replat of the original plat and is subject to the same conditions and restrictions as the original plat.

### OWNER'S CERTIFICATE AND DEDICATION

**ADDITION TO PUNGO AND MOUNTAIN STREET HEAVENS:** The Real Company LLC, a North Dakota Limited Liability Company, is the owner and proprietor of that part of Blocks 11 and 12, T14E15S, R10E, of Lot 20, and Block 11, Section 20, Township 15 North, Range 10 East, of the 24th Principal Meridian, in the City of Fargo, Cass County, North Dakota, being more particularly described as follows:

[illegible]

And that said party has caused the same to be surveyed and re-platted as **RAIL CROSSING FIRST ADDITION** to the City of Fargo, Cass County, North Dakota, and does hereby dedicate to the City of Fargo the No-Subd Easement as depicted on this plat.

**OWNER:**

Rail Crossing LLC

State of North Dakota )

Tom Thompson

### UNEMPLOYER'S CERTIFICATE

of North Dakota, do hereby certify that this plot is a true and correct representation of the survey of said subdivision; that the instruments for the guidance of future surveys have been located or placed in the ground as shown.

January 2020

James G. Thompson  
c/o A. Schuyler,  
Professional Land Surveyor No. 4723

ENGINEER'S APPROVAL

\_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

da E. Derrig, City Engineer

PLANNING COMMISSION APPROVAL

February 2020

*[Signature]*  
Jungshin, Chair  
Planning Commission

**CITY COMMISSION APPROVAL**

day of \_\_\_\_\_ 20\_\_

J. J. McInerney, M.D.

Steven Springer, City Auditor

North Dakota

Case

I appeared timely at Mancoery Mayor City of Fargo, and  
Mancoery Mayor City of Fargo, known to me to be the  
who are described in and who executed the within  
and acknowledged to me that they executed the same on  
the City of Fargo.

✱

State of North Dakota }

County of Cass )

On this 7<sup>th</sup> day of February, 2020, before me

James Earl Thompson, President of Salt Creek, LLC, a North Dakota Limited Liability Company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the said Limited Liability Company.

Notary Public: Blaž Kramberger

State of North Dakota  
County of Cass

County of Cass

personally appeared Curtis A. Staphyl, Professional Land Surveyor, known to me to be the person who is depicted in and who executed the within instrument, and acknowledged to me the execution of the same as his free act and deed.

Odory Puzos: Dill

State of North Dakota

Quantity of Cases

Personally appeared Brenda E. Derrig, Fargo City Engineer, known to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same as her free act and deed.

any P-value \_\_\_\_\_

Only use these tags: ['p&gt;, 'b&gt;, 'i&gt;i

Number of Cases

only appeared John Gunkelstein, Chair, Fargo Planning Commission, known to me to be the person who is described in and surrounded the within instrument and acknowledged to me that I executed the same on behalf of the Fargo Planning Commission.

Youssef Muanda Mul

MANANDA GROUP  
Rubber Floor  
Store of North Carolina  
In Commerce (October 11, 2002)



**HOUSTON**  
ENGINEERING INC

Sheet 2 of 2  
Project No. 7741-0002



13

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: MARK WILLIAMS *mw***  
**ASSISTANT DIRECTOR OF PLANNING**

**DATE: APRIL 1, 2020**

**SUBJECT: AMEND PARKING AGREEMENT WITH INTERSTATE PARKING**

As of December 31, 2019, the Parking Management Agreement with Interstate Parking expired. Language in the contract allows the agreement to continue on a month-to-month basis with the ability for either party to terminate after a 180-day notice. For the past 90 days, Planning staff has been working with Interstate Parking on providing additional clarity to the existing contract and is proposing amendments with the recommendation to extend the agreement.

The original agreement was executed on December 3, 2014 and has been amended three times. The first amendment clarified the purchasing and responsibility of digital pay stations needed for the operation of some parking facilities. The second amendment of the agreement gave Interstate Parking the ability to perform on-street parking enforcement. The third amendment adjusted the monthly management fee for Instate Parking due to the addition and removal of different surface lots within the City.

The updated agreement has five new amendments pertaining to snow removal and adding or removing different surface lots as needed. The proposed expiration date of the amended agreement would be 36 months after the date of approval.

Staff worked with the City Attorney to prepare the proposed changes. The proposal was approved at Finance Committee. The amendment is attached for your consideration.

**Recommended Motion:**

Approve the fourth amendment to the Parking Management Agreement between Interstate Parking and the City of Fargo.

FOURTH AMENDMENT  
TO PARKING MANAGEMENT AGREEMENT

This Fourth Amendment to the Management Agreement is made by and between INTERSTATE PARKING COMPANY OF NORTH DAKOTA, LLC. a North Dakota limited liability company ("Interstate") and the city of Fargo, a North Dakota municipal corporation ("Fargo").

**WHEREAS**, Interstate and City entered into a Management Agreement pertaining to parking within the City effective December 3, 2014 which was amended on August 17, 2015 ("Agreement"); and

**WHEREAS**, the City and Interstate are entered into a Second Amendment to Parking Management Agreement on January 4, 2016, to include on-street parking enforcement ("Second Amendment"); and

**WHEREAS**, City and Interstate entered into a Third Amendment to Parking Management Agreement on March 1, 2017, to revise the City Parking Lots included in the amended Agreement, as well as the fee associated with such management; and

**WHEREAS**, the revised management fee as determined by the Agreement and subsequent amendments thereto is \$27,350 per month, and includes management of the following lots: Civic Center Ramp, GTC Ramp, Island Park Ramp, NP Avenue Lot, 4<sup>th</sup> Street Lot, 3<sup>rd</sup> Street Lot, Main Avenue Lot, and the 7<sup>th</sup> Street Lot; and

**WHEREAS**, City and Interstate entered into another amendment on September 23, 2019, to address Overnight Parking enforcement in the downtown area as defined therein; and

**WHEREAS**, the City and Interstate intend to continue the successful relationship established by the prior Agreement, as amended from time to time, and wish to further amend that amended Agreement to extend the terms of the Agreement, address additional snow removal expenses, and address additional and reduced parking facilities.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, Interstate and City agree to amend the Agreement as follows:

1. Interstate snow removal expense shall not exceed the agreed upon amount of \$42,000. Interstate shall continue to remove snow in accordance with the term of the Agreement, but in the event its expenses exceed \$42,000, Interstate shall deduct the additional expenses from the monthly Settlement as a City Expense paid by Interstate as set forth in Section 3.3 of the Agreement, at the same contracted annual rate as applicable to Interstate.

2. Interstate shall provide parking management services to the parking spaces located at the retired Police Station, located at 222 4<sup>th</sup> Street North. City shall have the option to cancel this additional service at any time, without notice. City agrees to pay Interstate an additional \$2,304 annually/\$192 month. Interstate shall not be responsible for snow removal for these additional parking spaces.
3. Interstate shall provide parking management services to the parking spaces located at the retired Public Health building, located at 401 3<sup>rd</sup> Avenue North. City shall have the option to cancel this additional service at any time, without notice. City agrees to pay Interstate an additional \$2,444 annually/\$204 month. Interstate shall not be responsible for snow removal for these additional parking spaces.
4. City shall have the right and ability to cancel the management services presently being provided for the lot located in 7<sup>th</sup> Street North (320 7<sup>th</sup> Street N.) without advance notice to Interstate. Upon cancellation, City shall be permitted to reduce the annual management fee by \$2,192 per year/\$183 month.
5. City shall have the right and ability to cancel the management services presently being provided for the lot located in Main Avenue Lot (501 Main Avenue N.) without advance notice to Interstate. Upon cancellation, City shall be permitted to reduce the annual management fee by \$950 per year/\$79 month.
6. The term of this additional scope of services provided by this Fourth Amendment shall extend the term of the Agreement for 36 months (3 years) from and after the effective date hereof. The Agreement as amended shall continue thereafter on a month to month basis, and may be terminated by either party upon ninety (90) days' written notice prior to the end of the term.
7. Upon termination, Interstate shall be paid for services provided and, therefore compensation earned to the date of said termination.
8. This Fourth Amendment shall encompass and incorporate all of the terms of the Agreement and all subsequent Amendments, to the extent such terms are applicable to this Fourth Amendment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

INTERSTATE PARKING COMPANY OF  
NORTH DAKOTA, LLC, a North Dakota Limited  
Liability Company

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF FARGO, A NORTH DAKOTA  
MUNICIPAL CORPORATION

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

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



PUBLIC WORKS/OPERATIONS

14

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

April 1, 2020

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

RE: Emergency Motor Grader repair

Commissioners:

On January 16, 2020, Unit 598, a 2015 John Deere motor grader experienced a catastrophic transmission failure. The unit was shipped to RDO Equipment in Moorhead for further diagnosis. The repair is estimated at the cost of \$62,098.67 and approximately 3 weeks down time. The estimate was approved by the finance committee. The completed repair invoice is \$65,773.89

SUGGESTED MOTION:

Approve the emergency Motor Grader repair at RDO for the amount of \$65,773.89

Respectfully Submitted,

*Allan Erickson*

Allan Erickson  
Fleet Manager

Snow Removal  
Street Maintenance  
Right of Way Maintenance

Sanitary & Storm  
Sewer Maintenance  
Street Name Sign Maintenance

Fleet Management  
Meters Readings,  
Installations & Maintenance

Urban Forestry  
Water Service/Hydrants  
& Watermain Maintenance





March 2, 2020

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

**RE: North Dakota Department of Environmental Quality  
Volkswagen Settlement Rebate Grant Agreement**

Commissioners:

In October of 2016, the United States finalized a Partial Consent Decree with Volkswagen Corporation (VW) regarding the installation and use of emission testing defeat devices in approximately 500,000 of their diesel-powered vehicles. As part of the decree, VW agreed to pay \$14.7 billion to settle the use of the devices in its vehicles. Within Appendix D of the decree, an environmental mitigation trust fund was established for the use of funding a variety of diesel emission reduction projects across the country. North Dakota's allocation of the mitigation trust is expected to be \$8,125,000 over a three-year period. On behalf of the State of North Dakota, the North Dakota Department of Environmental Quality (NDDEQ) is the designated "Beneficiary" for the state. The NDDEQ has developed a mitigation plan to provide an outline on how the trust funds may be utilized and spent within the state.

On October 24, 2019, the City of Fargo's applications for 100% funding of light duty electric vehicle supply equipment (\$88,453.00) and a 50% cost share of replacement of a 1997 Fire Department ladder truck (\$632,500.00) were submitted.

On December 23, 2019, the City of Fargo received notice that both grant applications submitted on October 24, 2019, had been selected to receive funding totaling \$720,953.00.

On February 3, 2020, we received the Volkswagen Settlement Rebate Grant Agreements for both the light duty electric vehicle supply equipment and the replacement of the 1997 Fire Department ladder truck. The agreements finalize the terms of the grant program and allow the city to move forward with both projects.

**RECOMMENDED MOTION:** I/we hereby move to approve and authorize the execution of the enclosed Volkswagen Settlement Rebate Grant Agreement between the North Dakota Department of Environmental Quality and the City of Fargo.

Respectfully submitted,



Benjamin Dow  
Director of Public Works

### REBATE GRANT AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Environmental Quality, Air Quality Division (Grantor), has determined the services identified in the Scope of Service paragraph form an appropriate basis for the expenditure of funds allocated to Grantor.

City of Fargo (Grantee), 402 23<sup>rd</sup> Street N, Fargo, ND 58102, proposes to provide those services.

Grantor and Grantee therefore enter into the following Rebate Grant Program:

1) TERM OF THE AGREEMENT

This Agreement runs from February 1, 2020 through February 1, 2022. This Grant will not automatically renew.

2) SCOPE OF SERVICE

Grantee, as an entity eligible for this funding, shall use this award to fund the cost of one new publicly available electric vehicle charging station location on government owned property in accordance with the requirements of the Volkswagen Settlement as outlined in the grant application. Award to provide up to 100% of the total costs necessary for the equipment purchase, installation, and maintenance of the electric vehicle charging station location; not to exceed \$88,453. The location shall be equipped with, at a minimum, one 62.5 kW DC fast charge station. The funding will be for an electric vehicle charging station located at:

225 4th Street North, Fargo, ND 58102

The project must be completed by February 1, 2022.

The electric vehicle charging station shall be readily available and accessible to the public, and available for use by vehicles produced by multiple manufacturers.

The necessary permits shall be obtained prior to commencing construction (i.e. building permits, other required approvals, etc.).

An adequate power supply shall exist to provide power to the charging station.

The location shall have parking spots designated for electric vehicle charging. The parking spots shall be designated with appropriate signage and/or floor paint. Note that a single-port charging station must have one designated parking spot and a dual-port charging station must have two designated parking spots.

Appropriate precautions shall be taken to minimize theft of service or vandalism of the charging station.

The charging station shall be maintained, and any necessary repairs to the equipment shall be made as soon as possible.

Prior to receiving reimbursement, the Grantee shall submit the following to the Department:

1. Invoices and/or other documentation showing the final costs of all equipment and work completed for the installation of the charging station.
2. Pictures of the charging station location, including but not limited to, the charging equipment, signage, parking designation, etc.

3) COMPENSATION

Grantor, upon receipt and approval of Requests for Reimbursement reports will reimburse the Grantee for allowable expenses incurred. Total payment under this Agreement may not exceed \$88,453. Grantee shall submit its request for reimbursement to Grantor upon completion of the projects. The expenditures report for the periods ending June 30 must be received no later than July 15, of that year.

1) Semi-annual progress reports shall be submitted to the Department by January 15 and July 15 during the project period. The report shall include a brief description of the Grantee's progress toward completing the project, and/or any anticipated delays in completing the project during the project period. The report may be submitted electronically via email or mailed to the Department.

2) A notification of the actual date of startup shall be submitted to the Department within 15 days after the date of initial startup of each charging station. The notification may be submitted electronically via email or mailed to the Department.

3) The final progress report and reimbursement request must be received by the Department by February 1, 2022. Reimbursement(s) will be processed upon Department approval of progress reports and information provided in the reimbursement request(s).

4) Upon request, the Grantee shall provide charging station usage information to the Department. Information requested will likely include number of vehicles that used the charging station, duration of usage, and the development of a fee/rate structure to ensure the charging station remains economically sustainable. Information is primarily necessary to calculate and report potential emission reductions as required by the settlement and to verify that the charging station will be operational long-term.

There is no cost share for the Grantee.

Total Project Costs including Grantor award and Grantee share is \$88,453.

4) GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

5) AUTHORITY TO CONTRACT

Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent, provided, however, that Grantee may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Grant, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom Grantor is prohibited from conducting business, Grantor shall have the right to terminate without cause.

Grantee may enter into subcontracts provided that any subcontract acknowledges the binding nature of this grant and incorporates this Grant, including any attachments. Grantee is solely responsible for the performance of any subcontractor with whom Grantee contracts. Grantee does not have authority to contract for or incur obligations on behalf of Grantor.

6) INDEPENDENT ENTITY

Grantee is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and

Insurance Act. Grantee retains sole and absolute discretion in the manner and means of carrying out Grantee's activities and responsibilities under this Grant, except to the extent specified in this Grant.

7) STATE AUDIT REQUIREMENTS

All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota Department of Environmental Quality, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Grantee shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantee, State Auditor, or Auditor's designee shall provide reasonable notice to Grantee prior to conducting examination.

8) RETENTION OF RECORDS

Grantee agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Grantee must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Grantee that are pertinent to the services provided under this grant. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

9) TERMINATION

a) Termination by Mutual Agreement or Notice

This Agreement may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Grantor, in its sole discretion, by written notice to Grantee, may terminate this Agreement in whole or in part.

c) Termination for Lack of Funding or Authority

Grantor by written notice to Grantee may terminate the whole or any part

of this Agreement under any of the following conditions:

- i) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- ii) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- iii) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d) Termination for Cause

Grantor may terminate this Agreement effective upon delivery of written notice to Grantee, or any later date stated in the notice:

- i) If Grantee fails to provide services required by this Agreement within the time specified or any extension agreed to by Grantor; or
- ii) If Grantee fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Grantor provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10) CONTINGENT LIABILITY

During the term of this grant, and for three years after this grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this grant or any federal or state statutory or regulatory

provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

11) DELAY OR FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

12) INDEMNITY

Grantor and Grantee each agree to assume their 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.

13) INSURANCE

Grantee 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:

- a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence.
- b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- a) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by the State.
- b) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be

placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

- c) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned Grantor representative.
- d) Grantee shall furnish a certificate of insurance to the undersigned Grantor representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- e) Failure to provide insurance as required in this Agreement is a material breach of contract entitling Grantor to terminate this Agreement immediately.

#### 14) NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	GRANTEE
L. David E. Glatt, PE, Director	Name
Department of Environmental Quality	Title
918 E. Divide Avenue	Address
Bismarck, ND 58501-1947	City, State, Zip

**NOTE: This section is to be completed by the Grantee prior to returning to the Grantor.**

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at North Dakota Century Code § 32-12.2-04.

#### 15) INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire agreement between the Grantee and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and



attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

16) COLLATERAL CONTRACTS

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control

17) WORKS FOR HIRE

Grantee acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Grantor all rights and interests Grantee may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Grantee in performance of this Agreement for Grantor shall be the sole property of State, and Grantee hereby assigns and transfers all its right, title, and interest therein to State. Grantee shall execute all necessary documents to enable Grantor to protect State's intellectual property rights under this section.

18) WORK PRODUCT

All work product, equipment or materials created for Grantor or purchased by Grantor under this Grant belong to Grantor and must be immediately delivered to Grantor at Grantor's request upon termination of this Grant.

19) COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, in accordance with this grant's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Grantee agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

20) CONFIDENTIALITY

Grantee shall not use or disclose any information it receives from Grantor under this grant that Grantor has previously identified as confidential or exempt from

mandatory public disclosure except as necessary to carry out the purposes of this grant or as authorized in advance by Grantor. Grantor shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the Term of this grant.

21) ATTORNEY FEES

In the event a lawsuit is initiated by Grantor to obtain performance due under this Agreement, and Grantor is the prevailing party, Grantee shall, except when prohibited by North Dakota Century Code § 28-26-04, pay Grantor's reasonable attorney fees and costs in connection with the lawsuit.

22) ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By this award, Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

23) APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

24) NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Grantee agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Grantee agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Grantee shall have and keep current at all times during the Term of this grant all licenses and permits required by law. Grantee's failure to comply with this section may be deemed a material breach by Grantor entitling Grantor to terminate in accordance with the Termination for Cause

section of this grant.

25) LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this contract beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this contract. If those appropriations are not forthcoming, State will notify Contractor as soon as possible and the contract will terminate on June 30 of that year. State will neither be penalized nor incur any liability because of termination of the contract as provided above.

26) CONTINGENT LIABILITY

During the term of this grant, and for three years after this grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

27) SPOILIATION-NOTICE OF POTENTIAL CLAIMS

Grantee shall promptly notify Grantor of all potential claims that arise or result from this grant. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect such evidence, including the scene of the accident.

28) EVALUATION

Grantor shall, throughout the effective dates on the grant, conduct an ongoing evaluation of Grantee's performance in carrying out the Scope of Service in the award. Compliance with grant Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Grantee in accomplishing stated goals and objectives.

29) ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are

obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act, Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964,
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967,
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving,
- i) Section 504 of the Rehabilitation Act of 1973,
- j) Executive Order 13043, Increasing Seat Belt Use in the United States,
- k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

30) APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this grant.

31) DEBARMENT/SUSPENSION

By signing this grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

32) APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

33) RESTRICTIONS FOR LOBBYING

Grantee assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.
- c) Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

34) SMOKE FREE

Any Grantee that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Grantee is not in North Dakota, Grantee will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space

35) ENERGY AND ENVIRONMENTAL CONSERVATION

Grantee must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a))

36) RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247

37) EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D, §200.313, title to equipment acquired under a grant will vest upon acquisition in the Grantee

38) FEDERAL EXPENDITURE REQUIREMENTS

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not

limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.

City of Fargo

By \_\_\_\_\_ DATE

Its \_\_\_\_\_

\_\_\_\_\_  
Grantee's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL  
QUALITY

By \_\_\_\_\_ DATE  
L. DAVID GLATT, P.E.  
DIRECTOR

Notice of Grant Award G19.035

REBATE GRANT AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Environmental Quality, Air Quality Division (Grantor), has determined the services identified in the Scope of Service paragraph form an appropriate basis for the expenditure of funds allocated to Grantor.

City of Fargo (Grantee), 402 23<sup>rd</sup> Street N, Fargo, ND 58102, proposes to provide those services.

Grantor and Grantee therefore enter into the following Rebate Grant Program:

1) TERM OF THE AGREEMENT

This Agreement runs from February 1, 2020, through February 1, 2022. This Grant will not automatically renew.

2) SCOPE OF SERVICE

Grantee as an eligible entity for this funding, as a city that operates diesel-powered vehicles and/or equipment, shall use this award to partially fund the cost of a new diesel-powered large truck (Firetruck) in accordance with the requirements of the Volkswagen Settlement as outlined in the grant application. Award not to exceed 50% of the cost of a new truck.

The replaced old truck shall be scrapped. Scrapped shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block of the engine. Scrapped shall also include the dismantling of the chassis by cutting the trucks' frame rails completely in half. The replaced old truck shall be scrapped within 90 days of receiving the new truck.

Prior to receiving reimbursement, the Grantee shall submit the following to the Department:

1. Invoice or other documentation showing the final price of the new truck.
2. Completed scrappage form certifying destruction of the old truck. (form to be provided by the Department)
3. Pictures of the old truck including the following:
  - a. side profile of the truck being scrapped



- b. VIN plate of the truck being scrapped
- c. engine tag of the truck being scrapped
- d. chassis rails cut in half
- e. engine block prior to destruction/hole being drilled
- f. engine block after destruction/hole has been drilled

3) COMPENSATION

Grantor, upon receipt and approval of Requests for Reimbursement reports will reimburse the Grantee for allowable expenses incurred. Total payment under this Agreement may not exceed \$632,500. Grantee shall submit its request for reimbursement upon completion of the project. The expenditures report for the periods ending June 30 must be received no later than July 15 of that year.

Semi-annual progress reports shall be submitted to the Department by January 15 and July 15 during the project period. The report shall include a brief description of the Grantee's progress toward completing the project, and/or any anticipated delays in completing the project during the project period. The report may be submitted electronically via email or mailed to the Department.

The final progress report and reimbursement request must be received by the Department by February 1, 2022. Reimbursement(s) will be processed upon Department approval of progress reports and information provided in the reimbursement request(s).

Payments will be processed at fifty (50) percent of the total expenditures reported. Fifty (50) percent matching funds is required by the Grantee.

Grantee is responsible for a cost share of \$632,500.

Total Project Costs including Grantor award and Grantee share is \$1,265,000.

4) GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

5) AUTHORITY TO CONTRACT

Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent, provided, however, that Grantee may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Grant, whether by merger,

reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom Grantor is prohibited from conducting business, Grantor shall have the right to terminate without cause.

Grantee may enter into subcontracts provided that any subcontract acknowledges the binding nature of this grant and incorporates this Grant, including any attachments. Grantee is solely responsible for the performance of any subcontractor with whom Grantee contracts. Grantee does not have authority to contract for or incur obligations on behalf of Grantor.

6) INDEPENDENT ENTITY

Grantee is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Grantee retains sole and absolute discretion in the manner and means of carrying out Grantee's activities and responsibilities under this Grant, except to the extent specified in this Grant.

7) STATE AUDIT REQUIREMENTS

All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota Department of Environmental Quality, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Grantee shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantee, State Auditor, or Auditor's designee shall provide reasonable notice to Grantee prior to conducting examination.

8) RETENTION OF RECORDS

Grantee agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Grantee must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Grantee that are pertinent to the services provided under this grant. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

9) TERMINATION

a) Termination by Mutual Agreement or Notice

This Agreement may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Grantor, in its sole discretion, by written notice to Grantee, may terminate this Agreement in whole or in part.

c) Termination for Lack of Funding or Authority

Grantor by written notice to Grantee may terminate the whole or any part of this Agreement under any of the following conditions:

- i) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- ii) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- iii) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d) Termination for Cause

Grantor may terminate this Agreement effective upon delivery of written notice to Grantee, or any later date stated in the notice:

- i) If Grantee fails to provide services required by this Agreement within the time specified or any extension agreed to by Grantor; or
- ii) If Grantee fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Grantor provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10) CONTINGENT LIABILITY

During the term of this grant, and for three years after this grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

11) DELAY OR FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

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Grantee 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:

- a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence.
- b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- a) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by the State.
- b) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- c) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned Grantor representative.
- d) Grantee shall furnish a certificate of insurance to the undersigned Grantor representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- e) Failure to provide insurance as required in this Agreement is a material breach of contract entitling Grantor to terminate this Agreement immediately.

14) NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	GRANTEE
L. David E. Glatt, PE, Director	Name
Department of Environmental Quality	Title
918 E. Divide Avenue	Address
Bismarck, ND 58501-1947	City, State, Zip

**NOTE: This section is to be completed by the Grantee prior to returning to the Grantor.**

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at North Dakota Century Code § 32-12.2-04.

15) INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire agreement between the Grantee and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

16) COLLATERAL CONTRACTS

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control

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Grantee acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Grantor all rights and interests Grantee may have in the work(s) it prepares under this Agreement, including any right to derivative

use of the work(s). All software and related materials developed by Grantee in performance of this Agreement for Grantor shall be the sole property of State, and Grantee hereby assigns and transfers all its right, title, and interest therein to State. Grantee shall execute all necessary documents to enable Grantor to protect State's intellectual property rights under this section.

18) WORK PRODUCT

All work product, equipment or materials created for Grantor or purchased by Grantor under this Grant belong to Grantor and must be immediately delivered to Grantor at Grantor's request upon termination of this Grant.

19) COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, in accordance with this grant's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Grantee agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

20) CONFIDENTIALITY

Grantee shall not use or disclose any information it receives from Grantor under this grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant or as authorized in advance by Grantor. Grantor shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the Term of this grant.

21) ATTORNEY FEES

In the event a lawsuit is initiated by Grantor to obtain performance due under this Agreement, and Grantor is the prevailing party, Grantee shall, except when prohibited by North Dakota Century Code § 28-26-04, pay Grantor's reasonable attorney fees and costs in connection with the lawsuit.

22) ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By this award, Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

23) APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

24) NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Grantee agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Grantee agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Grantee shall have and keep current at all times during the Term of this grant all licenses and permits required by law. Grantee's failure to comply with this section may be deemed a material breach by Grantor entitling Grantor to terminate in accordance with the Termination for Cause section of this grant.

25) LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this contract beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this contract. If those appropriations are not forthcoming, State will notify Contractor as soon as possible and the contract will terminate on June 30 of that year. State will neither be penalized nor incur any liability because of termination of the contract as provided above.

26) CONTINGENT LIABILITY

During the term of this grant, and for three years after this grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this grant or any federal or state statutory or regulatory



provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

27) SPOILIATION-NOTICE OF POTENTIAL CLAIMS

Grantee shall promptly notify Grantor of all potential claims that arise or result from this grant. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect such evidence, including the scene of the accident.

28) EVALUATION

Grantor shall, throughout the effective dates on the grant, conduct an ongoing evaluation of Grantee's performance in carrying out the Scope of Service in the award. Compliance with grant Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Grantee in accomplishing stated goals and objectives.

29) ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act, Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964,
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967,
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving,
- i) Section 504 of the Rehabilitation Act of 1973,
- j) Executive Order 13043, Increasing Seat Belt Use in the United States,

- k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

30) APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this grant.

31) DEBARMENT/SUSPENSION

By signing this grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

32) APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

33) RESTRICTIONS FOR LOBBYING

Grantee assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all

tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.

- c) Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

34) SMOKE FREE

Any Grantee that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Grantee is not in North Dakota, Grantee will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space

35) ENERGY AND ENVIRONMENTAL CONSERVATION

Grantee must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a))

36) RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247

37) EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D, §200.313, title to equipment acquired under a grant will vest upon acquisition in the Grantee

38) FEDERAL EXPENDITURE REQUIREMENTS

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.

City of Fargo

By \_\_\_\_\_ DATE

Its \_\_\_\_\_

\_\_\_\_\_  
Grantee's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL  
QUALITY

By \_\_\_\_\_  
L. DAVID GLATT, P.E. DATE  
DIRECTOR

April 1, 2020

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

**RE: Emergency Snow Cat Sole Source, Sundre Sand & Gravel, Inc. (SSP20071)**

In conjunction with the amount of snow (34.10") we received in both November and December of 2019, the Street Department was required to conduct massive cleanup efforts. At one point, we had 55 contractor trucks hauling snow from various locations throughout the city. With the amount of snow being hauled, and the need to maintain space at the city snow dumps, we began looking for alternative solutions that could be more efficient and cost effective than using dozers to push up snow.

In the past, Sundre Sand & Gravel had contacted the city about hiring them to assist with pushing snow up at our snow dumps. Sundre owns two snow cat groomers that they use in the Minot area for cleaning out ditches and stacking snow at the city snow dump. With the mild winter experienced in Minot this season, Sundre offered to bring their snow cats to Fargo and provide a demo to show the effectiveness of using snow cats rather than dozers. At that time, we had reached a point in which space was becoming limited in our snow dumps so we accepted the offer. Sundre operated one snow cat for eight hours to show the effectiveness and it was easy to see that a single snow cat could do the work of two dozers. Based on what was observed and the length of winter still remaining, we asked Sundre to help get our snow dumps pushed back so we could handle additional snow accumulations. Sundre operated their two snow cats around the clock for nine days at a quoted hourly rate of \$235.00 per unit. Once our snow dumps were in a manageable condition that we felt additional snow accumulations could be accommodated, we discontinued their service.

Due to the situation we were faced with, we are requesting authorization of the sole source payment of \$95,057.50 to Sundre Sand & Gravel, Inc. for the services provided from Wednesday, January 22, 2020 through Friday, January 31, 2020.

On March 30, the Finance Committee reviewed and approved the sole source payment to Sundre Sand & Gravel, Inc. for emergency snow cat assistance.

**RECOMMENDED MOTION:** Using the sole source procurement process as provided for in the City of Fargo Purchasing Policy, I request a suggested motion to authorize the sole source payment to Sundre Sand & Gravel, Inc. for the emergency snow cat assistance that was provided. (SSP20071)

Respectfully submitted,



Benjamin Dow  
Director of Public Works

Central Fueling,  
Fleet Purchase  
And Vehicle Maintenance

Right of Way Maintenance  
Sanitary & Storm  
Sewer Maintenance

Snow Removal  
Street Maintenance  
Street Name Sign Maintenance

Urban Forestry  
Watermain Distribution



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Sundre Sand & Gravel, Inc. (Contracting of Two Snow Cat Pushers)

Estimated Dollar Amount of Purchase:

\$95,057.50

The project/service is required to:

Due to excessive amount of snow received in November and December, contractor was needed to assist with pushing snow up at the four city owned snow dumps

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Contractor owns two large snow cats that are typically used in the mountains for pushing up snow.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

Internet search was conducted along with calls to various vendors to see if type of equipment was available.


**\*\*If all sources are not investigated a competitive solicitation must be issued.**



Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

Limited number of snow cats in the state and most are owned by facilities that are in the snow skiing business. This means they were not available when we were seeking assistance.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

Signature:   
(Requestor)

Printed Name: **Ben Dow**

Department: **Street Department**

Title: **Director of Operations**

Date: **3-25-2020**

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Requestor initials)



# Purchasing Quote Form

This form is required for every purchase between \$10,001 and \$50,000 per item. It applies to purchases made by credit card and/or by purchase order.

Purchase Date: 1-22-20 Requisition No. or Pcard No. (last 4 digits only): \_\_\_\_\_

Purchaser Name or Purchasing Card Name: Ben Dow

What is being purchased?

Contracted Two Snow Cats to assist with pushing snow up at the four city owned snow dumps.

Is this an Emergency Purchase Yes (Yes/ No) If yes, no quotes are needed. Please indicate the Total Purchase Price, describe the urgent situation in the comment section and have the Department Head sign the signature line below.

Vendor #1 Name and Quote: Sundre Sand & Gravel, Inc. \$235.00 hr per unit

Vendor #2 Name and Quote: Unable to identify other contractor with snow cats in fleet

Vendor #3 Name and Quote: Unable to identify other contractor with snow cats in fleet

Vendor Selected: Sundre Sand & Gravel, Inc.

Quantity Purchased: 2 Units Total Purchase Price \$: 95,057.50

**If equipment over \$10,000 per unit was purchased, please complete the Fixed Asset Addition Form.**

Comments:

Due to the amount of snowfall received, we were faced with a situation in which the four city owned snow dumps were full. Hired contractor to assist with pushing snow up so we were able to continue to hauling snow.

Department Head Signature (for Emergency Purchase) Benjamin Dow Digitally signed by Benjamin Dow  
Date: 2020.03.25 15:27:09 -05'00'

**Auditors Office:**

Documentation complete \_\_\_\_\_ (Yes/ No) Verified by \_\_\_\_\_ Date: \_\_\_\_\_

REPORT OF ACTIONUTILITY COMMITTEE

(17)

Project No. SW 20-01

Type: Task Order – SW20-01

Location: Solid Waste Division - Landfill

Wenck Associates

Civil Engineering Site Design

Date of Hearing: 3/26/2020

<u>Routing</u>	<u>Date</u>
City Commission	4/6/2020
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Task Order from Wenck Associates for Civil Engineering Site Design Services relative to Project SW20-01, which is a landfill reclamation and reuse project including a new scale house and equipment maintenance and storage facility. Specifically, the estimate for the east landfill improvements in budget years 2020-2021 is \$2,600,000 as it is anticipated that the project will take two years to complete.

The **Scope of Services** outlined within the Task Order has been divided in to six phases with associated costs as shown below and detailed in the attached Wenck Associates proposal:

100	Civil Engineering and City Submittal	\$ 21,600
200	Stormwater Management	\$ 7,540
300	Topographic Survey	\$ 3,260
400	Private Utility Coordination	\$ 3,270
500	Construction Documents	\$ 6,570
600	Construction Administration	\$ 19,420
	<b>Total</b>	<b>\$ 61,660</b>

Please note that the hourly projections are estimates and that Wenck will only charge for actual logged hours. Industry standards for similar landfill project management and construction oversight are typically 8 to 10% of construction costs; Wenck's proposed cost, along with the previously awarded architectural cost (\$51,600) is approximately 5.2% – 6.4% of the anticipated construction cost.

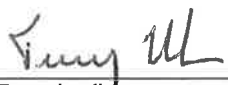
Given that Wenck's proposal falls within industry standards for similar projects and that the overall project costs are within the parameters of the 2020-2021 Solid Waste budgets, staff recommends approval of the proposed task order for Project SW20-01, Civil Engineering for New Scale House and Equipment Maintenance and Storage Facility located at the Fargo Landfill.

**MOTION:**

On a motion by Brian Ward, seconded by Troy Hall, the Utility Committee voted to approve the Task Order from Wenck Associates for Civil Engineering Site Design Services relative to Project SW20-01.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner	X	X		X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Jason Halsne, Enterprise I & C Coordinator	X	X		

ATTEST:

  
 Terry Ludlum  
 Solid Waste Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Grindberg  
 Commissioner Piepkorn  
 Commissioner Strand



## Division of Solid Waste

2301 8<sup>th</sup> Avenue North  
 Fargo, North Dakota 58102  
 Phone: 701-241-1449  
 Fax: 701-241-8109

# MEMORANDUM

To: Utility Committee  
 From: Terry Ludlum, Solid Waste Utility Director *TL*  
 Date: March 17, 2020  
 Subject: Wenck Associates Task Order for Civil Engineering Site Design

Included within the 2020 Solid Waste budget are funds for the next phase of the proposed 20-year reclamation and reuse project at the former landfill. **Project SW 20-01** is a site redevelopment project including a new scale house and equipment maintenance and storage facility. Specifically, the budgetary estimate for the east landfill improvements in 2020-2021 is \$2,600,000 as it is anticipated that the project will take two years to fully complete. Please note that the budgetary cost includes proposed engineering and architectural fees estimated at 10% of project costs.

### Construction Costs:

Scale House	\$200,000 - \$300,000
Scales	\$232,700 - \$265,000
Site Works (paving, utilities, etc.)	\$700,000 - \$775,000
<u>Maintenance Building</u>	<u>\$500,000 - \$700,000</u>
Estimated Total	\$1,632,700 - \$2,040,000

### Design & Construction Management Services:

Architectural – The Stone Group	\$51,600
Engineering and Contract Management	\$61,600
<u>Geotechnical</u>	<u>\$25,000</u>
Estimated Total	\$138,200

**Estimated Project Total** **\$ 1,770,900 - \$2,178,200**

Attached for your reference is a proposed **Task Order from Wenck Associates** for civil engineering services related to Project SW 20-01. The **Scope of Services** has been divided in to six phases with associated task costs shown below and detailed in the attached Wenck Associates proposal:

<b>100</b>	Civil Engineering and City Submittal	\$ 21,600
<b>200</b>	Stormwater Management	\$ 7,540
<b>300</b>	Topographic Survey	\$ 3,260
<b>400</b>	Private Utility Coordination	\$ 3,270
<b>500</b>	Construction Documents	\$ 6,570
<b>600</b>	Construction Administration	<u>\$ 19,420</u>
	<b>Total</b>	<b>\$ 61,660</b>

Please note that the hourly projections are estimates and that Wenck will only charge for actual logged hours. Industry standards for similar landfill project management and construction oversight are typically 8 to 10% of construction costs; Wenck's proposed cost, along with the awarded architectural cost is approximately 5.2% – 6.4% of the anticipated construction cost.

Given that Wenck's proposal falls within industry standards for similar projects and that the overall project costs are within the parameters of the 2020 Solid Waste budget, staff recommends approval of the attached proposed task order for Project SW20-01, Civil Engineering for New Scale House and Equipment Maintenance and Storage Facility located at the Fargo Landfill.

Your attention in this matter is certainly appreciated.

**Recommendation**

Approve the attached task order with Wenck Associates to provide Civil Engineering Services for Project SW20-01, Civil Engineering for New Scale House and Equipment Maintenance and Storage Facility.



Responsive partner.  
Exceptional outcomes.

March 9, 2020

**Mr. Terry Ludlum**

Solid Waste Utility Director  
2301 8<sup>th</sup> Avenue North  
Fargo, North Dakota 58102

RE: Proposal for Civil Engineering Site Design for New Scale House and Equipment Maintenance and Storage Facility located at the Fargo Landfill

**Dear Terry:**

Wenck Associates, Inc. (Wenck) is pleased to provide the following scope of work and fee estimate for civil engineering at the Fargo Landfill. It is understood that the proposed project will include a new scale house and equipment maintenance and storage facility associated with the redevelopment of the Old Landfill. The following scope has been prepared to assist the City of Fargo with civil engineering services. It is understood that the project will require coordination with Stone Group architects, who will be providing structural, architectural, landscaping, mechanical/piping, and electrical design for this project. This proposal assumes the conceptual site plan and/or design parameters will be provided by the architect. If any of the assumptions provided should change, Wenck will revise the scope of work and re-submit a new proposal.

Wenck is uniquely situated to assist the City of Fargo. Our company has a wealth of experience with our history as the design engineer on the City of Fargo Landfill. Should you have any questions or need clarification of any items contained in the attached proposal, please do not hesitate to call me at (763) 479-4226.

Sincerely,

**Wenck Associates, Inc.**

Randy L. Hanson  
Principal

## **Scope of Work**

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### **Task 000 – Project Understanding**

The project will consist of a 1 story scale house building and a landfill equipment maintenance and storage facility to be built within the East Landfill. The two building are located at different areas of the landfill, the scale house is located along the eastern side of the landfill adjacent to Aggregate Industries Drive and the landfill equipment maintenance and storage facility is located in the southwest portion of the landfill, just north of 7<sup>th</sup> avenue. It is anticipated that the scale house area will require hard surfaced pavement and gravel will be used for the primary site access to the equipment maintenance and storage facility. It is assumed that Wenck's role as Civil Engineer will include site grading, stormwater management, water and sewer service design, and natural gas, communication, and electric private utility coordination. The contract the City will enter with Stone Group Architects includes geotechnical work for the project.

Wenck assumes our design for utilities will end just outside of the building footprints. Wenck will reflect the location of the proposed buildings on the civil drawings as provided by Stone Group Architects. The scope of work includes the civil engineering documents and applications necessary to assist in moving the project through the City of Fargo, ND review and approval process.

### **Basic Assumptions**

Wenck has based the Scope of Services contained in this proposal on the following assumptions:

#### **▲ Architect Provided Plans**

- Wenck assumes owner or architect will provide all architectural plans and specifications (to include structural, mechanical, electrical, plumbing, and landscaping). Wenck will combine the architectural plans along with Wenck's civil engineering plans and complete a bid packet for both architectural and civil work.

#### **▲ Permits and Approvals**

- All permit and submittal fees to be paid by the City of Fargo.
- Wenck will submit all designs, plans and calculations related to the building structure as required by City or State standards. It is assumed that the City or selected contractor will obtain all related permits for the building structure as required by City and building codes.
- No review or approval is anticipated by North Dakota Department of Environmental Quality.
- No environmental remediation design components will be included.
- Wenck's payment for professional services is not contingent upon land closings, payment from others, or City approvals.

#### **▲ Stormwater**

- Stormwater will be modeled assuming stormwater management will be achieved with newly construction surface treatment ponds and/or connection to City stormwater infrastructure. Wenck assumes that the stormwater management plan will be submitted to the City of Fargo for review through their review and approval process.

#### **▲ Geotechnical**

- Any required geotechnical work is being completed by the Stone Group Architects.

#### **▲ Utilities**

- It is assumed that the sewer and water infrastructure adjacent to the facility has the necessary capacity to serve the new facility. This includes domestic



- service as well as fire flow.
- Design of pumping/lift/booster/supplemental fire flow are not included in this proposal
- Flow needs for fire, domestic water and sewer are to be provided by architect.
- ▲ Proposed improvements will not require Wenck's assistance in securing additional parcels or zoning changes.
- ▲ Access to the facility will be achieved via Aggregate Industries Drive.
- ▲ No reconstruction of existing landfill infrastructure, including drainage components will be included in this scope of work.

### Fee Summary

NO.	DESCRIPTION	ESTIMATED FEE
100	Civil Engineering and City Submittal	\$21,600
200	Stormwater Management	\$ 7,540
300	Topographic Survey	\$ 3,260
400	Private Utility Coordination	\$ 3,270
500	Construction Documents	\$ 6,570
600	Construction Administration	\$19,420
<b>ESTIMATED PROJECT TOTAL</b>		<b>\$ 61,660</b>

### Estimated Fee Based Schedule

Project Kickoff	Upon approval of proposal
Preparation of Submittal Drawings	4 weeks
City Submittal	(Date to be determined)
City Approval dependent on desired submittals	(Date to be determined)
Construction Documents	5 weeks from authorized approval
Construction Start	(Date to be determined)

### Task 100 – Civil Engineering and City Submittal

Wenck will prepare a Site Plan submittal package to include civil engineering drawings. Building footprints shall be provided by a Stone Group Architects prior to site design starting.

Wenck's plan set will include the following:

- ▲ Title Sheet
- ▲ Existing Conditions
- ▲ Removals Plan
- ▲ Erosion Control Plan
- ▲ Site Plan with Building Footprint
- ▲ Grading and Drainage Plan
- ▲ Stormwater Plan
- ▲ Utility Plan
- ▲ Site Access Roads Plan
- ▲ Details

Wenck's design will include site grading, sewer and domestic water for both buildings. We

have assumed sewer and water utilities are available at or near the site boundaries. It is anticipated that Stone Group Architects will determine the requirements for fire protection.

Wenck's design will include a site access road to the proposed scale house. It is intended that this access road would be paved with asphalt and the entrance and exit areas of the scales will have concrete pavement. The access roads to the equipment maintenance and storage facility will be constructed with aggregate. As part of the access road design Wenck will design the proposed inground scale pits, it is anticipated that one inbound and one outbound scale pits will be necessary.

Wenck Will include the architectural drawings and specifications into one package to be submitted for City review and approval as well as used for project bidding.

#### **Task 200 – Topographic Survey**

- ▲ Conduct field survey of the two building areas.
- ▲ Locate all improvements within the survey area
- ▲ Collect sufficient elevation data to generate surface contours at a 1' contour interval
- ▲ Locate public and private utility lines marked as a result of a Gopher One Call locate request and based on visible above ground evidence and plans as provided
- ▲ Determine invert elevation and pipe sizes of all storm and sanitary structures within the survey area
- ▲ Locate individual trees with diameter greater than 4" in diameter except in heavily wooded areas which will only be mapped at the drip line.

#### **Task 300 – Stormwater Management**

Wenck will utilize its experience with the City of Fargo, in developing the stormwater design (following City of Fargo Stormwater Management Program). Wenck will calculate the existing and proposed impervious areas, evaluating the pre- and post-development hydrology using Minimum Impact Standards (MIDS) performance goals. modeling will analyze the 24-hour storm event. The report will include existing and proposed drainage maps, a summary of significant model outputs, the hydrologic and hydraulic analysis results, on-site retention requirements/design, etc.

The fee assumes an above grade stormwater management system and/or stormwater piping includes preliminary design and final design model runs. The Owner will be responsible for associated permit fees, which have not been included in this scope.

#### **Task 400 –Private Utility Coordination**

As part of this task, Wenck will coordinate installation of new services for private utilities, limited to natural gas and electrical service within the project area. Wenck will identify available services to the proposed development and coordinate utility designs and connection locations to serve the proposed buildings. A private utility plan sheet will be provided (with information obtained from individual utilities) detailing the routing and requirements for the private utility service. Necessary loads and demands for the gas service will be provided by Stone Group Architects to Wenck for coordination purposes early in the design phase.

#### **Task 500 – Construction Documents**

Wenck will provide construction documents based on approved preliminary site plan documents. Construction documents will consist of 100% plan sheets and technical specifications for bidding and construction as outlined in the assumptions above.

Construction document deliverables and meeting scope include:

- ▲ Team meetings (3 included):
  - Design team 30% plan meeting
  - Design team 50% plan meeting
  - Owner 90% Final CD meeting
  - Phone meetings (assumed 5 calls)
- ▲ Civil Drawings:
  - Civil Legend and Notes Sheets
  - Site Plan
  - Stormwater Plans
  - Erosion and Sediment Control Plans
  - Grading drainage plans
  - Sewer and Domestic System Plans
  - Private Utility Plans
  - Detail plans
- ▲ Technical specifications covering civil scoped items

Wenck will incorporate required items from Stone Group Architects into the final construction documents. The scope and fee provided assumes all related permit fees and review fees are paid by the client.

**Task 600 –Construction Administration**

Wenck can provide bidding/negotiation assistance and construction administration for the proposed project prior to and during construction as directed by Owner.

- ▲ Bid clarifications, addendums and RFIs
- ▲ Shop drawing review
- ▲ Contractor inquiries
- ▲ Specification and material review for "Or Equal" proposals from Contractor
- ▲ Project coordination meetings (10)

Wenck will provide these services on an hourly fee basis by task (see attached cost estimate). Wenck will invoice monthly, for each task listed above for the amount of work complete for each individual task. Wenck will invoice under our current terms with the City. Any applicable state and local taxes are not included. If you find this proposal and attached terms and conditions acceptable, please sign and return one copy of this proposal to serve as written acceptance of each.

Accepted by:

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By

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Its

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Date

**Estimated Fees  
Civil Site Design  
Scale House and Equip. Maint. Buildings**

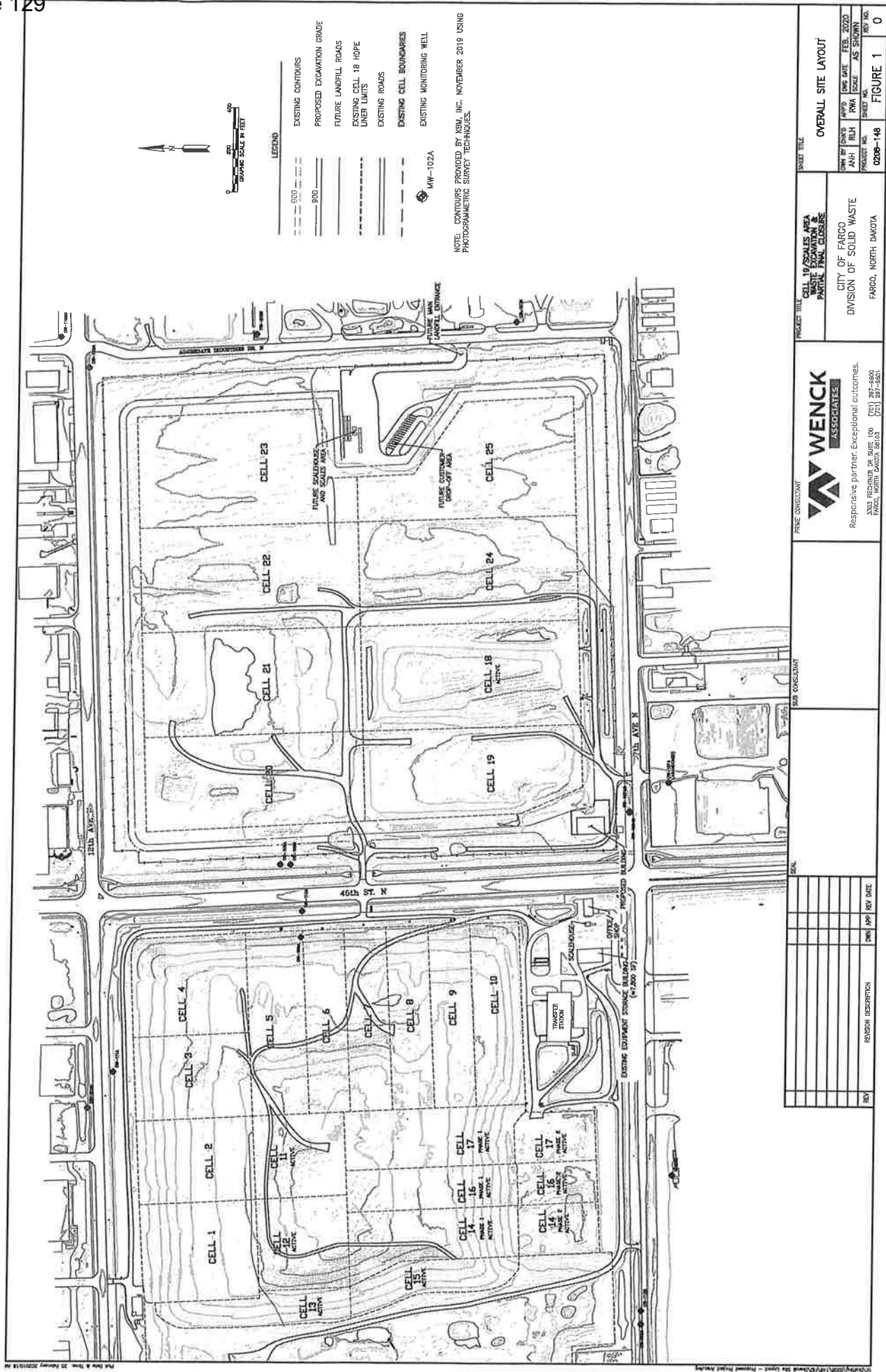
**Fargo Landfill**

Task	Project Manager /Senior Review	Project Engineer	Design Engineer	Field Technician	CADD	Clerical	Total Hours	Labor Total	Technology Fee	Subcontractor/ Expenses	Total
1. Civil Engineering and City Submittal	15	30	40	0	80	5	170	\$20,570	\$1,030		\$21,600
2. Stormwater Management	3	10	20	0	25	2	60	\$7,180	\$360		\$7,540
3. Topographic Survey	1	1	0	2	2	0	6	\$720	\$40	\$2,500	\$3,260
4. Private Utility Coordination	2	3	10	4	5	2	26	\$3,110	\$160		\$3,270
5. Construction Documents	5	10	15	10	4	5	49	\$6,250	\$320		\$6,570
6. Construction Administration	20	40	20	40	10	5	135	\$18,250	\$920	\$250	\$19,420
<b>Totals:</b>	<b>46</b>	<b>94</b>	<b>105</b>	<b>56</b>	<b>126</b>	<b>19</b>	<b>446</b>	<b>\$56,080</b>	<b>\$2,830</b>	<b>\$2,750</b>	<b>\$61,660</b>
								<b>TOTAL:</b>			<b>\$61,660</b>

**Notes:**

Assumed 10 weeks of construction





REPORT OF ACTION**UTILITY COMMITTEE**

(18)

Project No. NA

Type Task Order – Wenck Associates  
Facility Plan Update

Location: Solid Waste Division - Landfill

Date of Hearing: 3/26/2020

Routing	Date
City Commission	4/6/2020
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Task Order from Wenck Associates for a Facility Plan update. A current Facility Plan is a requirement of funding assistance through the Clean Water State Revolving Fund CWSRF program. The intent of the CWSRF loan is to seek financial assistance for applicable landfill cell projects relative to leachate collection improvements. Specifically, the CWSRF would allocate funds towards the continued reclamation and reuse of the former landfill over the next three years with an estimated cost of \$4,600,000. The Solid Waste Division would then budget for repayment over a thirty-year period. The Facility Plan update would include the following:

- 1) **Waste and Recycling Flows (Historic and Future Projections)**
- 2) **Waste and Recycling Composition**
- 3) **Evaluation of Current Operations (All Existing Solid Waste Divisions)**
- 4) **Landfill Gas System**
- 5) **Landfill Options for City of Fargo**
- 6) **Alternatives to Landfilling (Lateral Expansion, Vertical Expansion, New Landfill Site)**
- 7) **Summary and Recommendations**
- 8) **Financial Adequacy Model**

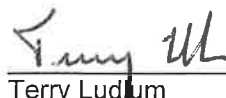
Wenck has estimated the level of effort to complete the above-listed updates at \$55,870. Completion of the task order would be pursuant to the terms and conditions of the *Master Professional Service Agreement*, between Wenck Associates and the City of Fargo, formalized on January 18, 2018.

**MOTION:**

On a motion by Anthony Gehrig, seconded by James Hausauer, the Utility Committee voted to approve the attached Task Order with Wenck Associates for a Facility Plan Update in the amount of \$55,870.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner	X	X		X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Jason Halsne, Enterprise I & C Coordinator	X	X		

ATTEST:



Terry Ludlum  
Solid Waste Utility Director


C: Tim Mahoney, Mayor  
Commissioner Grindberg  
Commissioner Piepkorn  
Commissioner Strand



## Division of Solid Waste

2301 8<sup>th</sup> Avenue North  
Fargo, North Dakota 58102  
Phone: 701-241-1449  
Fax: 701-241-8109

# MEMORANDUM

To: Utility Committee  
From: Terry Ludlum, Solid Waste Utility Director   
Date: March 19, 2020  
Subject: Wenck Associates Task Order for Facility Plan Update

The Solid Waste Division (SWD) recently joined with the Wastewater Treatment Plant and City of Fargo Engineering in submitting a required funding assistance questionnaire to the North Dakota Department of Environmental Quality. The questionnaire is an updating component of the State's 2020 Intended Use Plan (IUP) under the Clean Water State Revolving Fund (CWSRF) program.

The intent of the submittal by the SWD is to seek financial assistance for applicable landfill cell projects relative to leachate collection improvements. Specifically, the CWSRF would allocate funds towards the continued reclamation and reuse of the former landfill over the next three years with an estimated cost of \$4,600,000. The SWD would then repay the funds over a thirty-year period.

One requirement of the funding assistance through the CWSRF is an updated Solid Waste Facility Plan detailing current and future (10, 20, and 25-year) landfill capital improvement projects which are relative to leachate collection improvements.

A Facility Plan was recently completed in 2016 for the SWD and attached is a task order from Wenck Associates to update the plan. The update would include the following:

1. Waste and Recycling Flows (Historical and Future Projections)
2. Waste and Recycling Composition
3. Evaluation of Current Operations
  - a. Recycling
  - b. Residential Waste Collections
  - c. Commercial Waste Collections
  - d. Roll-off Collections
  - e. Household Hazardous Waste
  - f. Baler Facility
  - g. Landfill Operations
  - h. Current Capacities
  - i. Bird Hazard Mitigation
4. Landfill Gas System

5. **Landfill Options for City of Fargo**
  - a. **Lateral Expansion of Cells 1-17 (Valley between MSW and Inert site)**
  - b. **Vertical Expansion of Cells 18-25**
  - c. **New Landfill site Out of Town**
6. **Alternatives to Landfilling**
7. **Summary and Recommendations**
8. **Financial Adequacy Model**

Wenck's proposal discussed preparation of the Facility Plan in two phases, with the first covering existing operations and outlook for 10-years and the second looking at long range planning of 10 to 25 years. The intent is that the first phase could be completed within 30-60 day if needed for submittal and the second phase could be completed soon thereafter.

Wenck's has estimated the level of effort to complete the above-listed update items at \$55,870. Completion of the task order would be pursuant to the terms and conditions of the *Master Professional Service Agreement*, between Wenck Associates and the City of Fargo, January 18, 2018.

Given that Wenck's proposal falls within the scope of work as provided within the current *Master Professional Service Agreement*, which was formally advertised and awarded, staff recommends approval of the attached proposed task order for an update Facility Plan for \$55,870.

Your attention in this matter is certainly appreciated.

**Recommendation**

Approve the attached task order with Wenck Associates to provide an updated Facility Plan for \$55,870.





Responsive partner.  
Exceptional outcomes.

March 17, 2020

**Mr. Terry Ludlum**

Solid Waste Utility Director  
2301 8<sup>th</sup> Avenue North  
Fargo, North Dakota 58102

RE: Facility Plan Update  
Wenck File # 0208-00

**Dear Terry:**

**I. INTRODUCTION**

Wenck completed a Facility Plan for the City of Fargo in early 2016. The plan was used to guide the City on future waste disposal options. The outcome of the plan was to redevelop the "Old Landfill". Wenck understands that the City has submitted a Clean Water State Revolving Fund Questionnaire for leachate collection improvements at the landfill. If accepted to receive these funds there is a requirement of submitting an up to date facility plan. Wenck also understands that timing of the plan is somewhat unknown at the moment but could be needed within two months. Wenck will complete the update to the plan in two phases. The first phase will cover existing operations and outlook to 10 years. The second phase will look at long range of 10 to 25 years.

The City would like to update the existing Facility Plan with current data and look at the Solid Waste Division as a whole, that would include recycling, residential and commercial waste collection, roll-off services, HHW, and the landfill. The updated plan will also include a financial adequacy model to assist the Solid Waste Division in setting proper fee structure for services and assist with the annual budgeting process. The financial model will ensure the Division can support long term management of the community's waste and recycling streams.

The landfill has served the City for many years and is a vital service for the community and surrounding area. Therefore, evaluating the operations of the Solid Waste Division for long-term management of its recyclables and waste streams are critical towards providing this vital service for the citizens of Fargo and surrounding communities for many more years.

Therefore, a thorough review of ways to extend the life of the current site, evaluating operations and reviewing potential alternatives will be addressed in this plan.

In the following sections, Wenck has developed a scope of services to evaluate current operations and future alternatives to assist the City of Fargo in long-term planning, setting fee structures and capital project planning and budgeting.

**Terry Ludlum**  
Solid Waste Utility Director  
City of Fargo  
March 17, 2020



## II. **SCOPE OF SERVICES**

As discussed above the scope of services for this project will include a detailed evaluation of present operations with attention on future alternatives for the Solid Waste Division and options for waste/recycling streams and future handling/disposal operations. As previously discussed, Wenck intends to complete the work in two phases. The first phase will include the scope items addressing a timeline out 10 years. The second phase would address items out to 25 years. A detailed scope of services with the necessary evaluation and options is discussed below:

### **1. Waste and Recycling Flows (Historical and Future Projections)**

- Wenck will prepare both historical and future waste projections for the City. These projections will include an analysis of competing landfills and their current capacities, as this could potentially impact future waste flows to the City of Fargo.

### **2. Waste and Recycling Composition**

Wenck will evaluate the waste types and volumes coming into the facility to assist in determining disposal and recycling alternatives. This information will be used to evaluate the potential for additional recycling options such as a Material Recycling Facility (MRF) that would increase recycling and reduce the amount of disposed waste. This task will include the following:

- Conduct a survey of operations to evaluate waste types (not a waste sort) and review waste type historical data.
- Evaluate the feasibility of a MRF and estimate capital and operational costs of a MRF.
- Determine feasibility of constructing a MRF, potential co-partnering on owning and operating a MRF, potential waste reduction and associated costs due to operating a MRF and potential modifications to current operations.
- Evaluate the success of source recycling and drop sites.

### **3. Evaluation of Current Operations**

Wenck will conduct a thorough evaluation of current Solid Waste Division operations related to the collection, handling and disposal of waste. This evaluation will include collection activities, the baling operations, landfill operations, landfill gas operations and current capacities. In particular, the evaluations will include:

#### **a. Recycling**

- Curbside
- Drop sites
- Review historical volume and collection data
- Review past collection equipment needs
- Recommendations for improvement

#### **b. Residential Waste Collections**

- Review historical data
- Review collection equipment needs
- Review collection routes
- Recommendations for improvements

**Terry Ludlum**  
Solid Waste Utility Director  
City of Fargo  
March 17, 2020



**c. Commercial Waste Collection**

- Review historical data
- Review collection equipment needs
- Review collection routes
- Recommendations for improvements

**d. Roll-Off Collections**

- Review historical data
- Review collection equipment needs
- Review collection routes
- Recommendations for improvements

**e. Household Hazardous Waste**

- Review historical data
- Evaluate operations
- Recommendations for improvements

**f. Baler Facility**

- Frequency of use
- Efficiency of the bale facility operation
- Recommendations for improvement

**g. Landfill Operations**

- Overall site appearances and management
- Compacting alternatives
- Site filing/sequencing and planning
- Infrastructure evaluation of pumps, leachate collection, etc.
- Equipment evaluations
- Evaluate inert waste operations
- Recommendations for improvements

**h. Current Capacities**

- Up-date of cell by cell remaining capacity
- Evaluation of future filling/sequencing
- Plan for future volume calculations

**i. Bird Hazard Mitigation**

- Bird hazard mitigation plan and ongoing practice

**4. Landfill Gas System**

- Current uses and generation
- Future uses (RNG vehicle fuel, liquified natural gas, etc.)
- Short and long-term gas infrastructure design evaluations
- Predictions of future landfill gas generation using various modeling techniques
- Phasing of future gas wells and infrastructure
- Potential revenue evaluations
- Additional gas generation techniques such as leachate recirculation
- Odor impacts and odor improvement recommendations including leachate chemical treatment and ongoing odor evaluation and complaint response procedures

**Terry Ludlum**  
Solid Waste Utility Director  
City of Fargo  
March 17, 2020



## **5. Landfill Options for City of Fargo**

Wenck will evaluate future landfilling options for the City of Fargo. These options will evaluate the impacts of cost due to location and operation.

### **a. Lateral Expansion of Cells 1-17 (valley between MSW and Inert Waste)**

The current facility has approximately 23 years of capacity. Wenck will evaluate methods to increase the site life of the existing facility by vertical means. A previous geotechnical study will be evaluated to determine the possibility of vertically increasing the site without compromising the stability of the facility. Wenck will also evaluate compaction to determine if alternative techniques could be used to increase density therefore increasing facility life.

### **b. Vertical Expansion of Cells 18-25**

Wenck already has completed the permitting design for the Old Landfill Site (160 acres), located directly east of 45<sup>th</sup> Avenue. Wenck will evaluate methods to increase the site life of the permitted facility by vertical expansion.

### **c. New Landfill Site Out of Town**

An evaluation of landfilling options located outside of Fargo will be explored. This evaluation will be holistic as it will evaluate costs and impacts to the Fargo system such as:

- Land acquisition
- Permitting
- New site development
- Transportation
- Transfer station

## **6. Alternatives to Landfilling**

Wenck will conduct an evaluation of current and emerging technologies that could manage the City's solid waste. Both current tried and true methods such as incineration will be evaluated as well as emerging technologies such as Plasma and Pyrolysis. Actual waste type compatibility and remaining materials to be disposed or market products will be evaluated. Capital and operational costs will be estimated as well as revenue generated for these facilities will be discussed.

## **7. Summary and Recommendations**

Wenck will prepare a report of the information above and will provide recommendations for the city of Fargo. The report will include a combination of recommendations for the existing facilities over the next 10-25 years of operations and for the future material management beyond the current landfill life. The summary of go-forward alternatives will include timelines for development, permitting requirements and estimates of capital expenditures.

Wenck is prepared to begin this project immediately. The project, led by Mr. Randy Hanson, will be very interactive with the City of Fargo staff and we anticipate multiple meetings with Fargo staff to obtain data, discuss our findings and recommendations. Formal meetings with the City will be held at 30/60/90 percent stages of the project.

**Terry Ludlum**  
Solid Waste Utility Director  
City of Fargo  
March 17, 2020



#### **8. Financial Adequacy Model**

Once the Summary and Recommendations are complete Wenck will prepare a detailed financial model that will include data from all operations within the Solid Waste Division. The model will depict expenses, revenues, and capital expenditures through the first phase of work, out to 10 years and the second phase out to 25 years. and will be used for capital improvement planning, fee evaluations and assist with annual budgeting.

### **III. SCHEDULE**

It is anticipated that Wenck will have the final report completed by May 30, 2020.

### **IV. ESTIMATE OF FEES**

Wenck has estimated the level of effort to complete the above scope items at \$55,870. The staff time will be billed at the contract rates and progress of the projects will be tracked on a monthly basis. Estimated staff hours for the individual tasks are presented in the attached Table 1.

On behalf of the 300+ employee-owners of Wenck, thank you for this opportunity to propose on this work with the City of Fargo. Should you have any questions or need clarification of anything presented in this proposal, please do not hesitate to call me at 701-261-3828.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randy L. Hanson'.

Randy L. Hanson  
Wenck Associates, Inc.  
Principal

A handwritten signature in black ink, appearing to read 'Steve Menden'.

Steve Menden  
Wenck Associates, Inc.  
Officer

**Terry Ludlum**  
Solid Waste Utility Director  
City of Fargo  
March 17, 2020



Wenck will provide these services on an hourly fee basis by task (see attached cost estimate). Wenck will invoice monthly, for each task listed above for the amount of work complete for each individual task. Wenck will invoice under our current terms with the City. Any applicable state and local taxes are not included. If you find this proposal and attached terms and conditions acceptable, please sign and return one copy of this proposal to serve as written acceptance of each.

Accepted by:

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By

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Its

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Date

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**TABLE 1**  
 Cost Estimate for Facility Plan  
 City of Fargo Landfill  
 Wenck File# 0208-00

Tasks	Prof. III-C	Prof. V-A	Prof. III-A	Prof. I-C	Tech. I	Prof. I-B	Admin	Subtotal Hours	Labor Costs		Tech. Fee	Total
Waste Flows	5	2		5		20	4	36	\$4,560		\$230	\$4,790
Waste & Recycling Composition	5	2		10		15	4	36	\$4,620		\$240	\$4,860
Evaluation of Current Operations	10	2		20		40	4	76	\$9,550		\$480	\$10,030
Landfill Gas Utilization	10	2		30	15	30	4	91	\$10,990		\$550	\$11,540
Future Landfilling Options	10	2		20	15	15	4	66	\$8,110		\$410	\$8,520
Alternatives to Landfilling	10	5		20	10	20	4	69	\$8,880		\$450	\$9,330
Financial Adequacy Model	10	10	25	10		10	4	69	\$11,030		\$560	\$11,590
Subtotals	60	25	25	115	40	150	28	443	Total:	\$57,740	\$2,690	\$55,870



(19)

**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

April 2, 2020

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

**Subject:** Sole Source – Metrohm Process Analyzer (Cost: \$77,817)

Dear Commissioners:

Water Utility staff is requesting a sole source for a Process Analyzer from Metrohm Process Analytics. This sole source has already been passed by the Finance Committee on March 30, 2020. Sole source information submitted to the Finance Committee is attached to this letter. The estimated cost for the purchase and installation of this analyzer is \$77,817. Four manufacturers were evaluated for the specific purpose of this analyzer. As noted in the sole source forms, the other instrument manufacturer were not equal to allow for bidding of this item.

This Metrohm Process Analyzer will analyze the chemistry of several finished water streams in the water treatment plant (WTP) for quality control purposes. By monitoring multiple WTP sample streams, a large quantity of information comes from only a single instrument. This information will be displayed on the WTP control system for monitoring by WTP operators and supervisory personnel. While improving quality control and workflow efficiency, the resulting treatment cost efficiency using the Metrohm instrument should outweigh the investment.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

C: Bruce Grubb, City Administrator

**SUGGESTED MOTION:**

Approve sole source with Metrohm Process Analytics for a Process Analyzer in the estimated amount of \$77,817.





## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Metrohm

Estimated Dollar Amount of Purchase:

\$77,817 + future related costs

The project/service is required to:

Purchase Metrohm Process Analyzer to measure softened water hardness and alkalinity to help automate Water Treatment Plant (WTP) testing, check chemical adjustments, and verify water quality in WTP process streams. This also allows remote viewing of water quality by supervisors and technical staff. The Metrohm instruments are also very important in our strategies to manage water treatment costs.

This equipment was planned in the 2019-20 Water Utility budgets under the Rehab & Renewal line (Fund 450 - Infrastructure Sales Tax). Project WA1908 (Online Instrumentation) was set up for the purchase and installation of this Metrohm Process Analyzer and other instrumentation related items. Future costs will be assigned to appropriate budget lines, including Fund 501/Division 3051 (Water Treatment Operations).

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

There were four manufacturers contacted and evaluated before recommending Metrohm. Metrohm is being recommended based on suitability for the application, cost, end-user reference calls, output data stability, and flexibility for programming adjustments. The Metrohm Process Analyzer will perform analysis for key parameters needed assessing lime softening basin effluent and finished water quality control in a single analyzer (only manufacturer to do that) to keep costs down. Also, Metrohm was the only manufacturer that will do the chemical analysis methods we are looking for to achieve stable readings with minimum drift over time. The other manufacturers examined were: Hach, ChemScan, and ECD. The Metrohm Process Analyzer will be custom built for Fargo's application.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

Over the span of a few months, four manufacturers were contacted for product information and budget pricing. The four manufacturers examined were: Metrohm, Hach, ChemScan, and ECD. ECD dropped off immediately because instrumentation couldn't perform in ranges needed for Fargo. ChemScan and Hach were eliminated through investigation into cost, analysis methods, and reference calls. Through this investigation, Metrohm was clearly the best choice for Fargo Water Plant applications. So, Metrohm is being recommended for sole source due to factors in addition to cost.

In 2019, Water Utility personnel visited a large water utility in Kansas City, Kansas (yes Kansas not Missouri in this case), called Water One. Water One serves a population of over 400,000. Water One has approximately 14 Metrohm Process Analyzers to automate their lab analysis in the same way Fargo WTP staff is trying to do. They were a great reference and very confident in using Metrohm for their operations.

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

The four manufacturers examined were: Metrohm, Hach, ChemScan, and ECD. Please see attached spreadsheet for some of evaluation criteria.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

N/A

Signature: Troy B. Hall  
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 3/26/2020

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

TBH (Requestor initials)

**Metrohm USA, Inc.**  
9250 Camden Field Parkway  
Riverview FL 33578  
USA

Tel: 866-638-7646  
Fax: 813-316-4900  
Mail: customersupport@metrohmusa.com  
Web: www.metrohmusa.com



Bill To  
Address

**City of Fargo North Dakota**  
**225 4TH St N**  
**Fargo ND 58102-4817**  
**USA**

Ship To / Site Address

**City of Fargo North Dakota**  
**Jodi Kosienski**  
**435 14TH Ave S**  
**Fargo ND 58103-4306**  
**USA**

*SSP19175*

# Invoice 281-53137659

Date 1/16/2020  
Our reference 281-1124006  
Order date 11/14/2019  
Customer number 281-608821  
PO number 208612  
Packing slip 281-4143487  
Due date 2/15/2020

Delivery method Best Way  
Payment terms 30 days net  
Customer requisition  
Service Report Number  
Delivery contact  
Service Contact

Item number	Description	Ordered Quantity	Ship Quantity	Back Order Quantity	Unit price USD	Extended Price
BOM-	2035 Analyzer for Alk & Hard	1.00	1.00		70,781.00	70,781.00
Comments:						Subtotal 70,781.00
						Total sales tax 0.00
						Shipping 243.78
						Total invoice 71,024.78
						Less payments 0.00
						<b>Amount due USD 71,024.78</b>

REMIT TO PO Box 405562 Atlanta, GA 30384-5562 DUNS 807144527 FEIN 26-0130818  
Bank of America 100 W 3rd St, New York, NY 10001 ACH Routing 021000322, Wire Routing 026009593 Acct 483020238712



Metrohm USA  
 9250 Camden Field Parkway  
 Riverview, FL 33578  
 Phone: 866-METROHM (638-7646)  
 Fax: (813) 316-4900  
 Email: customersupport@metrohmusa.com

**Quotation # B6P7L4**  
**Prices Firm: 10/16/2019 - 10/30/2019**

Troy Hall  
**City of Fargo North Dakota**  
 3400 Broadway N  
 Fargo, North Dakota 58102  
**Phone:** 701-241-1469  
**Email:** thall@fargond.gov

Line No.	Item No.	Description	Quantity	Unit Price	Total
1	BOM-PA190460	22035 Process Analytical System to measure Total Alkalinity, Total Hardness & Calcium Hardness in a single Tap Water Stream, No Reagent Cabinet Included, Single Stream Analyzer, No Sample Panel is Included, Reagents additional & may be quoted separately, General Purpose Cabinet included	1	\$70,781.00	\$70,781.00
2	SER-PA2300	The BOM-PA190460 system is properly installed and tested to verify functionality in accordance with analyzer specifications. Includes Workplace and environmental suitability assessment, Professional analyzer startup by factory certified service personnel, Demonstration of analytical control using end-user provided standard and reagents, and Instrument familiarization.	1	\$9,800.00	\$9,800.00
				List Subtotal (USD)	\$80,581.00
				<b>Total Amount (USD)</b>	<b>\$80,581.00</b>

Additional Information & Technical Specifications (BOM-PA190460): See Attached Documentation

# 2035 Process Analyzer



Customized online monitoring of industrial processes  
and wastewater

REPORT OF ACTION

(20)

**UTILITY COMMITTEE**

Project No. WA1910

Type: State Water Commission  
50% Cost-Share Agreement  
New Downtown Water TowerLocation: New Downtown Water Tower (11<sup>th</sup> Street & 7<sup>th</sup> Avenue North)

Date of Hearing: 3/26/20

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/6/20</u>
Project File	<u>                    </u>

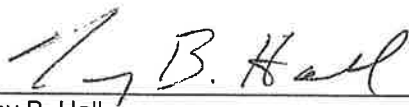
Troy Hall, Water Utility Director, presented the attached cost-share (grant) agreement with the North Dakota State Water Commission (SWC). After a presentation by Mayor Mahoney and City of Fargo staff, the SWC approved 50% cost-share of \$2.814 million for construction of the new downtown water tower. The SWC meeting was on February 13, 2020. The new downtown water tower will replace the 3 oldest water towers in Fargo with a single tower and improve hydraulic operation of the water distribution system. This large grant amount has a significant impact on the Water Utility Capital Improvement Plan (CIP) and will help with future water rates.

**MOTION:**

On a motion by Jim Hausauer, seconded by Kent Costin, the Utility Committee voted to approve the fifty percent cost-share agreement (\$2.814 million) with the North Dakota State Water Commission for construction of the new downtown water tower.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Brenda Derrig, City Engineer	<u>X</u>			

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg



**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)**MEMORANDUM**

March 18, 2020

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**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director **TBH**

**Re:** State Water Commission Cost-share Agreement – Downtown Water Tower

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**Introduction**

Attached is a 50 percent cost-share agreement with the North Dakota State Water Commission (SWC) in the amount of \$2,814,000. This cost-share (grant) is for new downtown water tower construction. The SWC voted to approve this cost-share on February 13, 2020, after presentation by Mayor Mahoney and City of Fargo staff. Water Utility personnel recommends formal approval of this cost-share agreement. There is a 60 day timeline to approve the agreement that began on February 26, 2020. This funding is extremely beneficial to the Water Utility Capital Improvement Plan (CIP) and will benefit water customers with improved water rates. The agreement has been review by the City of Fargo Attorney's Office.



**Rendering of the new downtown water tower beside the Fargo's oldest water tower. The new water tower will replace the three oldest water towers with a single tower.**

The new downtown water tower is currently being designed and is critical to improve water distribution hydraulics, serving Fargo residents and our regional customers as growth occurs. Bidding is anticipated to occur in late 2020 or early in 2021. In addition to improving water

distribution hydraulics, the new water tower will house wireless equipment for emergency services in Cass County.

While there are significant advantages to receiving the cost-share, there are a few items to note associated with the agreement. They are as follows:

- The agreement will only reimburse eligible project costs per SWC guidance. There will likely be some project costs that will not be eligible for reimbursement.
- The SWC may terminate or modify the cost-share agreement depending on availability of funds. This project is scheduled in the CIP to be completed with or without the cost-share funding. The 2020 budget shows no cost-share funding. However, future rate increases may be higher in the financial model without the cost-share applied.
- Along with the agreement, Water Utility Staff will need to:
  - Provide certification the project does not duplicate service area or directly affect other water provider's customers in an undesired manner.
  - Provide the SWC written assurances that the Fargo Water Utility will operate the new water tower in a sustainable manner, conduct maintenance, and have a replacement plan.

Funding for the new downtown water tower is in the 2020 budget, but construction will not begin until 2021.

#### **SUGGESTED MOTION:**

Authorize cost-share agreement with the North Dakota State Water Commission in the amount of \$2,814,000 for 50 percent funding of the new downtown water tower. Direct Water Utility staff to:

- Provide certification the project does not duplicate service area or directly affect other water provider's customers in an undesired manner.
- Provide the SWC written assurances that the Fargo Water Utility will operate the new water tower in a sustainable manner, conduct maintenance, and have a replacement plan.

Your consideration in this matter is greatly appreciated.



February 28, 2020

Mr. Tim Mahoney, Mayor  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: Agreement for Cost-Share Reimbursement City of Fargo Downtown Water Tower Project

Dear Mayor Mahoney:

The enclosed Agreement for Cost-Share Reimbursement City of Fargo Downtown Water Tower Project is to provide cost-share not to exceed \$2,814,000, to reimburse 50 percent of eligible engineering and construction costs incurred in the City of Fargo Downtown Water Tower Project. Please sign, date, and make a copy of the agreement for your records before returning the original to this office. This agreement is void if not signed and returned by the City within 60 days of the Chief Engineer-Secretary's signature of February 26, 2020. The signed agreement is necessary to proceed with reimbursements based on claim vouchers documenting the actual eligible costs.

Prior to requesting reimbursements, provide a copy of the certificate of insurance with your project indicated on the certificate and all endorsements to State Water Commission.

If you have any questions, please call me at 328-1402.

Sincerely,

A handwritten signature in cursive script that reads "Lori Noack".

Lori Noack  
Cost Share Coordinator

LN/2050-FAR

**Agreement for Cost-Share Reimbursement  
City of Fargo Downtown Water Tower Project**

**1. PARTIES.** This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and City of Fargo (Sponsor).

**2. COMMISSION'S RESPONSIBILITY AND INTENT.** Commission will provide Sponsor with cost-share, not to exceed \$2,814,000, as approved by Commission on February 13, 2020, to reimburse 50 percent of the actual eligible engineering and construction costs incurred in Sponsor's Downtown Water Tower Project (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

**3. SPONSOR'S RESPONSIBILITIES.** Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Provide written certification to Commission that Project does not duplicate the service area or affect another water service provider's users.
- g. Provide a water service agreement if Project is located within extraterritorial jurisdiction.
- h. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Provide assurance to Commission of sustainable operation, maintenance, and replacement plan of Project facilities.
- k. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.

4. **PROJECT DESCRIPTION AND LOCATION.** Project is for the construction of a new 2.0-million-gallon elevated water tower to replace three of the Sponsor's existing water towers to increase overall capacity and meet water demands.

5. **ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy.

6. **PAYMENT.** Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings features constructed.

7. **INDEMNIFICATION.** Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. **INSURANCE.** State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$500,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.



- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
- g. State will be defended, indemnified, 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 duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
  - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
  - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
  - (3) Cross liability/severability of interest for all policies and endorsements;
  - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
  - (5) The insolvency or bankruptcy of the insured subcontractor must 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.
- j. The subcontractor must furnish a certificate of insurance to Commission before commencement of this agreement. All endorsements must be provided as soon as practicable.
- k. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

1. The subcontractor must provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. During the term of this agreement, subcontractor must provide renewal certificates 10 days before coverage expiration.

**9. BREACH.** Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

**10. AGREEMENT BECOMES VOID.** This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

**11. TERMINATION.**

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
  - (1) If Commission determines an emergency exists.
  - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
  - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
  - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
  - (5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

**12. APPLICABLE LAW AND VENUE.** This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

**13. SEVERABILITY.** If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

**14. SPOILIATION – PRESERVATION OF EVIDENCE.** Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take

1

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



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## ENGINEER'S REPORT

WATER MAIN REPLACEMENT, SANITARY SEWER REPLACEMENT, STREET  
RECONSTRUCTION & INCIDENTALSIMPROVEMENT DISTRICT NO. BR-20-B  
**AMENDED 4-2-2020****Nature & Scope**

This project is for the replacement of the water main, sanitary sewer services, storm inlet leads, concrete curb & gutter, concrete and asphalt pavement, sidewalk replacement, street light repairs, and traffic signal replacement.

The project will be on 7<sup>th</sup> Avenue North from Broadway to 2<sup>nd</sup> St N.

**Purpose**

The existing water main is cast iron pipe (CIP), which was installed, in some areas, over 90 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks.

The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include concrete pavement, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, sidewalk replacement, traffic signal replacement, and street light repairs.

The project will be funded by a combination of City Funds (Wastewater Utility Funds and Water Utility Funds), Infrastructure Sales Tax, and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Feasibility**

The estimated cost of construction is \$2,279,418. The cost breakdown is as follows:

Sanitary Sewer Costs	\$	68,623
Plus 15.35% Engineering Fee:	\$	10,537
Plus 4% Administration Fee:	\$	2,745
Plus 3% Legal Fee:	\$	2,059
Plus 4% Interest Fee:	\$	2,745
Plus 10% Contingency:	\$	6,862
<b>Total Estimated Sanitary Sewer Cost:</b>	<b>\$</b>	<b>108,252</b>
Sanitary Sewer Amount Special Assessed:	\$	-
Sanitary Sewer Amount City Funded:	\$	108,252

Water Main Costs	\$	287,164
Plus 15.35% Engineering Fee:	\$	44,093
Plus 4% Administration Fee:	\$	11,487
Plus 3% Legal Fee:	\$	8,615
Plus 4% Interest Fee:	\$	11,487
Plus 10% Contingency:	\$	28,716

<b>Total Estimated Water Main Cost:</b>	<b>\$</b>	<b>391,562</b>
Water Main Amount Special Assessed:	\$	99,782
Water Main Amount City Funded:	\$	299,100

Storm Sewer Costs	\$	173,505
Plus 15.35% Engineering Fee:	\$	26,641
Plus 4% Administration Fee:	\$	6,940
Plus 3% Legal Fee:	\$	5,205
Plus 4% Interest Fee:	\$	6,940
Plus 10% Contingency:	\$	17,351
<b>Total Estimated Storm Sewer Cost:</b>	<b>\$</b>	<b>236,582</b>
Storm Sewer Amount Special Assessed:	\$	-
Storm Sewer Amount State Funded:	\$	236,582

Paving Costs	\$	1,750,126
Plus 15.35% Engineering Fee:	\$	268,728
Plus 4% Administration Fee:	\$	70,005
Plus 3% Legal Fee:	\$	52,504
Plus 4% Interest Fee:	\$	70,005
Plus 10% Contingency:	\$	175,013
<b>Total Estimated Paving Cost:</b>	<b>\$</b>	<b>2,386,381</b>
Paving Amount Special Assessed:	\$	1,419,588
Paving Amount State Funded:	\$	966,793

<b>Project Funding Summary</b>			
Waste Water Utility Funds	3.01%	\$	93,570.75
Water Utility Funds	9.62%	\$	299,100.09
Infrastructure Sales Tax	38.72%	\$	1,203,375.44
Special Assessments	48.65%	\$	1,512,049.50
<b>Total Estimated Project Cost</b>		<b>\$</b>	<b>3,108,095.78</b>

The cost to property owners will be per City policy.

We believe this project to be cost effective.



*T. Knakmuhs*  
Tom Knakmuhs, P.E.  
Assistant City Engineer

ENGINEER'S REPORT  
ASPHALT MILL & OVERLAY & INCIDENTALS  
IMPROVEMENT DISTRICT NO. PR-20-E  
AMENDED 3-31-2020

(226)

**Nature & Scope**

Under this project, streets and avenues will be milled and overlaid as follows:

**Section 3:**

- On Kirsten Lane South from 25<sup>th</sup> Street South to 27<sup>th</sup> Street South.
- On 33<sup>rd</sup> Avenue South from 25<sup>th</sup> Street South to 27<sup>th</sup> Street South.
- On 33 ½ Avenue South from 27<sup>th</sup> Street South to 28<sup>th</sup> Street South.
- On 34<sup>th</sup> Avenue South from 25<sup>th</sup> Street South to 32<sup>nd</sup> Street South.
- On Dakota Park Circle South from 34<sup>th</sup> Avenue South to 32<sup>nd</sup> Street South.
- On 35<sup>th</sup> Avenue South from 28<sup>th</sup> Street South to 32<sup>nd</sup> Street South.
- On 35 ½ Avenue South from 28<sup>th</sup> Street South to 32<sup>nd</sup> Street South.
- On 35 ½ Court Avenue South from 28<sup>th</sup> Street South to 32<sup>nd</sup> Street South.
- On Ruth Drive South from Kirsten Lane South to 33<sup>rd</sup> Avenue South.
- On 27<sup>th</sup> Street South from 32<sup>nd</sup> Avenue South to 34<sup>th</sup> Avenue South.
- On 28<sup>th</sup> Street South from 32<sup>nd</sup> Avenue South to 36<sup>th</sup> Avenue South.
- On 29<sup>th</sup> Street South from 35<sup>th</sup> Avenue South to 35 ½ Avenue South.
- On 30<sup>th</sup> Street South north of 35 ½ Avenue South.
- On 31<sup>st</sup> Street South from 35<sup>th</sup> Avenue South to 35 ½ Avenue South.

**Section 4:**

- On Copperfield Court South south of 40<sup>th</sup> Avenue South.
- On Oakcreek Drive South off of 44<sup>th</sup> Avenue South.
- On 44<sup>th</sup> Avenue South from 25<sup>th</sup> Street South to Oakcreek Drive South.

**Section 5:**

- On 44<sup>th</sup> Avenue South from 45<sup>th</sup> Street South to bridge over Drain 27.

**Purpose**

The above named streets and avenues are in need of rehabilitation. A mill and overlay will provide a new wearing surface as well as correct deficiencies that have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

**Feasibility**

The construction cost is estimated to be \$1,309,896.00. Special Assessments and Sales Tax will pay for this project. The cost breakdown is as follows:

**Assessed Portion:**

<b>Estimated Construction Cost:</b>	<b>\$ 565,794.00</b>
Plus Engineering Fees (10%):	56,579.00
Plus Administration Fees (4%):	22,632.00
Plus Legal/Misc Fees (3%):	16,974.00
Plus Interest (4%):	22,632.00
Plus Contingency (10%):	56,579.00
<b>Total Assessed:</b>	<b>\$ 741,190.00</b>

**City Portion:**

<b>Estimated Construction Cost:</b>	<b>\$ 744,102.00</b>
Plus Engineering Fees (10%):	74,410.00
Plus Administration Fees (4%):	29,764.00
Plus Legal/Misc Fees (3%):	22,323.00
Plus Interest (4%):	29,764.00
Plus Contingency (10%):	74,410.00
<b>Total City Cost:</b>	<b>\$ 974,773.00</b>

**Project Funding Summary:**

Estimated Construction Cost:	<b>\$1,309,896.00</b>
Plus Engineering Fees (10%):	\$ 130,989.00
Plus Administration Fees (4%):	\$ 52,396.00
Plus Legal/Misc. Fees (3%):	\$ 39,297.00
Plus Interest (4%):	\$ 52,396.00
Plus Contingency (10%):	\$ 130,989.00
<b>Total Cost:</b>	<b>\$1,715,963.00</b>
 Assessed Cost (43.19%):	 <b>\$ 741,190.00</b>
Sales Tax (56.81%):	<b>\$ 974,773.00</b>

We believe this to be cost effective.



  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer

23

March 24, 2020

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

**Re: Memorandum of Offer to Landowner  
Permanent Easement (Storm Sewer)  
Improvement District #BN-19-A1**

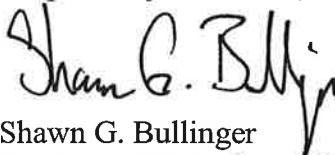
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BN-19-A1. Final purchase price 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 permanent easement from **Greenscape Companies, Inc.** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) Storm Sewer Easement
Landowner Greenscape Companies, Inc.		
Mailing Address 11684 219 Ave NW Elk River, MN 55330		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 600.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	600.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	600.00

\*Description of Damages to Remainder are as follows:

Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*

Timothy J. Mahoney

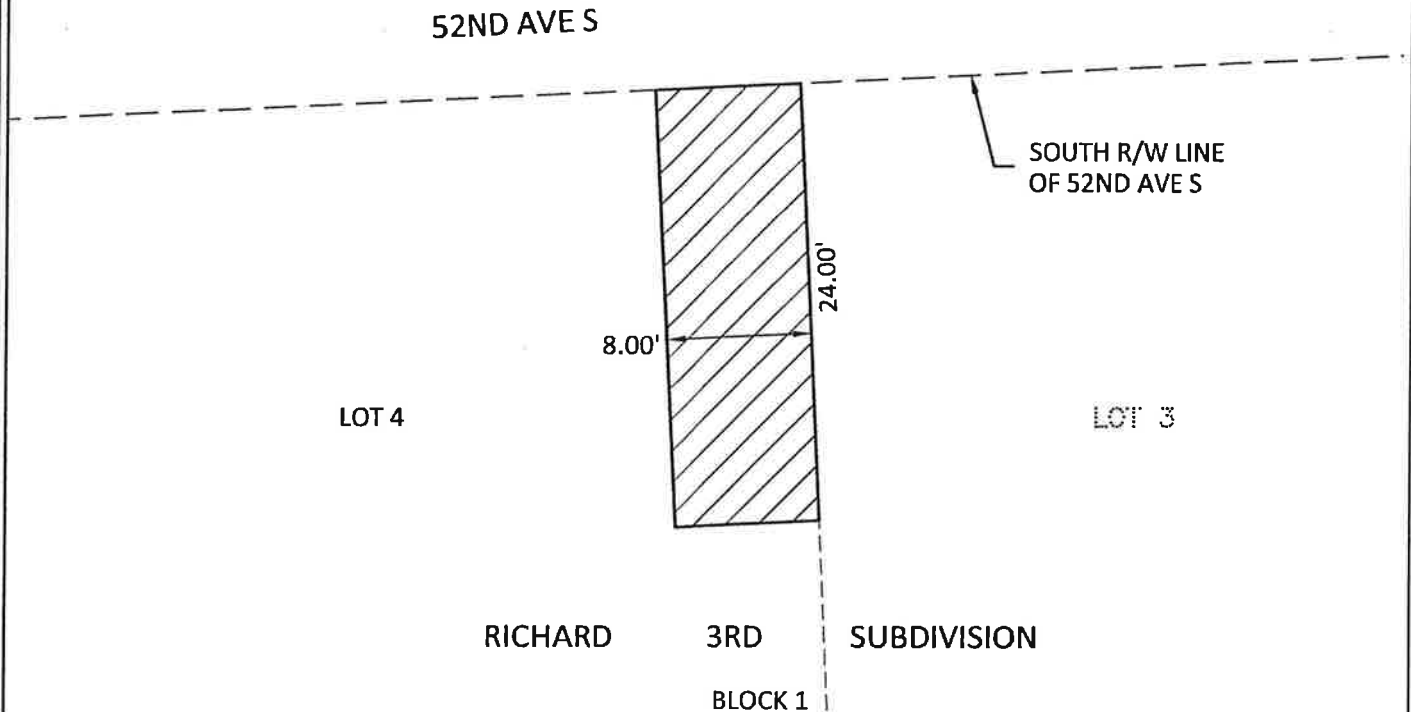
MAYOR

SIGNATURE

DATE



# EXHIBIT A

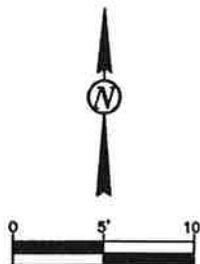


## Description:

A Tract of land over, under and across Lot 4, Block 1 of RICHARD 3RD SUBDIVISION, City of Fargo, Cass County, North Dakota described as follows:

The east 8.00 feet of the north 24.00 feet of said Lot 4.

Said Tract contains 192 square feet, more or less.



BEARINGS BASED ON  
CITY OF FARGO GROUND CONTROL SYSTEM

## LEGEND



STORM SEWER EASEMENT



ENGINEERING DEPT.

## STORM SEWER EASEMENT

A TRACT OF LAND IN LOT 4, BLOCK 1, RICHARD 3RD SUBDIVISION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWV

DATE: NOVEMBER 22, 2019

SHEET 1 OF 1

## REPORT OF ACTION

(24)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-19-A3

Type: Contract Amendment #3

Location: 52<sup>nd</sup> Ave S, 45<sup>th</sup> St – 63<sup>rd</sup> St

Date of Hearing: 3/30/2020

Routing

City Commission

Date

4/6/2020

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed the attached communication from Division Engineer, Kevin Gorder, regarding Contract Amendment #3 submitted by Houston Engineering in the amount of \$12,242.00, bringing the total contract amount to \$271,703.00. This Amendment is for additional services provided due to extended construction time.

Staff is recommending approval of Contract Amendment #3 in the amount of \$12,242.00, bringing the total contract amount to \$271,703.00.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Contract Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #3 in the amount of \$12,242.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

Tim Mahoney, Mayor

☒☒☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson





Item A1

**Engineering Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email [feng@FargoND.gov](mailto:feng@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

## Memorandum

**To:** Members of PWPEC

**From:** Kevin Gorder, Division Engineer

**Date:** March 23, 2020

**Subject:** Additional Bridge Inspection Time 52<sup>nd</sup> Avenue Project No. BN-19-A3  
Amendment #3

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### Background:

Engineering contracted with Houston Engineering to perform survey and inspection on the two bridges over the drain on 52<sup>nd</sup> Avenue. The Contract has been amended twice at the request of Engineering. The first Amendment was to complete some environmental work on the newly acquired property on the east side of the drain, south of 52<sup>nd</sup> Avenue (Oak Grove Land). The second Amendment was to add inspection staff to supplement City staff during the peak of contractor activity. City staff was not able to keep up, and had some challenges hiring summer help, which created the need for more staff on the project.

The original contract with Houston was scoped with the assumption that the bridge construction would be complete by September 1, 2019. The actual completion date of the bridge construction was September 26, 2019, approximately 3.5 weeks later than originally scoped. Houston Engineering submitted a scope with two weeks of time for an Engineer 1 and the Project Manager. The total Amendment amount is \$12,242. This Amendment will bring the total amount on the contract to \$271,703.

Engineering concurs with the additional costs since the additional work was out of the original scope of the contract. Their quote is attached.

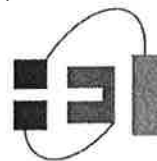
### Recommended Motion:

Approve the contract Amendment of \$12,242, bringing the total contract amount to \$271,703, for the services provided due to extended construction time.

KOG/klb  
Attachments

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

### PROFESSIONAL SERVICES

#### AMENDMENT No. 3 - FOR ADDITIONAL ENGINEERING SERVICES

**Project:** City of Fargo Project BN-19-A3 – 52<sup>nd</sup> Ave South form 45<sup>th</sup> Street to West of 63<sup>rd</sup> Street South  
Amendment No. 3 – Additional Bridge Inspection  
HE Project No. 6059-0160

**Client:** City of Fargo  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102  
Phone (701) 241-1545  
Attn: Kevin Gorder, Division Engineer

**Location of Project:** City of Fargo, Cass County, North Dakota

**Description of Work:** This contract amendment is for additional Professional Engineering services for additional time to complete the structure not anticipated in original scope.

The original Scope and Fee dated 1/8/19 anticipated the structure to be completed September 1, 2019. The structure was completed September 26, 2019 roughly 3.5 weeks longer than originally planned.

Houston Engineering anticipates the additional and remaining work the be completed for \$12,242 based on the original price for services date 1/8/2019.

**Basis of Proposal:** This amendment covers the additional services as described above.

**Fee:** The total fee for the above described tasks is \$12,242. Additional work required beyond the scope listed above will be billed at our current hourly rates. Houston Engineering, Inc. will perform the services as outlined above. Tasks will be performed in accordance with our current hourly rates (Attachment 2).

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

Bismarck : 701.323.0200 : 701.323.0300  
Maple Grove : 763.493.4522 : 763.493.5572

Minot : 701.852.7931 : 701.858.5655  
Thief River Falls : 218.681.2951 : 218.681.2987



Page 2

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

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

Authorization:

Client: City of Fargo

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Proposal: Houston Engineering, Inc.Signature: Adam R. WalkerTitle: Project EngineerDate: 3/19/20

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(25)

Improvement District No. BR-19-A0

Type: Task Order #3

Location: Main Avenue, Broadway to University Dr

Date of Hearing: 3/16/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/6/2020</u>
Finance Committee	<u>3/30/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Tom Knakmuhs</u>

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Tom Knakmuhs, related to a Task Order with Apex Engineering for construction inspection and staking for the 2020 Main Avenue project.

Apex Engineering was selected by the NDDOT to provide construction inspection and staking for the 2020 Main Avenue project. Their scope of services include inspection of all items on the project with the exception of the City's sanitary sewer and water main. Since Apex designed the City's sewer and water for this project, is approved for these services through the MSA, and was selected by the NDDOT to inspect the rest of the project, it is in our best interest to utilize Apex for the inspection of the City's sewer and water.

Staff is recommending approval of Task Order #3 to Apex Engineering for construction inspection and record drawings for the sanitary sewer and water main for Improvement District No. BR-19-A1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Task Order #3 to Apex Engineering in the amount of \$106,258 contingent upon Finance Committee approval.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Task Order #3 in the amount of \$106,258 to Apex Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, NDDOT, Water Utility, WW Utility, Sales Tax & Special Assessments


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	
Agreement for payment of specials required of developer	<u>N/A</u>	
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

REPORT OF ACTION**FINANCE COMMITTEE****Improvement District:** BR-19-A0**Type:** Task Order #3**Location:** Main Avenue (Broadway – University Dr.)**Date of Hearing:** March 31, 2020

<u>Routing</u>	<u>Date</u>
City Commission	4/6/2020
Project File	<u>Tom Knakmuhs</u>

The Committee received correspondence from Assistant City Engineer, Tom Knakmuhs, for approval of Task Order #3 with Apex Engineering for construction inspection and staking for the 2020 Main Avenue project.

**MOTION:**

On a motion by Bruce Grubb, seconded by Steve Sprague, the Finance Committee voted to approve Task Order #3 with Apex Engineering.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>X</u>		
Bruce Grubb, City Administrator	<u>X</u>	<u>X</u>		
Mike Redlinger, Assistant City Administrator	<u>X</u>	<u>X</u>		
Kent Costin, Director of Finance	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

Tim Mahoney, Finance Committee Chair



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Apex Engineering Group

Estimated Dollar Amount of Purchase:

\$106,258

The project/service is required to:

Provide inspection services for the installation of sanitary sewer main, sanitary sewer services, water main, and water services on Phase 2 of the Main Ave reconstruction project (BR-19-A1) from University Dr to Broadway.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Apex Engineering Group performed the inspection on Phase 1 of the Main Ave reconstruction project from 2nd St to Broadway in 2019, they designed the City of Fargo's underground infrastructure (sanitary sewer and water main) for the Phase 1 and the Phase 2 project, and they have been hired by the NDDOT to perform all other inspection and surveying services for the NDDOT for the Phase 2 project.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

In 2019, the City went through a competitive process for the selection of qualified consultants as part as a Master Service Agreement (MS-19-A0). In the category for inspection, there were 6 different firms selected and Apex Engineering Group was one of them.

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

	Design Engineer for City Sewer and Water for BR-19-A1?	Any previous knowledge with Phase 1 or Phase 2 of the Main Ave Project?	Currently under contract with NDDOT for Phase 2 of the Main Ave Project?
Apex Engineering Group	Yes	Yes	Yes
Bolton & Menk, Inc	No	No	No
Houston Engineering, Inc	No	No	No
KLJ	No	No	No
Moore Engineering, Inc	No	No	No
Stantec	No	No	No

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.



Signature: TK  
(Requestor)

Printed Name: Tom Knakmuhs

Department: Engineering

Title: Assistant City Engineer

Date: 3/17/2020

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

TK (Requestor initials)

## Memorandum

**To:** Members of PWPEC  
**From:** Tom Knakmuhs, Assistant City Engineer  
**Date:** March 10, 2020  
**Re:** Project Inspection for BR-19-A1 (Main Avenue)

---

### Background:

Apex Engineering was selected by the NDDOT to provide construction inspection and staking for the 2020 Main Avenue project. Through Apex's contract with the NDDOT, their scope of services include inspection of all items on the project with the exception of the City's sanitary sewer and water main. Since Apex designed the City's sewer and water for this project, is approved for these services through the MSA, and was selected by the NDDOT to inspect the rest of the project, I feel it would be best to utilize Apex to inspect the City's sewer and water. The cost for hiring a consultant to perform the inspection of the City's sewer and water for the Main Ave project was included in the approved 2020 CIP.

Attached is Apex's proposed scope and fee for inspection services for sewer and water on BR-19-A1.

### Recommended Motion:

Approve a Task Order to Apex Engineering for construction inspection and record drawings for the sanitary sewer and water main for Improvement District No. BR-19-A1 in a not-to-exceed amount of \$106,258.

TAK/klb

Attachments



Water | Transportation | Municipal | Facilities

701.373.7980  
4733 Amber Valley Parkway  
Fargo, ND 58104

March 9, 2020

Tom Knakmuhs, PE  
Assistant City Engineer  
City of Fargo Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: Improvement District #BR-19-A1 – Main Avenue Reconstruction: University Drive to 2<sup>nd</sup> Street  
Construction Inspection Services

Dear Tom:

Listed below is our cost proposal for the above subject project, as requested in your email on March 02, 2020.

**Cost Proposal Summary:**

<b>Construction Inspection</b>	<b>\$ 98,020</b>
<b>Record Drawings</b>	<b>\$ 8,238</b>
<b>Hourly Not to Exceed Total =</b>	<b>\$106,258</b>

We understand if Apex is selected for these services that a task order will be prepared as per our Master Services Agreement already on file and invoicing and payments will go directly between Apex and City of Fargo Engineering.

This Cost Proposal Assumes the Following:

1. Construction Inspection Hours Estimated:
  - a. Apex will be responsible for project management, inspection, materials testing coordination, and record keeping for the removal of existing and installation of new watermain and sanitary sewer facilities within the project limits and quantities as defined in the plans as-bid on November 8, 2019. This includes the watermain boring work under the BNSF Railroad on 8<sup>th</sup> Street. Based on the Contractor's initial schedule, we have assumed 75 days x 12 hrs/day = 900 hrs for the removal/abandonment and installation of new City utilities. In addition to inspection time, this includes time spent recording and entering quantities for payment in NDDOT's CARS system. It is anticipated that the work will be phased and there will be periods where we may not need to provide any inspection on sewer and water if no work is being performed on those items. This does not include any additional time that may be required due to change orders resulting in additional inspection.
  - b. This assumes the City (via Scott Olson) will provide project assistance that Apex will coordinate with on an as needed basis for field adjustment and specification interpretation or issue resolution with the contractor according to the as-bid plans. This does not include additional project management and coordination time required for change orders or contract negotiations.

- c. This assumes the City will contract with and pay invoices directly for materials testing services with Terracon. Apex will coordinate with and contact Terracon for testing during the project.
  - d. Apex will provide construction staking for the sanitary sewer and water main through Apex's construction services contract with the North Dakota Department of Transportation.
2. As-Built Records Preparation:
- a. Apex will prepare and provide final record-drawing plan sheets and AutoCAD files, watermain lowering details, and manhole summaries at the end of the project.

The staff we have dedicated to work on this project showing classification and role in parentheses:

- Brent Muscha, PE – Design Engineer II (Project Manager)
- James Mickelson, PE – Project Engineer (Lead Inspector)
- Nick Gubbels – Graduate Engineer (Inspector)
- Aaron Haugo – Engineering Technician (Inspector)

**Brent Muscha, PE** will be the assigned Project Manager for Apex. Brent has been involved with the Main Avenue Reconstruction project since 2016 and is currently Apex's Project Manager for the construction of the NDDOT portion of the project, which is the same role he held in the 2019 (Phase 1) portion of the Main Avenue reconstruction project.

**James Mickelson, PE** will be the Lead Inspector. He will work closely on day to day basis with the contractor and the activities of our inspectors and our survey crews. James is currently Apex's Lead Inspector for the NDDOT portion of the project, which is the same role he held in the 2019 (Phase 1) portion of the Main Avenue reconstruction project.

**Aaron Haugo and Nick Gubbels** will be our inspectors. Either Aaron or Nick will be on-site full time with the contractor. Aaron worked on the design/drafting for the sanitary sewer and water main for this project, and both have worked on past projects in the City of Fargo such as 13<sup>th</sup> Avenue South, 32<sup>nd</sup> Avenue South, and Bison Meadows development.

Please feel free to give us a call if you have any questions.

Sincerely,  
Apex Engineering Group, Inc.



Dain L. Miller, PE  
Sr. Vice President / COO

Cc: Josh Olson – Apex  
Brent Muscha – Apex

### Fee & Hours Estimate

Apex Project Number 20.103.0047

Task	Lead Engineer	Project Engineer	Graduate Engineer	Engineering Technician	Total Task Hours	Fee Total
Standard Apex Rate 2020	\$162	\$119	\$112	\$96		
<b>1.0 Construction Inspection</b>						
1.01 Coordination with City of Fargo & Project Management	8	12	8		28	\$3,620
1.02 Sanitary Sewer Inspection and Record Keeping			225	175	400	\$42,000
1.03 Water Main Inspection and Record Keeping			275	225	500	\$52,400
<b>Task 1.0 Subtotal</b>	<b>8</b>	<b>12</b>	<b>508</b>	<b>400</b>	<b>928</b>	<b>\$98,020</b>
<b>2.0 Record Drawings</b>						
2.01 Preparation of As-Built Plans and Final Records	4	10	40	20	74	\$8,238
<b>Task 2.0 Subtotal</b>	<b>4</b>	<b>10</b>	<b>40</b>	<b>20</b>	<b>74</b>	<b>\$8,238</b>
<b>Subtotal - Hours and Fee</b>	<b>12</b>	<b>22</b>	<b>548</b>	<b>420</b>	<b>1002</b>	<b>\$ 106,258</b>
					<b>Total Fee =</b>	<b>\$106,258</b>

COVER SHEET  
CITY OF FARGO PROJECTS



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

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

P.C. Concrete Alley Paving & Incidentals

Improvement District No. AN-19-J

Call For Bids April 6, 2020

Advertise Dates April 13 & April 20, 2020

Bid Opening Date May 13, 2020

Substantial Completion Date August 14, 2020

Final Completion Date August 28, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 298-6939

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

## ENGINEER'S REPORT

## P.C. CONCRETE ALLEY PAVING &amp; INCIDENTALS

## IMPROVEMENT DISTRICT NO. AN-19-J

**Nature & Scope**

This project is for the installation of P.C. Concrete Paving in the alley from 11<sup>th</sup> Avenue North to 12<sup>th</sup> Avenue North between 3<sup>rd</sup> Street North and 4<sup>th</sup> Street North in Hectors Addition.

**Purpose**

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

**Feasibility**

The estimated cost of construction is \$150,134.00. The project will be paid for entirely from Special Assessments. A breakdown of costs is as follows:

Estimated Construction Costs	\$	150,134
Plus 10% Engineering Fee:	\$	15,013
Plus 3% Legal Fee:	\$	4,504
Plus 4% Administration Fee:	\$	6,005
Plus 4% Interest Fee:	\$	6,005
Plus 10% Contingency:	\$	15,013
<b>Total Estimated Construction Cost:</b>	<b>\$</b>	<b>196,676</b>

**Project Funding Summary**

Special Assessments - 100%

The cost to the Property Owners will be per City policy.

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

**CITY OF FARGO  
ENGINEERING DEPARTMENT**

**LOCATION & COMPRISING**

**P.C. CONCRETE ALLEY PAVING  
& INCIDENTALS**

**IMPROVEMENT DISTRICT NO. AN-19-J**

**LOCATION:**

From 11<sup>th</sup> Avenue to 12<sup>th</sup> Avenue North between 3<sup>rd</sup> Street and 4<sup>th</sup> Street North.

**COMPRISING:**

Lots 1 through 12, west 1/2 of 13, 14 through 24, Block 3.  
All in Hector's Addition.

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





CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PC CONCRETE ALLEY PAVING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-19-J

COVER SHEET  
CITY OF FARGO PROJECTS

26db

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

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Lighting & Incidentals

Improvement District No. BN-20-E

Call For Bids April 6, 2020

Advertise Dates April 13 & 20, 2020

Bid Opening Date May 13, 2020

Substantial Completion Date September 15, 2020

Final Completion Date October 15, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Satterlund

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

## ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER,  
PAVING, SITE GRADING, LIGHTING & INCIDENTALS

## IMPROVEMENT DISTRICT NO. BN-20-E

**Nature & Scope**

This project is for new construction of underground utilities, asphalt pavement and incidentals on 72<sup>nd</sup> Avenue South between 26<sup>th</sup> Street and Cass County Drain 53, on 73<sup>rd</sup> Street from 25<sup>th</sup> Street to Cass County Drain 53, on 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, and 30<sup>th</sup> Streets South between 72<sup>nd</sup> and 73<sup>rd</sup> Avenues South, all located within Madelyn's Meadows First and Second Additions. It also includes construction of a temporary earthen levee just south of future 74<sup>th</sup> Avenue South between 25<sup>th</sup> Street and Cass County Drain 53 to act as a southern line of protection from flooding for Madelyn's Meadows Additions.

**Purpose**

This project is to provide infrastructure for new residential housing within Madelyn's Meadows 1<sup>st</sup> and 2<sup>nd</sup> Additions as requested by the developer.

**Feasibility**

The estimated cost of construction is \$2,433,758.

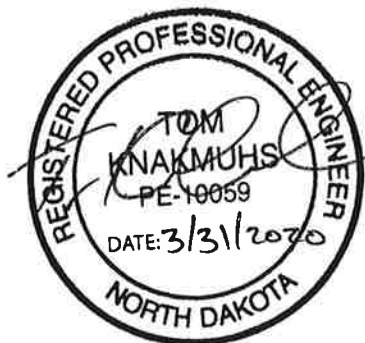
The costs for the improvement district are estimated as follows:


<b>Underground &amp; Paving Costs</b>	\$	2,433,758
Plus 10% Engineering Fee:	\$	243,376
Plus 4% Administration Fee:	\$	97,350
Plus 3% Legal Fee:	\$	73,013
Plus 4% Interest Fee:	\$	97,350
Plus 10% Contingency:	\$	243,376
<b>Total Estimated Paving Cost:</b>	<b>\$</b>	<b>3,188,223</b>
<b>Underground &amp; Paving Amount Special Assessed:</b>	<b>\$</b>	<b>3,188,223</b>

<b>Project Funding Summary</b>			
Special Assessments	100.00%	\$	3,188,223.11
<b>Total Estimated Project Cost</b>		<b>\$</b>	<b>3,188,223.11</b>

Engineer's Report  
Improvement District No. BN-20-E  
Page 2

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

**CITY OF FARGO  
ENGINEERING DEPARTMENT**

**LOCATION & COMPRISING**

**SANITARY SEWER, WATER MAIN, STORM SEWER,  
PAVING, SITE GRADING, LIGHTING & INCIDENTALS**

**IMPROVEMENT DISTRICT NO. BN-20-E**

**LOCATION:**

On 72<sup>nd</sup> Avenue South between 26<sup>th</sup> Street South and Cass County Drain 53.

On 73<sup>rd</sup> Avenue South, between 25<sup>th</sup> Street South and Cass County Drain 53.

On 27<sup>th</sup> Street between 72<sup>nd</sup> Avenue South and 73<sup>rd</sup> Avenue South.

On 28<sup>th</sup> Street between 72<sup>nd</sup> Avenue South and 73<sup>rd</sup> Avenue South.

On 29<sup>th</sup> Street between 72<sup>nd</sup> Avenue South and 73<sup>rd</sup> Avenue South.

On 30<sup>th</sup> Street between 72<sup>nd</sup> Avenue South and 73<sup>rd</sup> Avenue South.

The north half of the south half of the south east quarter of T138N R49 W Section 11 of Cass County.

**COMPRISING:**

Lots 10 through 12, Block 3.

All platted in Madelyn's Meadows First Addition.

Lots 1 through 17, Block 1.

Lots 1 through 20, Block 2.

Lots 1 through 16, Block 3

Lots 1 through 16, Block 4.

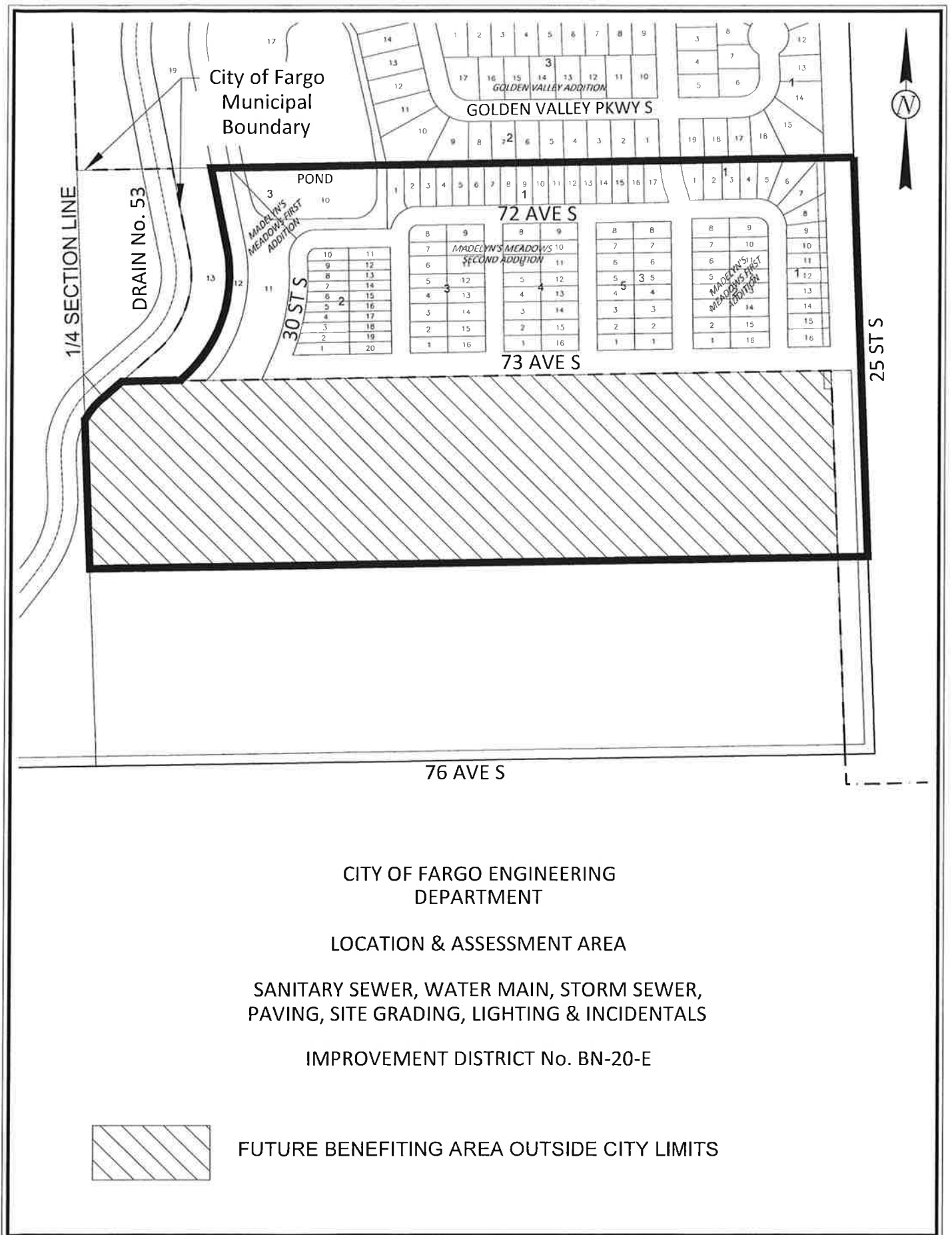
Lots 1 through 8, Block 5.

All platted in Madelyn's Meadows Second Addition.

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

All of the unplatted land in the north half of the south half of the southeast quarter of T138N R49W Section 11.

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



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER,  
PAVING, SITE GRADING, LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT No. BN-20-E



FUTURE BENEFITING AREA OUTSIDE CITY LIMITS

COVER SHEET  
CITY OF FARGO PROJECTS

21a

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

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals

Improvement District No. BN-20-F

Call For Bids April 6, 2020

Advertise Dates April 13 & April 20, 2020

Bid Opening Date May 13, 2020

Substantial Completion Date September 15, 2020

Final Completion Date October 15, 2020

N/A PWPEC Report (Attach Copy) – **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Will Bayuk

Phone No. (701) 241-1554

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

## ENGINEER'S REPORT

## SANITARY SEWER, WATER MAIN, STORM SEWER, PAVING, SITE GRADING, STREET LIGHTS &amp; INCIDENTALS

## IMPROVEMENT DISTRICT NO. BN-20-F

**Nature & Scope**

This project is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 62<sup>nd</sup> Avenue South from 175' east of 21<sup>st</sup> Street South to 155' west of 18<sup>th</sup> Street South, on 21<sup>st</sup> Street South from Bennet Court South to 64<sup>th</sup> Avenue South, and on 22<sup>nd</sup> Street South from 190' south of 61<sup>st</sup> Avenue South to 62<sup>nd</sup> Avenue South.

**Purpose**

This project is to provide infrastructure for new residential housing within Legacy I Fourth Addition, and Legacy I Sixth Addition as requested by the developer.

**Feasibility**

The estimated cost of construction is \$1,993,692.70.

The costs for the improvement district are estimated as follows:

<b>LOMR Costs</b>	\$ 553,930.95
Plus 4% Engineering Oversight Fee:	\$ 22,157.24
<b>Total Estimated Developer Funded Cost:</b>	<b>\$ 576,088.19</b>
 <b>LOMR Amount Developer Funded:</b>	 <b>\$ 576,088.19</b>

<b>Underground &amp; Paving Costs</b>	\$ 1,439,761.75
Plus 10% Engineering Fee:	\$ 143,976.18
Plus 4% Administration Fee:	\$ 57,590.47
Plus 3% Legal Fee:	\$ 43,192.85
Plus 4% Interest Fee:	\$ 57,590.47
Plus 10% Contingency:	\$ 143,976.18
<b>Total Estimated Paving Cost:</b>	<b>\$ 1,886,087.89</b>
 <b>Underground &amp; Paving Amount Special Assessed:</b>	 <b>\$ 1,886,087.89</b>



<b>Project Funding Summary</b>		
Developer Funded - LOMR	23.40%	\$ 576,088.19
Special Assessments	76.60%	\$ 1,886,087.89
<b>Total Estimated Project Cost</b>		<b>\$ 2,462,176.08</b>

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T-Kn", written over a horizontal line.

Tom Knakmuhs, P.E.  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION AND COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, PAVING, SITE GRADING,  
STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-F

**LOCATION:**

On 62<sup>nd</sup> Avenue South from 175' east of 21<sup>st</sup> Street South to 155' west of 18<sup>th</sup> Street South. On 21<sup>st</sup> Street South from Bennet Court South to 64<sup>th</sup> Avenue South. On 22<sup>nd</sup> Street South from 190' south of 61<sup>st</sup> Avenue South to 62<sup>nd</sup> Avenue South.

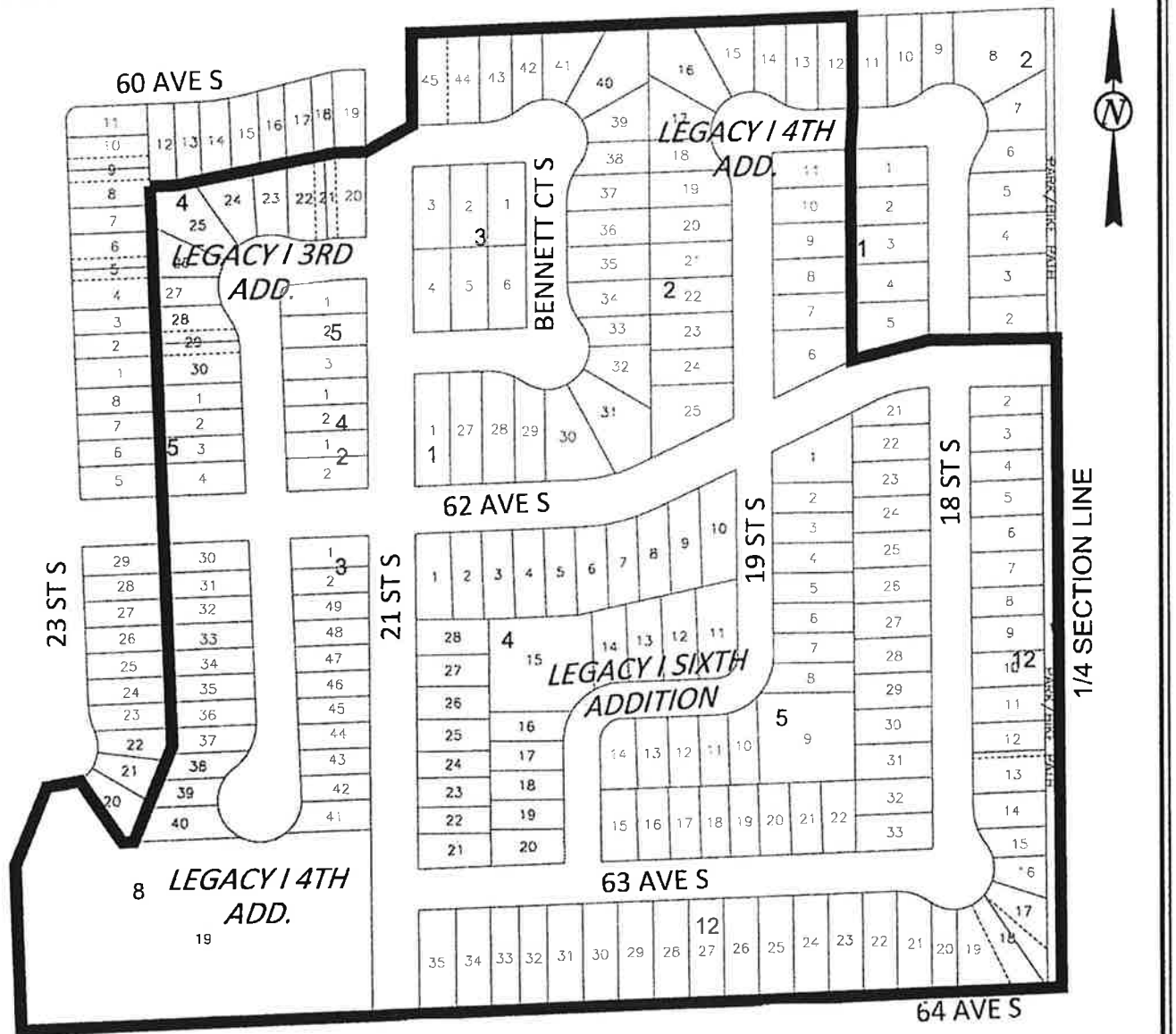
**COMPRISING:**

Lots 20 through 30, Block 4.  
Lots 1 through 3, Block 5.  
All platted within Legacy I Third Addition.

Lots 6 through 11, Block 1.  
Lots 12 through 25, and Lots 27 through 45, Block 2.  
Lots 1 through 6, Block 3.  
Lots 1 and 2, Block 4.  
Lots 1 through 4, Block 5.  
Lot 19, and Lots 30 through 49, Block 8.  
Lots 21 through 33, Block 11.  
Lots 1 through 35, Block 12.  
All platted within Legacy I Fourth Addition.

Lot 1, Block 1.  
Lots 1 and 2, Block 2.  
Lots 1 and 2, Block 3.  
Lots 1 through 28, Block 4.  
Lots 1 through 22, Block 5.  
All platted within Legacy I Sixth Addition.

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



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER,  
PAVING, SITE GRADING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT No. BN-20-F

COVER SHEET  
CITY OF FARGO PROJECTS



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

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

Asphalt Wear Course & Incidentals

Improvement District No. PN-20-A

Call For Bids April 6, 2020

Advertise Dates April 13 & 20, 2020

Bid Opening Date May 13, 2020

Substantial Completion Date September 25, 2020

Final Completion Date October 25, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT  
ASPHALT WEAR COURSE & INCIDENTALS  
IMPROVEMENT DISTRICT NO. PN-20-A

**Nature & Scope**

Under this project, the City will be installing asphalt wear course on the following streets and avenues:

**Section 1:**

On Agassiz Xing South north of 23<sup>rd</sup> Avenue South.

**Section 2:**

On 51<sup>st</sup> Avenue South from 53<sup>rd</sup> Street South east to east end of cul-de-sac.

**Section 3:**

On 56<sup>th</sup> Avenue South from 63<sup>rd</sup> Street South to 67<sup>th</sup> Street South.  
On 57<sup>th</sup> Avenue South from 62<sup>nd</sup> Street South to Deer Creek Parkway.  
On 58<sup>th</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 59<sup>th</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 60<sup>th</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 61<sup>th</sup> Avenue South from 59<sup>th</sup> Street South to Deer Creek Parkway.  
On 63<sup>rd</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 58<sup>th</sup> Street South from ½ way between 57<sup>th</sup> Avenue South and 58<sup>th</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 58<sup>th</sup> Street South from 58<sup>th</sup> Avenue South to 61<sup>st</sup> Avenue South.  
On 61<sup>st</sup> Street South from ½ way between 57<sup>th</sup> Avenue South and 58<sup>th</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 62<sup>nd</sup> Street South from 57<sup>th</sup> Avenue South to 58<sup>th</sup> Avenue South.  
On 62<sup>nd</sup> Street South from 63<sup>rd</sup> Avenue South to 138' south of 63<sup>rd</sup> Avenue South.  
On 63<sup>rd</sup> Street South/Deer Creek Parkway from 52<sup>nd</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 67<sup>th</sup> Street South from 56<sup>th</sup> Avenue South to 140' north of 56<sup>th</sup> Avenue South.

**Section 4:**

On 14<sup>th</sup> Street South from address 6052 to 6128.  
On 18<sup>th</sup> Street South from 61<sup>st</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 62<sup>nd</sup> Avenue South from 18<sup>th</sup> Street South to 170' east and 134' west of the intersection.  
On 63<sup>rd</sup> Avenue South from 18<sup>th</sup> Street South to the west 132'.

**Section 5:**

On 14<sup>th</sup> Street South from 70<sup>th</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 15<sup>th</sup> Street South from 70<sup>th</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 71<sup>st</sup> Avenue South from 72<sup>nd</sup> Avenue South to 15<sup>th</sup> Street South.  
On 72<sup>nd</sup> Avenue South from 71<sup>st</sup> Avenue South to 15<sup>th</sup> Street South.  
On 73<sup>rd</sup> Avenue South from 15<sup>th</sup> Street South to 25<sup>th</sup> Street South.  
On Shawnas Place South west of 14<sup>th</sup> Street South.  
On 75<sup>th</sup> Avenue South from 14<sup>th</sup> Street South to Eagle Pointe Drive South.

### Purpose

Consistent with our standard practice, the asphalt wear course was not installed on these streets under the original paving contract. This allows for a wear course to be installed upon the completion of most of the housing construction in the area. By installing the wear course at this time, we are able to correct deficiencies in the street caused by settlement and the activities associated with home construction. The installation of these wearing courses, at this time, will improve the drainage and ride quality, along with extending the life of these streets.

### Feasibility


The total construction cost is estimated to be \$1,962,385.00. It will be paid by 100% Special Assessments. The cost breakdown is as follows:

#### Sections 1 - 5:

<b>Estimated Construction Cost:</b>	<b>\$ 1,962,385.00</b>
Plus Engineering Fees (10%):	\$ 196,238.00
Plus Administration Fees (4%):	\$ 78,495.00
Plus Legal/Misc Fees (3%):	\$ 58,872.00
Plus Interest (4%):	\$ 78,495.00
Contingency (10%):	\$ 196,238.00
<b>Assessed Cost:</b>	<b>\$ 2,570,724.00</b>

We believe this to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

**CITY OF FARGO  
ENGINEERING DEPARTMENT**

**LOCATION & COMPRISING  
ASPHALT WEAR COURSE & INCIDENTALS  
IMPROVEMENT DISTRICT NO. PN-20-A**

**LOCATION (Section 1):**

On Agassiz Xing South north of 23<sup>rd</sup> Avenue South.

**LOCATION (Section 2):**

On 51<sup>st</sup> Avenue South from 53<sup>rd</sup> Street South east to east end of cul-de-sac.

**LOCATION (Section 3):**

On 56<sup>th</sup> Avenue South from 63<sup>rd</sup> Street South to 67<sup>th</sup> Street South.  
On 57<sup>th</sup> Avenue South from 62<sup>nd</sup> Street South to Deer Creek Parkway.  
On 58<sup>th</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 59<sup>th</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 60<sup>th</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 61<sup>th</sup> Avenue South from 59<sup>th</sup> Street South to Deer Creek Parkway.  
On 63<sup>rd</sup> Avenue South from 58<sup>th</sup> Street South to Deer Creek Parkway.  
On 58<sup>th</sup> Street South from ½ way between 57<sup>th</sup> Avenue South and 58<sup>th</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 58<sup>th</sup> Street South from 58<sup>th</sup> Avenue South to 61<sup>st</sup> Avenue South.  
On 61<sup>st</sup> Street South from ½ way between 57<sup>th</sup> Avenue South and 58<sup>th</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 62<sup>nd</sup> Street South from 57<sup>th</sup> Avenue South to 58<sup>th</sup> Avenue South.  
On 62<sup>nd</sup> Street South from 63<sup>rd</sup> Avenue South to 138' south of 63<sup>rd</sup> Avenue South.  
On 63<sup>rd</sup> Street South/Deer Creek Parkway from 52<sup>nd</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 67<sup>th</sup> Street South from 56<sup>th</sup> Avenue South to 140' north of 56<sup>th</sup> Avenue South.

**LOCATION (Section 4):**

On 14<sup>th</sup> Street South from address 6052 to 6128.  
On 18<sup>th</sup> Street South from 61<sup>st</sup> Avenue South to 63<sup>rd</sup> Avenue South.  
On 62<sup>nd</sup> Avenue South from 18<sup>th</sup> Street South to 170' east and 134' west of the intersection.  
On 63<sup>rd</sup> Avenue South from 18<sup>th</sup> Street South to the west 132'.

**LOCATION (Section 5):**

On 14<sup>th</sup> Street South from 70<sup>th</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 15<sup>th</sup> Street South from 70<sup>th</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 71<sup>st</sup> Avenue South from 72<sup>nd</sup> Avenue South to 15<sup>th</sup> Street South.  
On 72<sup>nd</sup> Avenue South from 71<sup>st</sup> Avenue South to 15<sup>th</sup> Street South.  
On 73<sup>rd</sup> Avenue South from 15<sup>th</sup> Street South to 25<sup>th</sup> Street South.  
On Shawnas Place South west of 14<sup>th</sup> Street South.  
On 75<sup>th</sup> Avenue South from 14<sup>th</sup> Street South to Eagle Pointe Drive South.

Location & Comprising  
Improvement District No. PN-20-A  
Page 2

**COMPRISING (Section 1):**

Bound on the north by I – 94.

Bound on the east by the edge of Lot 1, Block 1 Hom 1<sup>st</sup> Addition. Then along the south edge of Lot 1, Block 1 Hom 1<sup>st</sup> Addition. Then along the east edge of Lot 1, Block 1, Hom 2<sup>nd</sup> Addition.

Bound on the south by 23<sup>rd</sup> Avenue South.

Bound on the west by 51<sup>st</sup> Street South.

**COMPRISING (Section 2):**

Lots 1 through 13, Block 1, Commerce on 52<sup>nd</sup> 1<sup>st</sup> Addition.

**COMPRISING (Section 3):**

Bound on the north by 52<sup>nd</sup> Avenue South.

Bound on the east by the east edge of Lot 1, Block 1, Currer Trust Subdivision and Lot 4, Block 1, Ken's Subdivision. Then on the north and east edges of Lot 1, Block 1, GSR Addition. Then along Drain 27.

Bound on the south by the south City of Fargo boundary line.

Bound on the west by the west City of Fargo boundary line.

**COMPRISING (Section 4):**

Lots 1 through 9, Block 1.  
Lots 1 through 3, Block 2.  
All in Winchester Square.

Lots 1 through 5, Block 1.  
Lots 1 through 9, Block 2.  
Lots 21 through 33, Block 11.  
Lots 1 through 22, Block 12.  
All in Legacy I Fourth Addition.

**COMPRISING (Section 5):**

Bound on the north by 70<sup>th</sup> Avenue South.

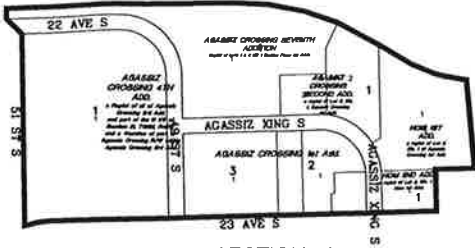
Bound on the east by the east edge of Lots 1 through 5, MGB 2<sup>nd</sup> Addition. Then along the east edge of Lots 1 through 10, Block 1 and Lots 1 through 12, Block 2, Eagle Pointe 1<sup>st</sup> Addition. Then along the east edge of Lot 1, Block 1, Walsh's 1<sup>st</sup> Subdivision.

Bound on the south by 76<sup>th</sup> Avenue South.

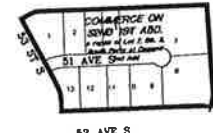
Bound on the west by 25<sup>th</sup> Street South.

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

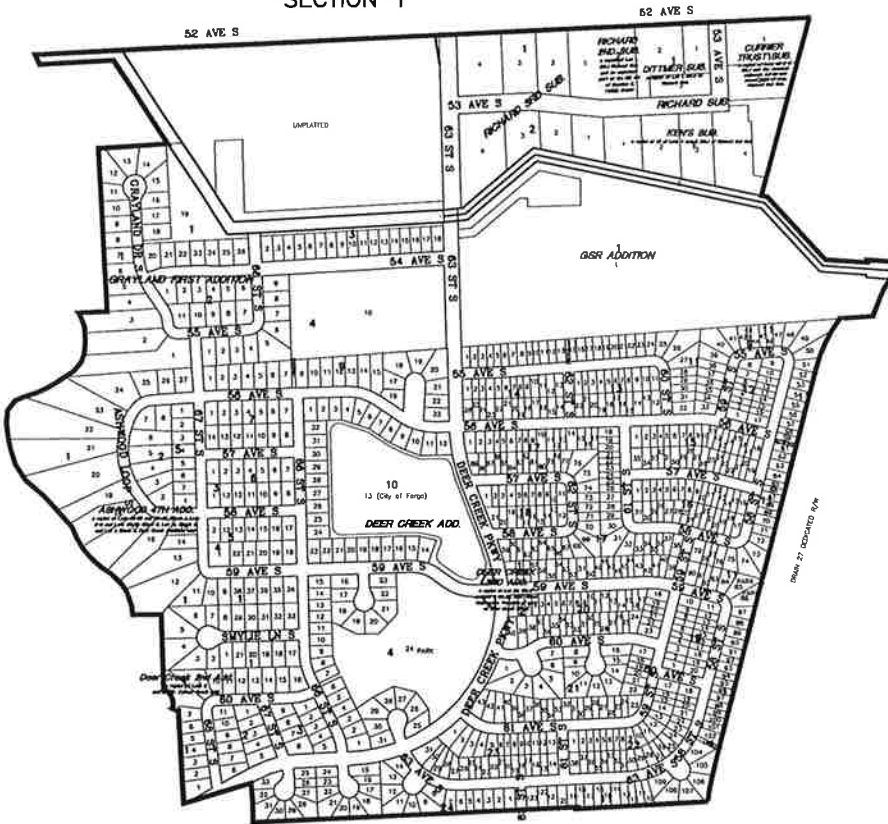




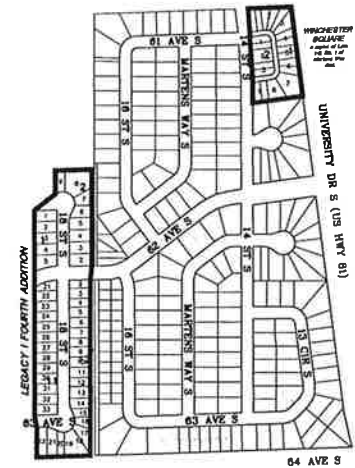
SECTION 1



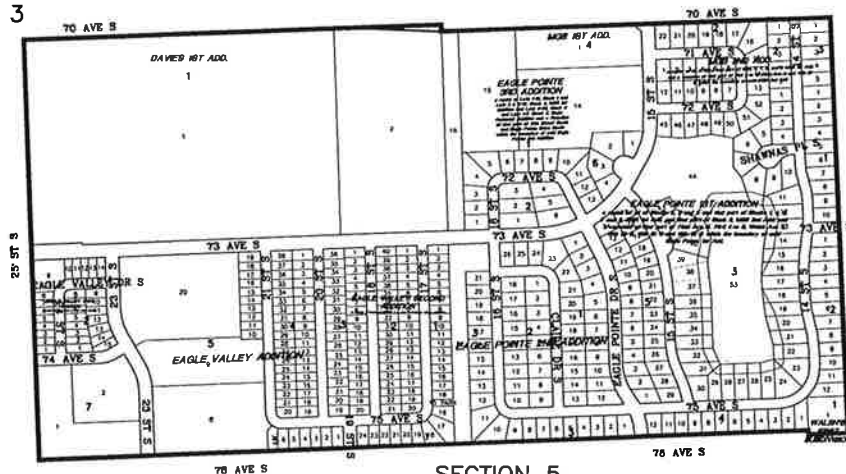
SECTION 2



SECTION 3



SECTION 4



SECTION 5

CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & ASSESSMENT AREA  
ASPHALT WEAR COURSE  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. PN-20-A

COVER SHEET  
CITY OF FARGO PROJECTS



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

Street Lighting & Incidentals

Improvement District No. SL-20-C

Call For Bids April 6, 2020

Advertise Dates April 13 & 20, 2020

Bid Opening Date May 13, 2020

Substantial Completion Date October 16, 2020

Final Completion Date November 16, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Helland

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT  
STREET LIGHTING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. SL-20-C

**Nature and Scope**

This project calls for installing a street lighting system on streets and avenues in the following areas:

1. Between 19<sup>th</sup> Avenue North and 32<sup>nd</sup> Avenue North and between University Drive North and Broadway, where there currently are no City of Fargo street lights in place or where the existing street lighting system needs replacement.
2. On Oak Street North and Elm Street North, between 12<sup>th</sup> Avenue North and 14<sup>th</sup> Avenue North and on 13<sup>th</sup> Avenue North between Oak Street North and Elm Street North, where there are no City of Fargo street lights in place.

**Purpose**

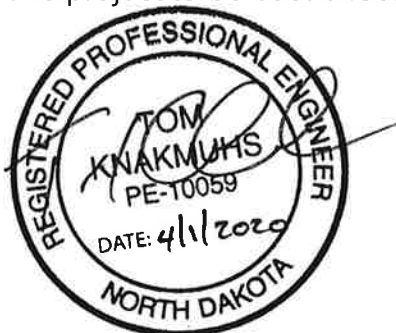
The project's goal is to increase safety and convenience of the residents and the traveling public.

**Feasibility**

The estimated cost of construction is approximately \$824,841.95. The cost breakdown is as follows:

Estimated Construction Cost:	\$ 824,841.95
Plus Engineering 10%	\$ 82,484.20
Plus Administration 4%	\$ 32,993.68
Plus Interest 4%	\$ 32,993.68
Plus Legal 3%	\$ 24,745.26
Plus Contingency 10%	\$ 82,484.20
Total Estimated Cost:	\$1,080,542.95
Estimated Special Assessments:	\$ 961,599.47
Estimated Street Lighting & Traffic Control Utility Funds:	\$ 118,943.48

We believe this project to be cost effective.



  
Tom Knakmuhs, PE  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STREET LIGHTING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-20-C

LOCATION:

19<sup>th</sup> Avenue North to 32<sup>nd</sup> Avenue North and between University Drive North and Broadway North.

12<sup>th</sup> Avenue North to 14<sup>th</sup> Avenue North and between Oak Street North and Elm Street North.

COMPRISING:

All property located within the area bordered:

Bound on the West by University Drive North.  
Less 9 ½ Street North and Part of 10<sup>th</sup> Street North.

Block 1 Lot 1.

Block 2 Lots 1 through 11.

Block 3 Lots 1 through 11.

Sunwood Addition.

Bound on the North by 32<sup>nd</sup> Avenue North.

Bound on the East Mid-Block by Broadway North.

Block 2 Lots 9 through 16.

Block 6 Lots 9 t through 16.

Knollbrook Addition.

Block 5 Lots 11 through 20.

Laurence Yunker 1<sup>st</sup> Addition.

Bound on the East Mid-Block by 7<sup>TH</sup> Street North between 19<sup>th</sup> Avenue to 25<sup>th</sup> Avenue North.

Bound by 8<sup>TH</sup> Street North between 25<sup>th</sup> Avenue to 28<sup>th</sup> Avenue North.

Block 4 Lots 1 through 11.

Block 5 Lots 1 to 3.

Peter Sway 3<sup>rd</sup> Addition.

Bound on the South by 19<sup>th</sup> Avenue North.

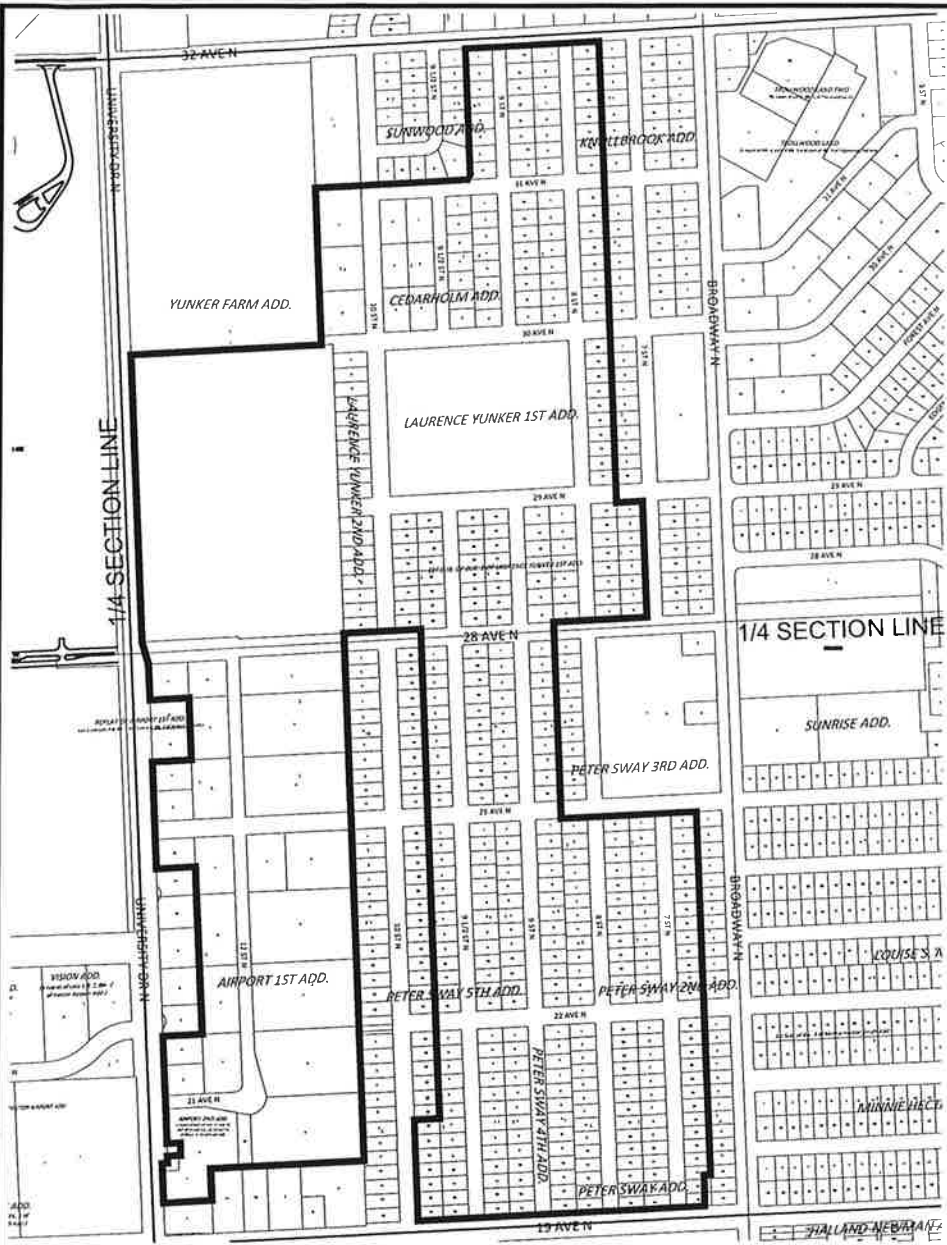
Bound on the West by Mid-Block by Oak Street North.

Bound on the North by 14<sup>th</sup> Avenue North.

Bound on the East Mid-Block by Elm Street North.

Bound on the South by 12<sup>th</sup> Avenue North.

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



SECTION 1



SECTION 2

CITY OF FARGO ENGINEERING  
DEPARTMENT  
LOCATION & ASSESSMENT AREA  
STREET LIGHTING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. SL-20-C