

FARGO CITY COMMISSION AGENDA

Monday, June 29, 2020 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 15, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Relating to Child Care Centers.
- 2. Applications for Games of Chance:
 - a. Steve Weidner FM Junior Tour for a calendar raffle from 7/1/20 to 6/30/21.
 - b. EL Zagal 57 Directors Staff for a raffle on 10/24/20.
 - c. St. Anthony of Padua Fall Bazaar for bingo and a raffle on 9/27/20.
 - d. Fargo North High School for a calendar raffle from 8/14/20 to 5/25/21.
 - e. Fargo North High School for a calendar raffle from 11/24/20 to 2/13/21.
 - f. Villa Nazareth dba CHI Friendship for a raffle on 10/23/20.
- 3. Accept the results of the Cass County Canvassing Board for the June 9, 2020 Primary election and declare candidates elected.
- 4. Renewal of the Alcoholic Beverage and Live Entertainment Licenses until 6/30/21, contingent upon all essential requirements for renewal being met by 6/30/20.
- 5. Declaration of Easement (Utility), Declaration of Easement (Street and Utility) and Declaration of Easement (Levee) in association with Project No. FM-16-A.
- 6. Change Order No. 2 for an increase of \$54,000.00 for Project No. TM-19-B1.
- 7. Amended Engineer's Report for Project No. PR-20-B.
- 8. Bid awards for Project Nos. BP-00-57 and PR-20-B1.
- 9. Purchase of Service Agreement with Mapleton Public School District.
- 10. Notice of Grant Award with the ND Department of Health for Women's Way (CFDA #93.898).
- 11. Set July 13, 2020 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 717 3rd Avenue North.
- 12. Letter of Support of the Bright Futures Learning Center project and ND Opportunity Fund involvement in the financing of the PACE local match.

13. Contract Amendment No. 3 with KLJ, Inc. in the amount of \$22,921.10 for the GTC Improvement Project.
14. Bills.
15. Change Order No. 2 for an increase of \$3,373.73, the interim duration of 13 days for 2nd Avenue closing and adjustment to the substantial completion date to 9/18/20 for Improvement District No. BR-20-C1.
16. Contract Amendment No. 5 with KLJ in the amount of \$22,440.00 for Improvement District No. PN-19-A0.
17. Create Improvement District No. AN-20-A.
18. Contracts and bonds for Improvement District Nos. BN-20-H1 and BN-20-K1.

REGULAR AGENDA:

19. Recommendation for a Resolution Moratorium to Issue No More than Five Permits for Outdoor Sound Amplifying Equipment Use.
20. COVID-19 Update:
 - a. Health Update.
21. Public Hearings - 5:15 pm:
 - a. Application for the Elliott Place 4 and 9 for a payment in lieu of tax exemption (PILOT) for a project located at 4462 30th Avenue South, which the applicant will use in the operation of providing affordable senior living rental property, serving low income households; continued from the 6/15/20 Regular Meeting.
 - b. Annexation of property located in the East Half of Section 14, Township 140 North, Range 49 West, of the Fifth Principal Meridian containing 1.83 acres, more or less (All that part of Auditor's Lot 2 of the East Half of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, on file and of record as document number 1490962, in the office of the County Recorder of Cass County, North Dakota, lying north of the South line of the Northeast Quarter of said Section 14).
 1. 1st reading of annexation Ordinance.
 - c. Luxsun 25th Street North Addition (4764 25th Street North); approval recommended by the Planning Commission on 5/5/20:
 1. Zoning change AG, Agricultural to LI, Limited Industrial.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Luxsun 25th Street North Addition.
22. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
 - a. Costs totaling \$228,188.72.
 - b. Costs totaling \$5,519,481.17.
23. Recommendations for appointments and reappointments to the following Boards and Commissions:
 - a. Board of Appeals.
 - b. Civil Service Commission.

- c. Special Assessment Commission.
 - d. Library Board.
 - e. Board of Adjustment.
 - f. Native American Commission.
 - g. Parking Commission.
24. Resolution adopting rules and regulations relative to the operation of the agenda and conduct of City Commission meetings.
25. Recommendation for Commission Liaison assignments.

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.

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

June 25, 2020

Board of City Commissioners
City Hall
225 Fourth Street North
Fargo, ND 58102

RE: An Ordinance Amending and Repealing Sections of Article 13-11 of Chapter 13 of the Fargo Municipal Code Regulating Child Care Centers

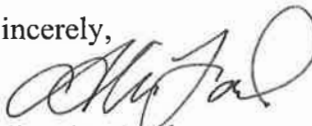
Dear Commissioners,

Enclosed for your approval is an ordinance amending and repealing certain sections of the city's child care ordinance. At its November 19, 2018 meeting, the Board of City Commissioners directed the City Attorney's Office to work with the city's Health Department to review and revise the city's child care ordinance. The State Health Department advised the city's Health Department that counties – as opposed to cities – should be inspecting, licensing, and regulating child care centers, and therefore, most of the city's child care ordinance is now obsolete and requires revision. The city's Health Department will continue to inspect these centers to ensure compliance with the food code, physical activity requirements, electronic media viewing, and beverages [all of which sections have remained unchanged in the enclosed ordinance.] As such, I am remitting to you for your approval, an ordinance that conforms with this direction from the State Health Department.

Suggested Motion: I move to receive and file an Ordinance Amending Section 13-1101 and Repealing Sections 13-1102, 13-1103, 13-1104, 13-1105, 13-1106, 13-1107, 13-1108 and 13-1109 of Article 13-11 of Chapter 13 of the Fargo Municipal Code Relating to Child Care Centers, and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,



Alissa R. Farol
Assistant City Attorney

cc: Grant Larson, Director of Environmental Health Division

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13-1101 AND
REPEALING SECTIONS 13-1102, 13-1103, 13-1104, 13-1105, 13-1106,
13-1107, 13-1108, AND 13-1109 OF ARTICLE 13-11 OF CHAPTER 13
OF THE FARGO MUNICIPAL CODE RELATING TO CHILD CARE
CENTERS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 13-1101 of Article 13-11 of Chapter 13 of the Fargo Municipal Code is
hereby amended to read as follows:

13-1101. Definitions.---

1. "Child Care Facility": Any facility required by the North Dakota Department of Human
Services (NDDHS) to have a health inspection where children receive care and
supervision for 24 hours or less per day; unaccompanied by the child's parent, guardian
or custodian.
2. "Electronic Media": Media that use electronics or electromechanical energy for the end
user (audience) to access the content.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3. ~~"Family Child Care": A private residence licensed by NDDHS to provide early childhood services for no more than seven children at any one time, except that the term includes a residence licensed to provide early childhood services to two additional school-age children.~~

4. ~~"School-age children": Children who are at least five years but less than twelve years of age.~~

Section 2. Repeal.

Sections 13-1102, 13-1103, 13-1104, 13-1105, 13-1106, 13-1107, 13-1108 and 13-1109 of Article 13-11 of Chapter 13 of the Fargo Municipal Code are hereby repealed in their entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(Seal)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:
Publication:



Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Steve Weidner FM Junior Tour		Date(s) of Activity July 1, 2020 to 2021		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Shelley Weidner		Title Chairman		Business Phone Number 701 237-6746	
Business Address 509 26th Avenue South		City Fargo		State ND	Zip Code 58103
Mailing Address (if different) 1119 26th Avenue South		City Fargo		State ND	Zip Code 58103
Name of Site Where Game(s) will be Conducted Fargo Country Club		Site Address 509 26th Avenue South			
City Fargo		State ND	Zip Code 58103	County CASS	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffleboards	merchandise Gift Certificates	
(no one prize greater than		
\$ 4,000)		\$20,000
	cash prize	\$ 4,000
(no one prize greater		
than \$2,000)		
TOTAL OF	16 Events	for Period
July 1, 2020 - June 30, 2021		
Number of Events Determined		
by WEATHER.		
		(Limit \$40,000 per year)
	Total:	\$24,000

Intended uses of gaming proceeds: Promote Junior Golf

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____. *This amount is part of the total prize limit of \$40,000 per year.*

Signature of Organization or Group's Top Official <i>Shelley Weidner</i>	Date <i>6/15/2020</i>	Title <i>Chairman</i>	Business Phone Number <i>701.237-6746</i>
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to El Zagal 57 Directors Staff		Date(s) of Activity 6/16/2020 to 9/26/2020		For a raffle, provide drawing date(s): 10-24-20	
Person Responsible for the Gaming Operation and Disbursement of Net Income Casey Schoer		Title Secretary		Business Phone Number (701) 235-7521	
Business Address 1429 3rd St N		City Fargo		State ND	Zip Code 58102
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted EL ZAGAL SHRINE		Site Address 1429 3rd St N			
City Fargo		State ND	Zip Code	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	CASH	\$3,000.00
RAFFLE	CASH	\$1,500.00
RAFFLE	CASH	\$1,000.00
RAFFLE	CASH	\$500.00
RAFFLE	CASH	\$500.00
RAFFLE	CASH	\$500.00
RAFFLE	CASH	\$500.00

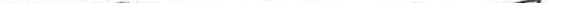
Game Type	Description of Prize	Retail Value of Prize
	1000 Tickets @ 20 ⁰⁰ Ea	
	All sold \$20,000	
	give away \$7500 ⁰⁰	
	= 37.5% of total	
Total:	(Limit \$40,000 per year)	\$ 7,500.00

Intended uses of gaming proceeds: TEMPLE FUNCTIONS and Events and upgrades

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 750.00. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 6/3/2020	Title Secretary, 57 D.s.	Business Phone Number (701) 361-6051
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Name of Nonprofit Organization or group of people permit is issued to <i>Fargo North High School</i>		Date(s) of Activity <i>8-14-20 to 5-25-21</i>		For a raffle, provide drawing date(s): <i>See attached</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Travis Christensen</i>		Title <i>Fall Activities Coordinator</i>		Business Phone Number <i>701-446-2407</i>	
Business Address <i>801 17th Ave N</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Fargo North High School</i>		Site Address <i>801 17th Ave N.</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize

Game Type	Description of Prize	Retail Value of Prize

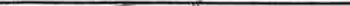
53 occurrences @ \$150 per occurrence

Total: **\$ 7950**

(Limit \$40,000 per year)

Athletic Program Funding

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____. *This amount is part of the total prize limit of \$40,000 per year.*

Signature of Organization or Group's Top Official 	Date 6-23-2020	Title Activities Coordinator	Business Phone Number 701-446-2407
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Non-Conference: Soccer: Boys Varsity - Fall 2020

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Edit	Date	Day	Type	Level	Time	Conf	Home/Host	Opponent	Location
Edit 1	08-03-20	Mon	Season Begins	Varsity	TBD	NC	Fargo North		
Edit 2	08-07-20	Fri	Scrimmage	Varsity	TBD	NC	Fargo North	TBA	Pepsi Soccer Complex
Edit 3	08-14-20	Fri	Game	Varsity	6:00pm 8:00pm	NC	Fargo North	Mandan	Fargo North High School Stadium Field
Edit 4	08-15-20	Sat	Game	Varsity	1:00pm 3:00pm	NC	Fargo North	Bismarck Legacy	Fargo North High School Stadium Field
Edit 5	08-18-20	Tue	Game	Varsity	7:00pm 9:00pm	C	Fargo North	Shanley	Fargo North High School Stadium Field
Edit 6	08-20-20	Thu	Game	Varsity	7:00pm 9:00pm	C	Fargo South	Fargo North	Fargo South High School
Edit 7	08-25-20	Tue	Game	Varsity	7:00pm 9:00pm	C	Grand Forks Central	Fargo North	Cushman Field
Edit 8	08-27-20	Thu	Game	Varsity	7:00pm 9:00pm	C	Fargo North	West Fargo High School	Fargo North High School Stadium Field
Edit 9	09-01-20	Tue	Game	Varsity	7:00pm 9:00pm	C	Fargo North	Fargo Davies	Fargo North High School Stadium Field
Edit 10	09-03-20	Thu	Game	Varsity	7:00pm 9:00pm	C	Red River	Fargo North	Cushman Field
Edit 11	09-08-20	Tue	Game	Varsity	7:00pm 9:00pm	C	Fargo North	Sheyenne High School	Fargo North High School Stadium Field
Edit 12	09-10-20	Thu	Game	Varsity	7:00pm	C	Shanley	Fargo North	Shanley High School
Edit 13	09-12-20	Sat	Game	Varsity	1:00pm 3:00pm	C	Fargo North	Fargo South	Fargo North High School Stadium Field
Edit 14	09-15-20	Tue	Game	Varsity	7:00pm 9:00pm	C	Fargo North	Grand Forks Central	Fargo North High School Stadium Field
Edit 15	09-17-20	Thu	Game	Varsity	7:00pm 9:00pm	C	West Fargo High School	Fargo North	West Fargo High School
Edit 16	09-22-20	Tue	Game	Varsity	7:00pm 9:00pm	C	Fargo Davies	Fargo North	Fargo Davies High School
Edit 17	09-24-20	Thu	Game	Varsity	7:00pm 9:00pm	C	Fargo North	Red River	Fargo North High School Stadium Field
Edit 18	09-26-20	Sat	Game	Varsity	2:00pm	NC	Crookston	Fargo North	Crookston High School
Edit 19	09-29-20	Tue	Game	Varsity	7:00pm 9:00pm	C	Sheyenne High School	Fargo North	Sheyenne High School
Edit 20	10-08-20	Thu	State Tournament	Varsity	TBD	NC	Fargo North		
Edit 21	10-09-20	Fri	State Tournament	Varsity	TBD	NC	Fargo North		
Edit 22	10-10-20	Sat	State Tournament	Varsity	TBD	NC	Fargo North		

Date: / / 20

Event type:

Opponent: Fargo North

Location: / Time:

Home/Host: Fargo North

☐ Conference (shares to opponent's calendar)

☒ Non-Conference

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Add Attachment: No file cho

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Non-Conference: Football: Varsity - Fall 2020


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Delete Selected

Edit	Date	Day	Type	Level	Time	Conf	Home/Host	Opponent	Location
Edit 1	08-10-20	Mon	Season Begins	Varsity	TBD	NC	Fargo North		
Edit 2	08-21-20	Fri	Scrimmage	Varsity	TBD	NC	Fargo North		
Edit 3	08-28-20	Fri	Game	Varsity	7:00pm 9:30pm	NC	Fargo North	Jamestown	Fargo North High School Stadium Field
Edit 4	09-04-20	Fri	Game	Varsity	7:00pm	NC	Dickinson	Fargo North	Dickinson High School
Edit 5	09-11-20	Fri	Game	Varsity	7:00pm 9:30pm	C	Fargo North	West Fargo High School	Fargo North High School Stadium Field
Edit 6	09-18-20	Fri	Game	Varsity	7:00pm 9:30pm	C	Sheyenne High School	Fargo North	Sheyenne High School
Edit 7	09-25-20	Fri	Game	Varsity	6:00pm 8:30pm	C	Fargo North	Shanley	Fargo North High School Stadium Field
Edit 8	10-02-20	Fri	Game	Varsity	7:00pm	C	Fargo Davies	Fargo North	Fargo Davies High School
Edit 9	10-09-20	Fri	Game	Varsity	7:00pm 9:30pm	C	Fargo North	Fargo South	Fargo North High School Stadium Field
Edit 10	10-15-20	Thu	Game	Varsity	7:00pm 10:00pm	C	Grand Forks Central	Fargo North	Cushman Field
Edit 11	10-20-20	Tue	Game	Varsity	7:00pm	C	Red River	Fargo North	Cushman Field
Edit 12	10-30-20	Fri	State Tournament	Varsity	TBD	NC	Fargo North	TBA	
Edit 13	11-06-20	Fri	State Tournament	Varsity	TBD	NC	Fargo North	TBA	
Edit 14	11-13-20	Fri	State Tournament	Varsity	TBD	NC	Fargo North	TBA	




Date: / / 20  Event type:  Opponent:  Fargo North  Location:  / Time: 

Home/Host: Fargo North  [Add Another](#)

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☐ Conference (shares to opponent's calendar)
☒ Non-Conference

Location Detail:
[Add Another Location Detail](#)

 : PM  to 

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[Add Bus Time](#)
[Set-Up and Tear Down](#)

Add Attachment: [Choose File](#) No file cho

Publish Now for Public Viewing

☒ Yes ☐ No

Save & Add Another

Save & Exit

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Non-Conference: Volleyball: Varsity - Fall 2020

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Delete Selected

Edit	Date	Day	Type	Level	Time	Conf	Home/Host	Opponent	Location
Edit 1	08-17-20	Mon	Season Begins	Varsity	TBD	NC	Fargo North		
Edit 2	08-22-20	Sat	Scrimmage	Varsity	TBD	C	TBA	Fargo North	
Edit 3	08-22-20	Sat	Scrimmage	Varsity	8:30am 10:30am	NC	Fargo North	TBA	Fargo North High School Gym-Main Gym-Fitness
Edit 4	08-28-20	Fri	Invitational	Varsity	3:00pm	NC	Bismarck	Fargo North TBA	Bismarck Century High School
Edit 5	08-29-20	Sat	Invitational	Varsity	9:00am	NC	Bismarck	Fargo North TBA	Bismarck Century High School
Edit 6	09-01-20	Tue	Match	Varsity	7:00pm	C	Fargo Davies	Fargo North	Fargo Davies High School
Edit 7	09-08-20	Tue	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Devils Lake	Fargo North High School Gym-Main
Edit 8	09-10-20	Thu	Match	Varsity	7:00pm	C	Fargo South	Fargo North	Fargo South High School
Edit 9	09-15-20	Tue	Match	Varsity	7:00pm	C	Red River	Fargo North	Red River High School
Edit 10	09-17-20	Thu	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Shanley	Fargo North High School Gym-Main
Edit 11	09-22-20	Tue	Match	Varsity	7:00pm 9:00pm	C	Fargo North	West Fargo High School	Fargo North High School Gym-Main
Edit 12	09-24-20	Thu	Match	Varsity	7:00pm	C	Valley City Jr. Sr.	Fargo North	Valley City High School
Edit 13	09-29-20	Tue	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Grand Forks Central	Fargo North High School Gym-Main
Edit 14	10-01-20	Thu	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Fargo Davies	Fargo North High School Gym-Main
Edit 15	10-03-20	Sat	Match	Varsity	2:00pm	NC	Moorhead	Fargo North	Moorhead High School
Edit 16	10-06-20	Tue	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Sheyenne High School	Fargo North High School Gym-Main
Edit 17	10-09-20	Fri	Invitational	Varsity	5:00pm	NC	Fargo North	TBA	Fargo North High School Gym-Main Gym-Fitness
Edit 18	10-10-20	Sat	Invitational	Varsity	9:00am	NC	Fargo North	TBA	Fargo North High School Gym-Main Gym-Fitness
Edit 19	10-13-20	Tue	Game	Varsity	7:00pm	C	Devils Lake	Fargo North	Devils Lake High School
Edit 20	10-16-20	Fri	Match	Varsity	7:00pm	C	Shanley	Fargo North	Shanley High School
Edit 21	10-20-20	Tue	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Fargo South	Fargo North High School Gym-Main
Edit 22	10-26-20	Mon	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Oak Grove Lutheran	Fargo North High School Gym-Main
Edit 23	10-27-20	Tue	Match	Varsity	7:00pm	C	Wahpeton	Fargo North	Wahpeton High School
Edit 24	10-29-20	Thu	Match	Varsity	7:00pm	C	West Fargo High School	Fargo North	West Fargo High School
Edit 25	11-03-20	Tue	Match	Varsity	7:00pm 9:00pm	C	Fargo North	Valley City Jr. Sr.	Fargo North High School Gym-Main
Edit 26	11-10-20	Tue	East Region Tournament	Varsity	TBD	C	TBA	Devils Lake Fargo Davies Fargo North Fargo South Grand Forks Central Red River Shanley Sheyenne High School Valley City Jr. Sr. Wahpeton West Fargo High School	
Edit 27	11-13-20	Fri	East Region	Varsity	TBD	C	Red River	Devils Lake	Red River High School

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Non-Conference: Basketball: Boys Varsity - Winter 2020-21

<< [Change: Activity/Gender/Level/Season](#)

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Delete Selected

Edit	Date	Day	Type	Level	Time	Conf	Home/Host	Opponent	Location
Edit 1	11-23-20	Mon	Season Begins	Varsity	TBD	NC	Fargo North		
Edit 2	12-05-20	Sat	Game	Varsity	4:00pm 6:00pm	NC	Fargo North	Bismarck Legacy	Fargo North High School Gym-Main
Edit 3	12-08-20	Tue	Game	Varsity	7:15pm 9:15pm	C	Fargo North	Red River	Fargo North High School Gym-Main
Edit 4	12-15-20	Tue	Game	Varsity	7:30pm 9:30pm	C	Fargo North	Shanley	Fargo North High School Gym-Main
Edit 5	12-18-20	Fri	Game	Varsity	TBD	C	West Fargo High School	Fargo North	
Edit 6	12-22-20	Tue	Game	Varsity	7:15pm 9:15pm	C	Fargo North	West Fargo High School	Fargo North High School Gym-Main
Edit 7	12-29-20	Tue	Game	Varsity	6:30pm 8:30pm	C	Fargo North	Devils Lake	Fargo North High School Gym-Main
Edit 8	01-05-21	Tue	Game	Varsity	7:30pm 9:30pm	C	Fargo North	Sheyenne High School	Fargo North High School Gym-Main
Edit 9	01-09-21	Sat	Game	Varsity	TBD	C	Shanley	Fargo North	
Edit 10	01-12-21	Tue	Game	Varsity	5:45pm 7:30pm	C	Fargo North	Fargo Davies	Fargo North High School Gym-Main
Edit 11	01-15-21	Fri	Game	Varsity	7:15pm 9:15pm	C	Fargo North	Grand Forks Central	Fargo North High School Gym-Main
Edit 12	01-19-21	Tue	Game	Varsity	7:30pm 9:00pm	C	Fargo South	Fargo North	Fargo South High School
Edit 13	01-22-21	Fri	Game	Varsity	TBD	C	Red River	Fargo North	Red River High School
Edit 14	01-26-21	Tue	Game	Varsity	7:30pm 9:30pm	C	Fargo North	Valley City Jr. Sr.	Fargo North High School Gym-Main
Edit 15	02-02-21	Tue	Game	Varsity	5:45pm 7:45pm	C	Fargo North	West Fargo High School	Fargo North High School Gym-Main
Edit 16	02-05-21	Fri	Game	Varsity	7:00pm	C	Wahpeton	Fargo North	Wahpeton High School
Edit 17	02-09-21	Tue	Game	Varsity	7:15pm	C	Devils Lake	Fargo North	Devils Lake High School
Edit 18	02-23-21	Tue	Game	Varsity	TBD	C	Grand Forks Central	Fargo North	Grand Forks Central High School
Edit 19	02-25-21	Thu	Game	Varsity	5:45pm 7:45pm	C	Fargo North	Fargo South	Fargo North High School Gym-Main
Edit 20	02-27-21	Sat	East Region Tournament	Varsity	TBD	C	Fargo North		
Edit 21	03-02-21	Tue	East Region Tournament	Varsity	TBD	C	TBA	Devils Lake Fargo Davies Fargo North Fargo South Grand Forks Central Red River Shanley Sheyenne High School Valley City Jr. Sr. Wahpeton West Fargo High School	
Edit 22	03-04-21	Thu	East Region Tournament	Varsity	TBD	C	TBA	Devils Lake Fargo Davies Fargo North Fargo South Grand Forks Central Red River Shanley Sheyenne High School Valley City Jr. Sr. Wahpeton West Fargo High School	Sanford Health Athletic Complex - Scheels Center
Edit 23	03-06-21	Sat	East Region	Varsity	TBD	C	TBA	Devils Lake	Sanford Health Athletic

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Non-Conference: Basketball: Girls Varsity - Winter 2020-21

<< [Change: Activity/Gender/Level/Season](#)

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Delete Selected

Edit	Date	Day	Type	Level	Time	Conf	Home/Host	Opponent	Location
Edit 1	11-23-20	Mon	Season Begins	Varsity	TBD	NC	Fargo North		
Edit 2	12-05-20	Sat	Game	Varsity	2:15pm 3:30pm	NC	Fargo North	Bismarck Legacy	Fargo North High School Gym-Main
Edit 3	12-10-20	Thu	Game	Varsity	TBD	C	Red River	Fargo North	Red River High School
Edit 4	12-11-20	Fri	Game	Varsity	7:15pm 9:00pm	C	Fargo North	Valley City Jr. Sr.	Fargo North High School Gym-Main
Edit 5	12-15-20	Tue	Game	Varsity	5:45pm 7:00pm	C	Fargo North	Shanley	Fargo North High School Gym-Main
Edit 6	12-18-20	Fri	Game	Varsity	TBD	C	West Fargo High School	Fargo North	
Edit 7	12-22-20	Tue	Game	Varsity	7:00pm	C	Wahpeton	Fargo North	Wahpeton High School
Edit 8	12-29-20	Tue	Game	Varsity	6:15pm	C	Devils Lake	Fargo North	Devils Lake High School
Edit 9	01-05-21	Tue	Game	Varsity	5:45pm 7:00pm	C	Fargo North	Sheyenne High School	Fargo North High School Gym-Main
Edit 10	01-09-21	Sat	Game	Varsity	TBD	C	Shanley	Fargo North	
Edit 11	01-12-21	Tue	Game	Varsity	7:30pm 9:00pm	C	Fargo North	Fargo Davies	Fargo North High School Gym-Main
Edit 12	01-15-21	Fri	Game	Varsity	TBD	C	Grand Forks Central	Fargo North	Grand Forks Central High School
Edit 13	01-19-21	Tue	Game	Varsity	5:45pm 7:00pm	C	Fargo South	Fargo North	Fargo South High School
Edit 14	01-22-21	Fri	Game	Varsity	7:15pm 9:00pm	C	Fargo North	Red River	Fargo North High School Gym-Main
Edit 15	01-26-21	Tue	Game	Varsity	TBD	C	Valley City Jr. Sr.	Fargo North	
Edit 16	02-01-21	Mon	Game	Varsity	7:30pm 9:00pm	C	Fargo North	West Fargo High School	Fargo North High School Gym-Main
Edit 17	02-05-21	Fri	Game	Varsity	7:15pm 8:45pm	C	Fargo North	Wahpeton	Fargo North High School Gym-Main
Edit 18	02-09-21	Tue	Game	Varsity	7:15pm 9:00pm	C	Fargo North	Devils Lake	Fargo North High School Gym-Main
Edit 19	02-11-21	Thu	Game	Varsity	TBD	C	Sheyenne High School	Fargo North	
Edit 20	02-19-21	Fri	Game	Varsity	TBD	C	Fargo Davies	Fargo North	
Edit 21	02-23-21	Tue	Game	Varsity	7:15pm 9:00pm	C	Fargo North	Grand Forks Central	Fargo North High School Gym-Main
Edit 22	02-25-21	Thu	Game	Varsity	7:30pm 9:00pm	C	Fargo North	Fargo South	Fargo North High School Gym-Main
Edit 23	02-27-21	Sat	East Region Tournament	Varsity	TBD	C	Fargo North		
Edit 24	03-02-21	Tue	East Region Tournament	Varsity	TBD	NC	Fargo North	TBA	
Edit 25	03-04-21	Thu	East Region Tournament	Varsity	TBD	NC	Fargo North	TBA	
Edit 26	03-06-21	Sat	East Region Tournament	Varsity	TBD	NC	Fargo North	TBA	
Edit 27	03-11-21	Thu	State Tournament	Varsity	TBD	NC	Fargo North	TBA	
Edit 28	03-12-21	Fri	State Tournament	Varsity	TBD	NC	Fargo North	TBA	
Edit 29	03-13-21	Sat	State Tournament	Varsity	TBD	NC	Fargo North	TBA	

Date

Event type

Opponent

Location / Time

/ / 20

Fargo North
[Add Another](#)

G. Soccer

4/16/21

4/27/21

5/1/21

5/4/21

5/11/21

5/14/21

5/21/21

5/25/21



Fargo North 2020-21 Hockey : Varsity Schedule
(as of 06-23-2020)

Activity	Time	Versus	Location	Location Detail	Comments
MONDAY, NOV 09, 2020					
Hockey: Boys Varsity Season Begins	TBD		Fargo North		
Hockey: Girls Varsity Season Begins	TBD		Fargo North		
TUESDAY, NOV 24, 2020					
Hockey: Girls Varsity Game	7:30pm	Mandan	Fargo Coliseum		
FRIDAY, NOV 27, 2020					
Hockey: Boys Varsity Game	7:30pm	Bismarck Century	Fargo Coliseum		
SATURDAY, NOV 28, 2020					
Hockey: Boys Varsity Game	3:15pm	Bismarck	Fargo Coliseum		
TUESDAY, DEC 01, 2020					
Hockey: Boys Varsity Game	7:30pm	Fargo Davies	Fargo Coliseum		
TUESDAY, DEC 08, 2020					
Hockey: Girls Varsity Game	7:30pm	Fargo Davies	Fargo Coliseum		
TUESDAY, DEC 15, 2020					
Hockey: Girls Varsity Game	5:15pm	West Fargo High School	Fargo Coliseum		
Hockey: Boys Varsity Game	7:30pm	Grafton-Park River Spoilers	Fargo Coliseum		
FRIDAY, DEC 18, 2020					
Hockey: Boys Varsity Game	7:30pm	Grand Forks Central	Fargo Coliseum		
TUESDAY, DEC 22, 2020					
Hockey: Girls Varsity Game	7:00pm	Detroit Lakes	Fargo North		
TUESDAY, DEC 29, 2020					
Hockey: Girls Varsity Game	TBD	TBA	Fargo North		VS NEW ULM

Activity	Time	Versus	Location	Location Detail	Comments
FRIDAY, JAN 08, 2021					
Hockey: Boys Varsity Game	7:30pm	Fargo South - Shanley	Fargo Coliseum		
SATURDAY, JAN 09, 2021					
Hockey: Boys Varsity Game	1:00pm	Devils Lake	Fargo Coliseum		
SATURDAY, JAN 16, 2021					
Hockey: Girls Varsity Game	7:30pm	Jamestown	Fargo Coliseum		
TUESDAY, JAN 19, 2021					
Hockey: Boys Varsity Game	7:30pm	West Fargo High School	Fargo Coliseum		
THURSDAY, JAN 21, 2021					
Hockey: Boys Varsity Game	7:30pm	Red River	Fargo Coliseum		
TUESDAY, JAN 26, 2021					
Hockey: Girls Varsity Game	7:30pm	Fargo North - South vs. GHO - Grand Forks KnightRiders	Fargo Coliseum		
FRIDAY, FEB 05, 2021					
Hockey: Boys Varsity Game	7:30pm	Sheyenne High School	Fargo Coliseum		
Hockey: Girls Varsity Game	7:30pm	Fargo North - South vs. Devils Lake	Fargo Coliseum		
FRIDAY, FEB 12, 2021					
Hockey: Girls Varsity Game	7:30am	Minot	Fargo Coliseum		
SATURDAY, FEB 13, 2021					
Hockey: Girls Varsity Game	1:00pm	Williston	Fargo Coliseum		
THURSDAY, FEB 25, 2021					
Hockey: Boys Varsity State Tournament	TBD		Ralph Engelstad Arena		
Hockey: Girls Varsity State Tournament	TBD	TBA	Ralph Engelstad Arena		
FRIDAY, FEB 26, 2021					
Hockey: Boys Varsity State Tournament	TBD		Ralph Engelstad Arena		
Hockey: Girls Varsity State Tournament	TBD	TBA	Ralph Engelstad Arena		



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

(2f)

V6117
6/24/20
25.00

Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Villa Nazareth DbA CHI Friendship	Date(s) of Activity 10/23/2020	For a raffle, provide drawing date(s): 10/23/2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Dori Leslie	Title President	Business Phone Number (701) 235-8217	
Business Address 801 Page Drive	City Fargo	State ND	Zip Code 58103-2315
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted CHI Friendship	Site Address 801 Page Drive		
City Fargo	State ND	Zip Code 58103-2315	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Netflix Sub	\$195.00
Raffle	Amazon Prime	\$120.00
Raffle	Visa Gift Card	\$100.00
Raffle	Visa Gift Card	\$100.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	Visa Gift Card	\$50.00

Total: (Limit \$40,000 per year)
\$ 815.00

Intended uses of gaming proceeds: Provide Christmas gifts for people with developmental disabilities

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>[Signature]</i>	Date 6/16/20	Title Controller	Business Phone Number (701) 235-8217
---	------------------------	----------------------------	--

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR

SUBJECT: CANVASS OF VOTES FOR JUNE 9, 2020 PRIMARY ELECTION

DATE: JUNE 23, 2020

Attached is a summary of the vote tabulation received from Michael Montplaisir, County Auditor, regarding the results of the June 2020 Primary Election. It contains an abstract of votes cast. Due to the Covid pandemic this election was conducted entirely by mail in ballots. In the City of Fargo there were 18,805 votes cast. Additionally, this was the first election using Approval Voting where voters could vote for all the candidates they approve of.

The races on the ballot included a four-year term for Municipal Judge, one candidate, two four-year term for Commissioner with seven candidates running. Two four-year terms for Park Board, with three candidates were running.

The City Commission race had seven candidates running for two positions. Each position is a four-year term. The candidates were John Strand, Arlette Preston, Tony Grindberg, Edward Krystosek, Doug Rymph and Ritchell Aboah, Bradford Shaffer withdrew from the race but received votes. The votes garnered by each candidate were as follows:

John Strand	10,393
Arlette Preston	9,893
Tony Grindberg	9,196
Edward Krystosek	3,787
Doug Rymph	3,360
Bradford Shaffer	3,095
Ritchell Aboah	2,976

In the Fargo Park Board race, we had three candidates running for two seats. Each position is a four-year term. The three candidates were Jerry Rustad, Dawn Morgan and Rick Graalum. The votes cast for each candidate were as follows:

Jerry Rustad	10,123
Dawn Morgan	9,353
Rick Graalum	6,922

The County Canvassing Board met on Monday June 15th at 10 a.m. to certify the results of the election. We ask that you approve and accept the election results as certified by the Cass County Canvassing Board. If you have any questions, please contact me.

Recommended Motion:

Approve and accept the results of the Cass County Canvassing Board and declare; Steve Dawson, Municipal Judge and John Strand and Arlette Preston as City Commissioners; and Jerry Rustad and Dawn Morgan as Park District Commissioners.



June 19, 2020

City of Fargo
Steve Sprague, Auditor
PO Box 2083
Fargo, ND 58107-2083

Finance Department

Michael Montplaisir, CPA
701-241-5600

Property Tax Payments
701-241-5611

Marriage Licenses
701-241-5608

RE: Consolidated Primary Election
June 9, 2020
Certification of Results

Dear Mr. Sprague:

Enclosed is a computer printout of the results of the Election on June 9, 2020.
Listed below is a summary of both the candidate(s) and write-in votes.

City of Fargo		
Commissioner FARGO Vote for 2	John Strand	10,393
	Arlette Preston	9,893
	Tony Grindberg	9,196
	Edward Krystosek	3,787
	Doug Rymph	3,360
	Bradford Shaffer	3,095
	Ritchell Aboah	2976
	Scattered Write-Ins	155
Municipal Judge FARGO Vote for 1	Steve Dawson	13,874
	Scattered Write-Ins	92
Park Board Commissioner FARGO PARK Vote for 3	Jerry Rostad	10,123
	Dawn Morgan	9,353
	Rick Graalum	6,922
	WRITE-IN	87
Publication of Minutes	Yes	15,064
	No	2,706

Please let us know if you have any questions about the election. Thank you.

Sincerely,

DeAnn Buckhouse, CERA, Election Coordinator
Cass County Finance Office

Enc.

P.O. Box 2806
211 9th Street South
Fargo, North Dakota 58103

Phone: 701-241-5728

www.casscounty.gov

Summary Results Report
ND, 2020 Cass Co Primary
JUNE 9, 2020

UNOFFICIAL RESULTS

Cass County

Commissioner Fargo
Vote For 9

	TOTAL
Arlette Preston	9,893
Doug Rymph	3,360
John Strand	10,393
Ritchell Aboah	2,976
Edward Krystosek	3,787
Bradford Shaffer	3,095
Tony Grindberg	9,196
Write-In Totals	155
Write-In: Donn Schuschke	1
Write-In: Blaise Gerblich	1
Write-In: Marvin Huckle	1
Write-In: Brent Miller	1
Write-In: Jaeger Steinmetz	1
Write-In: Dan Fahrman	1
Write-In: Sandra Jensen	1
Write-In: Larry Thompson	3
Write-In: Bjorn Altenburg	1
Write-In: Dana Farnham	2
Write-In: Dave Peipkorn	1
Write-In: Tim Mahoney	1
Write-In: Abdiwali Sharif	2
Write-In: John Gieser	1
Write-In: Rick Berglund	2
Write-In: Joe Burgum	1
Write-In: Arlette Preston	1
Write-In: Scott Schluchter	1
Write-In: Andrew Luikens	2
Write-In: Charles Dittman	1
Write-In: Kim Simonsen	1
Write-In: Kory Wierlinger	1
Write-In: Ritchell Aboah	1
Write-In: Richard Majerus	1
Write-In: Joe Smith	1
Write-In: Justin Valentine	1
Write-In: Jon Novacek	1
Write-In: John Cosgriff	1
Write-In: David Koethe	1
Write-In: Tony Gehrig	4
Write-In: Thomas B Webb	1
Write-In: Mike Williams	3
Write-In: Andre Van French	1
Write-In: Lady Tweeden	1
Write-In: James Swanick	1
Write-In: Larry Bolgrean	1
Write-In: Dale Weston	1

Summary Results Report
ND, 2020 Cass Co Primary
JUNE 9, 2020

UNOFFICIAL RESULTS

Cass County

Commissioner Fargo

Vote For 9

	TOTAL
Write-In: Seth Qual	1
Write-In: Jennifer Manstorm	1
Not Assigned	105
Total Votes Cast	42,855
Overvotes	0
Undervotes	126,390
Contest Totals	169,245

Commissioner West Fargo

Vote For 2

	TOTAL
Mark Simmons	2,811
Mandy George	3,305
Roben Anderson	2,383
Write-In Totals	27
Write-In: Park Jimin	1
Write-In: Brent Rust	1
Write-In: Jeon Junkoor	1
Write-In: Ross Nilson	1
Write-In: Evan Hinton	1
Write-In: Doug Lier	1
Write-In: Josiah Phillips	1
Write-In: Russel Pfeifer	1
Write-In: Amanda Hinton	1
Write-In: Tim Hoyer	2
Not Assigned	16
Total Votes Cast	8,526
Overvotes	10
Undervotes	2,540
Contest Totals	11,076

Municipal Judge Davenport

Vote For 1

	TOTAL
Write-In Totals	7
Write-In: Mistte Maddock	1
Write-In: Oscar Hanson	2
Write-In: Jeff Hans	1
Write-In: Stephan Beauclaire	1
Not Assigned	2
Total Votes Cast	7
Overvotes	0
Undervotes	66
Contest Totals	73

Summary Results Report
ND, 2020 Cass Co Primary
JUNE 9, 2020

UNOFFICIAL RESULTS

Cass County

Municipal Judge Fargo

Vote For 2

	TOTAL
Steve Dawson	13,874
Write-In Totals	92
Write-In: Laura Manstorm	1
Write-In: Blaise Gerblick	1
Write-In: David Standal	1
Write-In: Jaeger Steinmetz	1
Write-In: Dana Farnham	1
Write-In: Roy Moore	1
Write-In: Scott Diamond	5
Write-In: Pamela Sund	1
Write-In: Nick Chase	1
Write-In: Spencer Mandeman	1
Write-In: Jay Scott Wieber	1
Write-In: Laurie Leonherst	1
Write-In: John Gieser	1
Write-In: Debbie Kleven	1
Write-In: Pat Hanneman	1
Write-In: Michael Scott	2
Write-In: David Garaas	1
Write-In: Sean Kadson	1
Write-In: Henry Lepard	1
Write-In: Bruce Quick	1
Write-In: John Goff	1
Write-In: David Koethe	1
Write-In: Carole Baskin	1
Write-In: Thomas B Webb	1
Write-In: Eric Johnson	2
Write-In: Michael Stromenger	1
Write-In: Paul F Richard	1
Write-In: Deue Stawson	1
Write-In: Andre Van French	1
Write-In: Michael Rubleic	1
Write-In: Connie Boe	1
Write-In: Elizabeth LaVentura	1
Write-In: Alan Sheppard	1
Write-In: Paul Crary	1
Not Assigned	52
Total Votes Cast	13,966
Overvotes	0
Undervotes	23,644
Contest Totals	37,610

Summary Results Report
ND, 2020 Cass Co Primary
JUNE 9, 2020

UNOFFICIAL RESULTS

Cass County

Prk Brd Member Fargo Prk

Vote For 2

	TOTAL
Dawn Morgan	9,353
Rick Graalum	6,922
Jerry Rostad	10,123
Write-In Totals	87
Write-In: Heidi Foertsch	1
Write-In: John Manstorm	1
Write-In: Bret Maughan	1
Write-In: Jaeger Steinmetz	1
Write-In: Rusty Papachek	4
Write-In: Sandra Jensen	1
Write-In: Jeff Gould	1
Write-In: Dana Farnham	1
Write-In: Ryan Gellner	1
Write-In: Ryan Lynch	1
Write-In: Jeff Heisler	1
Write-In: David Todd	1
Write-In: Pat Hanneman	1
Write-In: John Berge	1
Write-In: Matt Magness	1
Write-In: Nathan Berge	1
Write-In: Bruce Sund	1
Write-In: Kim Schmidt	1
Write-In: Tom Kemmer	2
Write-In: David Koethe	1
Write-In: Thomas B Webb	1
Write-In: Daren Pladson	1
Write-In: Andre Van French	1
Write-In: Terry Pietrich	1
Write-In: Tammy Gasal	1
Not Assigned	58
Total Votes Cast	26,485
Overvotes	26
Undervotes	11,099
Contest Totals	37,610

Summary Results Report
ND, 2020 Cass Co Primary
JUNE 9, 2020

UNOFFICIAL RESULTS

Cass County

Cassellton City Measure No. 1

Vote For 1

	TOTAL
Yes	465
No	34
Total Votes Cast	499
Overvotes	0
Undervotes	16
Contest Totals	515

Davenport City Measure No. 1

Vote For 1

	TOTAL
Yes	46
No	9
Total Votes Cast	55
Overvotes	1
Undervotes	17
Contest Totals	73

Fargo City Measure No. 1

Vote For 1

	TOTAL
Yes	15,064
No	2,706
Total Votes Cast	17,770
Overvotes	13
Undervotes	1,022
Contest Totals	18,805

Frontier City Measure No. 1

Vote For 1

	TOTAL
Yes	35
No	25
Total Votes Cast	60
Overvotes	0
Undervotes	1
Contest Totals	61

Gardner City Measure No. 1

Vote For 1

	TOTAL
Yes	12
No	11
Total Votes Cast	23
Overvotes	0
Undervotes	0
Contest Totals	23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR

SUBJECT: 2020-2021 ALCOHOL BEVERAGE LICENSE RENEWAL

DATE: JUNE 29, 2020

Attached is a list of 203 alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through June 29, 2020. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

All food and alcohol sales ratio reports are on file in the Auditor's Office and may be reviewed upon your request.

The licenses are eligible for renewal after fulfilling the renewal requirements. The renewal requirements include:

- Completion and submission of license renewal form
- Submission of a current roster including hiring date
- All servers and wait staff must have attended server training
- Read the bullet points replacing the mandatory annual meeting mailed with renewal packet
- Submission of a CPA statement or sales tax forms indicating the food percentage has been met (where applicable)

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

Recommended Motion:

Approve the renewal of the attached Liquor and Live Entertainment licenses until June 30, 2021, upon the condition that all of the essential requirements for renewal are present by June 30, 2020.

DBA Name	Building Location	Class
46 North Pints & Provisions	635 2 Ave N	FA
Acapulco Mexican Restaurant, Inc	1150 36 St S	F
AmericInn Fargo	4325 23 Ave S	ABH-Limited
Amvets	1001 1st Avenue South	A-Club
Applebees Neighborhood Bar and Grill	2350 45 St S	FA
Applebee's Neighborhood Grill	2001 16 St N	FA
Applebee's Neighborhood Grill & Bar	2800 13 Ave S	FA
Auger Inn All Ranks Club	Hector Field	J
Avalon Event Center West	2525 9th Ave S	FA
Baymont Inn & Suites	1340 21 Ave S	ABH
BeerFish	230 Roberts Alley North	FA
Bernbaum's	402 Broadway N	GH
Bernie's Wines & Liquors	1557 South University Drive	B
Best Western Plus Kelly Inn & Suites	1767 44th St S	ABH-Limited
Big Erv's at Rose Creek	1500 Rose Creek Parkway	FA-Golf
Bismarck Tavern	522 Broadway	AB
Bison Turf	1211 North University Drive	AB
Black Coffee and Waffle Bar	550 2 Ave N	GH
Blackbird Woodfire	206 Broadway	GH
Blaze Pizza	1443 42 St S	GH
Borrowed Bucks	1201 Westrac Drive	A
Bottle Barn Liquors	2515 Univ Dr S	B-M
Bowler	2630 University Dr S	AB
Brew Bird	30 University Drive N	F
Brewtus Clubhouse	4400 Clubhouse Drive	FA-Golf
Buffalo Wild Wings Grill & Bar	1501 42 St SW	A
Buffalo Wild Wings Grill & Bar	1515 19th Avenue North	FA
Cajun Cafe	1324 25 Ave S	F
Candlewood Suites	1831 NDSU Research Park Dr	ABH-Limited
Casa Mexico Mexican Restaurant	4900 13 Ave S, Suite 1	F
Cash Wise Liquor	1414 34 St S	B
Cash Wise Liquor 2	4985 Timber Parkway S	B-Limited
Chef's Table Private Dining & Events	670 4 Ave N	FA
Chilis Grill & Bar	3902 13th Avenue SW	FA
Chipotle Mexican Grill	1680 45 St S	F
Chipotle Mexican Grill #3415	1204 19 Ave N	F
Chubs Pub	421 North University Drive	AB
Chuck E. Cheese	1202 Nodak Drive	H
Concessions Management	5225 31 Ave S	N
Cowboy Jacks	506 Broadway N	A
Crave	3902 13 Ave S #3643	FA
Crooked Pint Ale House	3340 13th Avenue South	FA
Delta Hotels	1635 42nd Street S	ABH
Dempsey's Public House	226 Broadway	Z
District 64	64 Broadway N	Z
Doolittles Woodfire Grill	2112 25 St S	FA

Drekker Brewing Company	1666 1 Ave N	Y
Drumconrath Brewing Company	630 1 Ave N #6	Y
Drunken Noodle	414 Broadway	GH
Duffys	16 12th Street South	AB
Edgewood Tavern	19 Golf Course Ave N	FA-Golf
Edgewood Tavern	19 Golf Course Ave N	FA-Golf
El Zagal	1429 3rd Street North	A-Club
Elks	3435 North Broadway	A-Club
Empire Liquors West	4861 13 Ave SW	B
Empire Tavern	424 Broadway	AB
Expressway Suites	4303 17 Ave S	ABH-Limited
Famous Dave's BBQ	2581 45th Street SW	F
Fargo Billiards	3234 43 St S	FA-Entertainment
Fargo Brewing Company	610 N University Dr	C-M
Fargo Brewing Company Ale House	4445 17 Ave S, Suite #3	C-M
Fargo Cork	3301 South University Drive	AB
Fargo Country Club	509 26th Avenue South	A-Club
Fargo Courtyard	2249 55 St S	ABH
Fargo HuHot Mongolian Grill	1801 45 St S Unit J	GH
Fargo Residence Inn	4335 23 Ave S	ABH-Limited
Fargo Stopping Center	4510 19 Ave S	I
Fargo Suites	3316 13th Ave S	ABH
FargoDome	1800 North University Drive	N
Fargo-Moorhead Curling Club	4300 23 Ave S	A-Club
Fort Nok's	52 Broadway	Z
Four Points by Sheraton	5064 23 Ave S	FA
Frank's Lounge	2640 52 Ave S Suite A	Z
Front Street Taproom	614 Main Ave	CW-M
Garden Pavilion/One on One Catering	1421 7 Ave N	F
Golf Addiction	4474 23 Ave S	FA-Entertainment
Gorkha Palace	1000 45 St S Suite 300A	GH
Granite City Food & Brewery	1636 42nd Street SW	FA-M
Happy Harry's Bottle Shop	1621 45 St SW	B-M
Happy Harry's Bottle Shop	1125 19 Ave N	B-M
Happy Harry's Bottle Shop	4001 53 Ave S	AB-M
Happy Joes Pizza	2511 South University Drive	H
Hawthorn Suites by Wyndham	4014 17 Ave S	ABH-Limited
Hennessy's Irish Pub	4323 45 St S #101	A
Herd & Horns	1414 12 Ave N Suite F	FA
Hi-Ho South	3051 25th Street SW	I
Hilton Garden Inn	4351 17 Ave S	ABH
Himalayan Yak	1450 25 St S #160	GH
Holiday Inn Express I-94	4711 19 Ave S	ABH-Limited
Holiday Inn Express-West Acres	1040 40 St SW	ABH-Limited
Holiday Inn of Fargo	3803 13th Avenue South	ABH
Homewood Suites by Hilton	2021 16 St N	ABH-Limited
Hornbacher's Wine & Spirits	4265 45 St S Suite 121	B-Limited

Hotel Donaldson	101 Broadway	ABH-RZ
India Palace	5050 13th Ave S Ste #3	GH
International African Restaurant and Nightcl	4554 7 Ave S	A
Izumi Sushi and Hibachi All You Can Eat	5675 26 Ave S, Suite 108-112	F
Izumi Sushi and Hibachi Buffet	5050 13 Ave S Ste 5	F
JL Beers	4240 32 Ave S	AB-M
JL Beers	518 1st Ave N	FA-RZ-M
Johnny Carino's	4410 17 Ave S	FA
Juice It Smoothie	64 Broadway N, Suite 101	F
Kobe's Japanese Cuisine	4228 15 Ave S	F
La Fiesta Mexican and American Grill	1109 38 St S	F
La Quinta Inn & Suites	2355 46 St S	ABH-Limited
Labby's Grill & Bar	1100 19 Ave N	Z
Leela Thai Cuisine LLC	1450 25 St S	GH
LongHorn Steakhouse #5432	4410 13th Ave S	FA
Lucky's 13 Pub	4301 17 Ave S	FA
Lucy's North China Cuisine	4323 45 St S Ste 105	F
Luna	1545 University Dr S	FA
Main Liquors	4000 Main Avenue	B
Mangos Mexican & American Grill	2901 Main Ave	F
Marlin's Family Restaurant	3520 12 Ave N	F
Men's Hair World	1801 45 St S Ste L1	C
Mexican Village	814 Main Avenue	F
Mexican Village	3155 45 St S	FA
Mezzaluna	309 Roberts St N	FA-RZ
Nail Deluxe	4302 13 Ave S, Suite 5	G
Nichole's Fine Pastry	13 S 8th St	GH
Nobull Country Club	609 NP Ave	Z
Northport Liquors	2726 North Broadway	B
O'Kellys	3800 Main Avenue	ABH
Old Broadway Food & Brewing Co	22 Broadway N	AB
Old Chicago	2551 45th Street South	FA
Olive Garden Italian Restaurant #1188	4339 13th Avenue SW	FA
Osaka Sushi and Hibachi	1111 38 St S	F
Pancho's Mexican Grill	4360 13 Ave S, Suite C	H
Paradiso	801 38th Street South	A
Passage to India	855 45 St S Suite A-3	GH
Peppers American Cafe	2510 South University Drive	AB
Pho D'Licious	623 NP Ave N	H
Pickled Parrot	505 3 Ave N	AB
Pixeled Brewing Co	1100 NP Ave, Suite 101	C-M
Pizza Ranch	4480 23 Ave S Suite A	H
Plains Art Museum	704 1st Avenue North	GH
Plaza Azteca Restaurantes Mexicanos	5505 28 Ave S	FA
Porter Creek Hardwood Grill	1555 44 St S	ABH
Pounds	612 1 Ave N	FA-RZ
Prairie Rose Meadery LLC	3101 39 St S, Suite E	P

Proof Artisan Distillers	414 4 Ave N	DD
Radisson-Fargo	201 5th Street North	ABH
Ramada Hotel & Conference	3333 13th Avenue South	ABH
Red Lobster #309	4215 13th Avenue South	A
Rhombus Guys	606 Main Ave	FA-RZ-M
Ricks Bar	2721 Main Avenue	AB
Rooter's Bar	107 Broadway	AB
Rosey's Bistro	212 Broadway, Suite 103	FA-RZ
Rough Cut Social	1100 NP Ave S Suite102	CW
Round Up Royal Liquors and Bar	4501 Urban Plains Dr S	AB
Royal Liquors	3051 25 St S Unit C	B
Royal Liquors & Woody's Bar (32nd Ave)	1550 32nd Avenue So	AB
Royal Liquors Main	1606 Main Avenue	B
Royal Liquors Village West	4101 13 Av S	B
Ruby Tuesday	2535 23 Ave S	FA
Sammys Pizza	301 Broadway	GH
Samurai Japanese Cuisine	1775 45 St S Suite B	GH
Sanctuary Event Center	670 4 Ave N	RZ-V
Select Inn Fargo-Penalty Box	1025 38th Street South	ABH
Shotgun Sally's Rock N Roll Saloon	1515 42 Street South	Z
Sickie's Garage	3431 Fiechtner Dr S	FA
Side Show Café	901 25 St S	H
SideStreet Grille & Pub	404 4 Ave N	A-M
Sky Dine Services	2801 32 Ave N	A
Slammer's Bar	707 28 Ave N	A
SmashBurger	1801 45 St SW	H
Sons of Norway	722 2nd Avenue North	A-Club
SouthTown PourHouse	4281 45 St S, Ste 104	FA
Space Aliens Grill & Bar	1840 45th Street SW	FA
Specks Bar	2611 Main Avenue	AB
Spicy Pie	322 Broadway N Ste A	H
Spicy Pie	2640 52 Ave S	H
Spirit Shop	1404 33 St S	B-M
Sports Bar	619 NP Avenue	AB
Square One	1407 1 Ave N	GH
Stamart Liquor	3220 12 Ave N	B-Limited
Staybridge Suites Hotel	4300 20 Ave S	ABH-Limited
Super Buffet & Mongolian Grill	1000 45 St S Ste 100	GH
Taco Shop	117 Broadway	F
Taco's Trompo	4265 45 St S Suite 113	H
Tailgators/Mom's Kitchen	1322 Main Avenue	AB
Target Wine & Spirits	4202 13 Ave S	B-Limited
Tavern Grill	4504 32 Ave S	FA
Tavern Grill Grotto	3233 45 St S	I
Texas Roadhouse	4971 13 Ave S	FA
The Boiler Room	210 N Broadway Suite 90	FA-RZ
The Bulldog Tap	4265 45 St S Suite 161	Z

The Nail Bar	505 Broadway N	GH
The Northern	325 10th Street North	AB
The Stage at Island Park, FMCT	333 4th St S	A-Club
Toasted Frog	305 Broadway N	FA-RZ
Touchmark	1200 Harwood Drive S	F
Twist	220 Broadway N	FA-RZ
VFW	202 Broadway N	A-Club
Vinyl Taco	520 1 Ave N	FA-RZ
VIP Room & Catering	624 Main Avenue	GH
Wasabi/Poke Bowl	560 2 Ave N	F
West Acres Bowl	3402 Interstate Boulevard SW	AB
Wild Bill's Sports Saloon	1776 45 ST S	FA
Wild Terra Cider and Brewing Company	6 12th St N	CWP
Windbreak Saloon	3150 39th Street SW	AB
Wurst Bier Hall	630 1 Ave N Suite 1	FA-RZ-M

June 23, 2020

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

Dear Commissioners:

Accompanying for the City Commission review and approval are (3) Declaration of Easement documents for City property, as described in the enclosed documents, the dedication of property described therein is for utility, street & utility, and levee purposes associated with Project #FM-16-A.

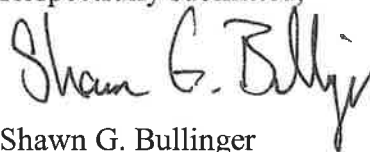
Declaration of Easement (Utility)
Declaration of Easement (Street & Utility)
Declaration of Easement (Levee)

RECOMMENDED MOTION:

Approve the execution of the enclosed Declaration of Easement documents in association with Project #FM-16-A.

Please return signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Roger Kluck
Nancy Morris

Attachments

DECLARATION OF EASEMENT
(Levee)

The city of Fargo, a North Dakota municipal corporation, (the "Declarant"), is the owner of certain real property located in the city of Fargo, County of Cass, State of North Dakota, described as:

That part of Auditor's Lot No. 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.

The Declarant does hereby declare a portion of such property for a permanent levee easement, such property being more fully described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 03 degrees 03 minutes 07 seconds East on an assumed bearing along the east line of said Northeast Quarter for a distance of 65.00 feet to a point on a line which is 65.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter, said point is the point of beginning; thence South 87 degrees 14 minutes 34 seconds West along said parallel line for a distance of 1169.55 feet; thence 233.46 feet westerly on a tangential curve concave to the south, having a radius of 508.00 feet and a central angle of 26 degrees 19 minutes 55 seconds; thence South 60 degrees 54 minutes 39 seconds West for a distance of 63.70 feet to the northeasterly right of way line of Cass County Highway No. 81; thence South 29 degrees 05 minutes 21 seconds East along said northeasterly right of way line for a distance of 78.03 feet; thence North 60 degrees 54 minutes 39 seconds East for a

distance of 96.72 feet to a point on a line which is 173.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter; thence North 87 degrees 14 minutes 34 seconds East along said parallel line for a distance of 1331.24 feet to the east line of said Northeast Quarter; thence North 03 degrees 03 minutes 07 seconds West along said east line for a distance of 108.00 feet to the point of beginning.

Containing 3.47 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Said property is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

IN WITNESS WHEREOF, Declarant has set its hand and caused this instrument to be executed this ____ day of _____, 2020.

(Signatures on Following Page)

City of Fargo, a North Dakota Municipal Corporation

By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST

Steven Sprague

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared **Dr. Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

The legal description was prepared by:
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078
(701) 282-4692

Notary Public
Cass County, North Dakota

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

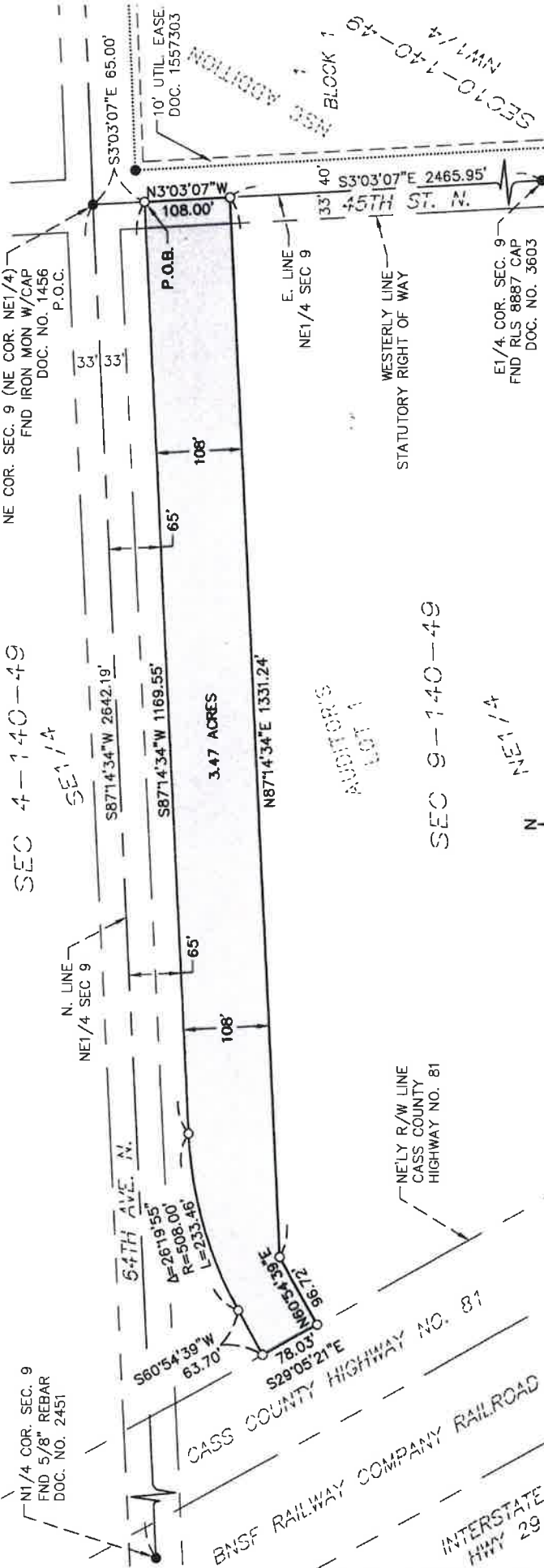
Exhibit A

EASEMENT EXHIBIT

IN AUDITOR'S LOT NO. 1 OF THE NE1/4 OF SECTION 9, TOWNSHIP 140 NORTH,
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

SEC 4-140-49

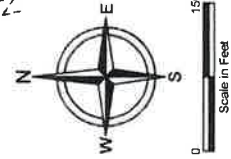
NE 1/4



LEGEND

- IRON MONUMENT FOUND
- SET 5/8" x 18" REBAR WITH YELLOW PLASTIC CAP #6571
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS: THE EAST
LINE OF THE NE1/4 OF
SECTION 9 HAS AN ASSUMED
BEARING OF S03°03'07"E.



NOTE:
MOORE ENGINEERING INC., HAS MADE NO
INVESTIGATION OR INDEPENDENT SEARCH
FOR EASEMENTS OF RECORD,
ENCUMBRANCES, OWNERSHIP TITLE
EVIDENCE, OR ANY OTHER FACTS THAT AN
ACCURATE AND CURRENT TITLE SEARCH
MAY DISCLOSE.

Levee Easement Exhibit

In Auditor's Lot No. 1 of the NE1/4 of Sec. 9-140-49
Cass County, North Dakota

PROJECT No.	19189A-213
DATE	5/21/20
REVISION	
DRAWN BY:	SWH
CHECKED BY:	CDH



EASEMENT EXHIBIT

IN AUDITOR'S LOT NO. 1 OF THE NE1/4 OF SECTION 9, TOWNSHIP 140 NORTH,
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

PERMANENT EASEMENT DESCRIPTION

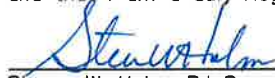
That part of Auditor's Lot No. 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 03 degrees 03 minutes 07 seconds East on an assumed bearing along the east line of said Northeast Quarter for a distance of 65.00 feet to a point on a line which is 65.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter, said point is the point of beginning; thence South 87 degrees 14 minutes 34 seconds West along said parallel line for a distance of 1169.55 feet; thence 233.46 feet westerly on a tangential curve concave to the south, having a radius of 508.00 feet and a central angle of 26 degrees 19 minutes 55 seconds; thence South 60 degrees 54 minutes 39 seconds West for a distance of 63.70 feet to the northeasterly right of way line of Cass County Highway No. 81; thence South 29 degrees 05 minutes 21 seconds East along said northeasterly right of way line for a distance of 78.03 feet; thence North 60 degrees 54 minutes 39 seconds East for a distance of 96.72 feet to a point on a line which is 173.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter; thence North 87 degrees 14 minutes 34 seconds East along said parallel line for a distance of 1331.24 feet to the east line of said Northeast Quarter; thence North 03 degrees 03 minutes 07 seconds West along said east line for a distance of 108.00 feet to the point of beginning.

Containing 3.47 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.

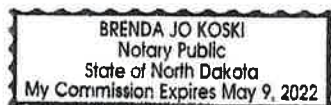

Steven W. Holm, R.L.S.
N.D. License No. LS-6571

Date: 5-21-2020



State of North Dakota)
County of Cass)

On this 21st day of May, 2020, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.




Notary Public, Cass County, North Dakota

PAGE 2 OF 2

Levee Easement Exhibit

In Auditor's Lot No. 1 of the NE1/4 of Sec. 9-140-49
Cass County, North Dakota

PROJECT No. 19189A-213
DATE: 5.21.20
REVISED: -
DRAWN BY: SWH
CHECKED BY: CDH



DECLARATION OF EASEMENT
(Utility)

The city of Fargo, a North Dakota municipal corporation, (the "Declarant"), is the owner of certain real property located in the city of Fargo, County of Cass, State of North Dakota, described as:

That part of Auditor's Lot No. 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being a strip 10.00 feet wide, the southerly sideline of said strip is described as follows:

The Declarant does hereby declare a portion of such property for a permanent utility easement, such property being more fully described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 03 degrees 03 minutes 07 seconds East on an assumed bearing along the east line of said Northeast Quarter for a distance of 65.00 feet to a point on a line which is 65.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter, said point is the point of beginning of said southerly sideline; thence South 87 degrees 14 minutes 34 seconds West along said parallel line for a distance of 1169.55 feet; thence 233.46 feet westerly on a tangential curve concave to the south, having a radius of 508.00 feet and a central angle of 26 degrees 19 minutes 55 seconds; thence South 60 degrees 54 minutes 39 seconds West for a distance of 63.70 feet to the northeasterly right of way line of Cass County Highway No. 81 and said southerly sideline there terminates. The northerly sideline of said 10.00 foot wide strip is to be lengthened or shortened to terminate on the east line of said Northeast Quarter and on the easterly right of way line of said Cass County Highway No. 81.

Containing 0.34 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Said property is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

IN WITNESS WHEREOF, Declarant has set its hand and caused this instrument to be executed this ____ day of _____, 2020.

City of Fargo, a North Dakota Municipal Corporation

By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST

Steven Sprague

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared **Dr. Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078
(701) 282-4692

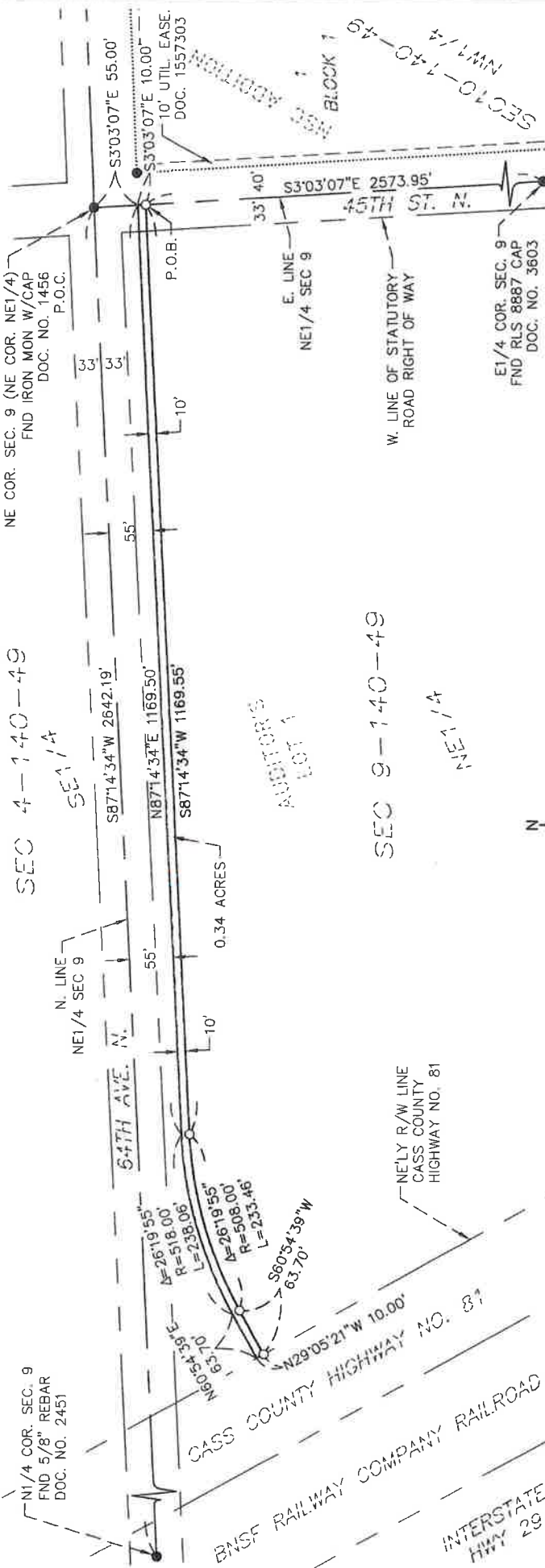
This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

Exhibit A

EASEMENT EXHIBIT

IN AUDITOR'S LOT NO. 1 OF THE NE1/4 OF SECTION 9, TOWNSHIP 140 NORTH,
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

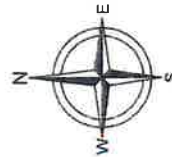
SEC 4-140-49



LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH
YELLOW PLASTIC CAP #6571
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS: THE EAST
LINE OF THE NE1/4 OF
SECTION 9 HAS AN ASSUMED
BEARING OF S03°03'07"E.



NOTE: MOORE ENGINEERING INC., HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, TITLE ENCUMBRANCES, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

Utility Easement Exhibit

In Auditor's Lot No. 1 of the NE1/4 of Sec. 9-140-49
Cass County, North Dakota

PROJECT NO.	1918BA-213
DATE:	5.07.20
REVISED	
DRAWN BY:	SWH
CHECKED BY:	COH



EASEMENT EXHIBIT

IN AUDITOR'S LOT NO. 1 OF THE NE1/4 OF SECTION 9, TOWNSHIP 140 NORTH,
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

PERMANENT EASEMENT DESCRIPTION


That part of Auditor's Lot No. 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being a strip 10.00 feet wide, the southerly sideline of said strip is described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 03 degrees 03 minutes 07 seconds East on an assumed bearing along the east line of said Northeast Quarter for a distance of 65.00 feet to a point on a line which is 65.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter, said point is the point of beginning of said southerly sideline; thence South 87 degrees 14 minutes 34 seconds West along said parallel line for a distance of 1169.55 feet; thence 233.46 feet westerly on a tangential curve concave to the south, having a radius of 508.00 feet and a central angle of 26 degrees 19 minutes 55 seconds; thence South 60 degrees 54 minutes 39 seconds West for a distance of 63.70 feet to the northeasterly right of way line of Cass County Highway No. 81 and said southerly sideline there terminates. The northerly sideline of said 10.00 foot wide strip is to be lengthened or shortened to terminate on the east line of said Northeast Quarter and on the easterly right of way line of said Cass County Highway No. 81.

Containing 0.34 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.


Steven W. Holm, R.L.S.
N.D. License No. LS-6571

Date: 5-7-2020



State of North Dakota)
County of Cass)

On this 7th day of May, 2020, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.

BRENDA JO KOSKI
Notary Public
State of North Dakota
My Commission Expires May 9, 2022


Notary Public, Cass County, North Dakota

PAGE 2 OF 2

Utility Easement Exhibit

In Auditor's Lot No. 1 of the NE1/4 of Sec. 9-140-49
Cass County, North Dakota

PROJECT No. 19189A-213
DATE: 5.07.20
REVISED:
DRAWN BY: SWH
CHECKED BY: CDH



DECLARATION OF EASEMENT
(Street & Utility)

The city of Fargo, a North Dakota municipal corporation, (the "Declarant"), is the owner of certain real property located in the city of Fargo, County of Cass, State of North Dakota, described as:

That part of Auditor's Lot No. 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.

The Declarant does hereby declare a portion of such property for a permanent street and utility easement, such property being more fully described as follows:

Beginning at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 03 degrees 03 minutes 07 seconds East on an assumed bearing along the east line of said Northeast Quarter for a distance of 55.00 feet to a point on a line which is 55.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter; thence South 87 degrees 14 minutes 34 seconds West along said parallel line for a distance of 1169.50 feet; thence 238.06 feet westerly on a tangential curve concave to the south, having a radius of 518.00 feet and a central angle of 26 degrees 19 minutes 55 seconds; thence South 60 degrees 54 minutes 39 seconds West for a distance of 63.70 feet to the northeasterly right of way line of Cass County Highway No. 81; thence North 29 degrees 05 minutes 21 seconds West along said northeasterly right of way line for a distance of 152.87 feet to the north line of said Northeast Quarter; thence North 87 degrees 14 minutes 34 seconds East along said north line for a distance of 1523.89 feet to the point of beginning.

Containing 2.13 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Said property is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

IN WITNESS WHEREOF, Declarant has set its hand and caused this instrument to be executed this ____ day of _____, 2020.

(Signatures on Following Page)

City of Fargo, a North Dakota Municipal Corporation

By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST

Steven Sprague

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared **Dr. Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

The legal description was prepared by:
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078
(701) 282-4692

Notary Public
Cass County, North Dakota

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

EASEMENT EXHIBIT

IN AUDITOR'S LOT NO. 1 OF THE NE1/4 OF SECTION 9, TOWNSHIP 140 NORTH,
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

PERMANENT EASEMENT DESCRIPTION

That part of Auditor's Lot No. 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 03 degrees 03 minutes 07 seconds East on an assumed bearing along the east line of said Northeast Quarter for a distance of 55.00 feet to a point on a line which is 55.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Northeast Quarter; thence South 87 degrees 14 minutes 34 seconds West along said parallel line for a distance of 1169.50 feet; thence 238.06 feet westerly on a tangential curve concave to the south, having a radius of 518.00 feet and a central angle of 26 degrees 19 minutes 55 seconds; thence South 60 degrees 54 minutes 39 seconds West for a distance of 63.70 feet to the northeasterly right of way line of Cass County Highway No. 81; thence North 29 degrees 05 minutes 21 seconds West along said northeasterly right of way line for a distance of 152.87 feet to the north line of said Northeast Quarter; thence North 87 degrees 14 minutes 34 seconds East along said north line for a distance of 1523.89 feet to the point of beginning.

Containing 2.13 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.



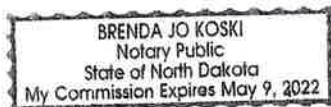
Steven W. Holm, R.L.S.
N.D. License No. LS-6571

Date: 6-22-2020



State of North Dakota)
County of Cass)

On this 22nd day of June, 2020, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.




Notary Public, Cass County, North Dakota

PAGE 2 OF 2

Street & Utility Easement Exhibit

In Auditor's Lot No. 1 of the NE1/4 of Sec. 9-140-49
Cass County, North Dakota

PROJECT No. 19189A-213
DATE 6.22.20
REVISED:
DRAWN BY: SWH
CHECKED BY: CDH



(6)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-19-B1

Type: Change Order #2

Location: Citywide

Date of Hearing: 6/22/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/29/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Jim Mohr</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #2, in the amount of \$54,000.00 for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$54,000.00, bringing the total contract amount to \$478,058.50.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Northstar Safety Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$54,000.00, bringing the total contract amount to \$478,058.50 to Northstar Safety Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds

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)

<u>Yes</u>	<u>No</u>
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	

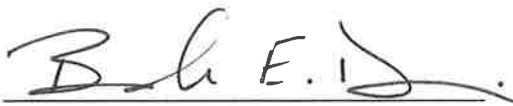
COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<input checked="" type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Date: June 17, 2020
Re: Project No. TM-19-B1 – Change Order #2
Citywide Pavement Marking Project

Included in the 2020 CIP was a pavement marking project to be bid using Sales Tax Funds in the amount of \$500,000. Covid 19 hit and we decided to not move forward with the project due to funding uncertainty. Since then we have noticed a few areas that should be addressed this summer where the markings are completely gone or recommendations near schools where crosswalk markings are missing/worn out. We'd like to change order \$54,000 to the contract we bid out in 2019, but use Sales Tax Funds for the work. That project was awarded at \$338,973 and we change ordered \$85,084 last fall. That project was funded with Traffic Engineering funds. We feel that this change order size makes sense for this year.

Recommended Motion

Approve Change Order #2 in the amount of \$54,000 for Project No. TM-19-B1 using Sales Tax Funds.



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	TM-19-B1	Change Order No	2
Project Name	Pavement Markings & Incidentals		
Date Entered	6/16/2020	For	Northstar Safety Inc

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

EXPLANATION OF CHANGE: added locations 6/20
various locations city wide

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Pavement Markings	18	Pavement Markings	LS	0.00	0.00	0.00	1.00	1.00	54,000.00	54,000.00
Pavement Markings Sub Total (\$)										54,000.00

Summary

Source Of Funding	Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 2 (\$)	54,000.00
Previous Change Orders (\$)	85,084.90
Original Contract Amount (\$)	338,973.60
Total Contract Amount (\$)	478,058.50

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/01/2019	06/01/2020	0.00	0.00	11/01/2019	06/01/2020

Description

APPROVED

APPROVED DATE

For Contractor

Department Head

Mike J. [Signature] 6/17/20
[Signature] 6/24/20



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Mayor

Attest

7

ENGINEER'S REPORT
CONCRETE SPOT REPAIR & INCIDENTALS
PROJECT NO. PR-20-B
AMENDED 6-23-2020

Nature & Scope

The proposed project will include concrete pavement repair and incidentals on streets in various areas in the City.

Purpose

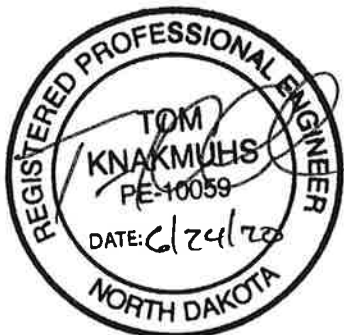
The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.


Feasibility

The estimated construction cost of the project is \$596,165. The project is to be funded by Street Sales Tax Funds. A breakdown of costs is as follows:

Estimated Construction Costs	\$596,165
Plus 10% Engineering Fee:	\$59,617
Plus 3% Legal Fee:	\$17,885
Plus 4% Administration Fee:	\$23,847
Plus 4% Interest Fee:	\$23,847
Plus 10% Contingency:	\$59,617
Total Project Costs (Street Sales Tax Fund 420):	\$780,976

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer



June 24, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. BP-00-57

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, June 24, 2020, for Site Drainage Improvements, Project No. BP-00-57, located at the north parking lot of the Cass County Public Health Building.

The bids were as follows:

Border States Paving, Inc.	\$213,003.90
Northern Improvement Co.	\$225,969.88
Key Contracting, Inc.	\$238,271.50
CC Steel, LLC	\$246,163.10
Central Specialties Inc.	\$312,756.00

Engineer's Estimate	\$268,321.03
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The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$213,003.90 as the lowest and best bid.

Sincerely,

Brock Morrison
Director of Facilities Management

				Engineer's Preliminary Estimate		Border States Paving, Inc.		Northern Improvement Company		Key Contracting, Inc.		CC Steel LLC		Central Specities Inc.	
Line	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Storm Sewer															
1	Connect Pipe to Exst Structure	1.00	EA	\$ 4,000.00	\$ 4,000.00	\$ 525.00	\$ 525.00	\$ 1,320.00	\$ 1,320.00	\$ 550.00	\$ 550.00	\$ 1,500.00	\$ 1,500.00	\$ 1,900.00	\$ 1,900.00
2	Connect Pipe to Exst Pipe	3.00	EA	\$ 3,500.00	\$ 10,500.00	\$ 315.00	\$ 945.00	\$ 715.00	\$ 2,145.00	\$ 650.00	\$ 1,950.00	\$ 750.00	\$ 2,250.00	\$ 950.00	\$ 2,850.00
3	1ft Inlet - Single Box (SB) Reinf Conc	3.00	EA	\$ 2,385.00	\$ 7,155.00	\$ 2,470.00	\$ 7,410.00	\$ 4,180.00	\$ 12,540.00	\$ 3,500.00	\$ 10,500.00	\$ 3,500.00	\$ 10,500.00	\$ 4,000.00	\$ 12,000.00
4	1ft Inlet - Single Box (SB) Reinf Conc	474.00	LF	\$ 65.00	\$ 30,810.00	\$ 44.10	\$ 20,903.40	\$ 42.05	\$ 19,931.70	\$ 55.00	\$ 26,070.00	\$ 55.00	\$ 26,070.00	\$ 90.00	\$ 42,660.00
5	1ft Inlet - Single Box (SB) Reinf Conc	165.00	LF	\$ 54.00	\$ 8,910.00	\$ 49.40	\$ 8,151.00	\$ 71.50	\$ 11,797.50	\$ 75.00	\$ 12,375.00	\$ 75.00	\$ 12,375.00	\$ 60.00	\$ 9,900.00
	Storm Sewer Sub Total				\$ 61,375.00		\$ 37,534.40		\$ 6,328.55		\$ 47,734.20		\$ 51,445.00		\$ 69,310.00
Paving															
6	Remove Pavement All Thicknesses Asph	2,571.00	SY	\$ 7.70	\$ 19,796.70	\$ 9.00	\$ 23,139.00	\$ 10.00	\$ 25,710.00	\$ 7.00	\$ 17,997.00	\$ 8.00	\$ 20,568.00	\$ 13.00	\$ 33,423.00
7	Subgrade Preparation	2,435.00	SY	\$ 2.60	\$ 6,331.00	\$ 2.50	\$ 6,087.50	\$ 2.00	\$ 4,870.00	\$ 7.00	\$ 17,045.00	\$ 2.00	\$ 4,870.00	\$ 6.00	\$ 14,610.00
8	1ft Inlet - Single Box (SB) Reinf Conc	2,435.00	SY	\$ 2.05	\$ 4,991.75	\$ 1.50	\$ 3,652.50	\$ 1.50	\$ 3,652.50	\$ 3.00	\$ 7,305.00	\$ 2.50	\$ 6,087.50	\$ 3.00	\$ 7,305.00
9	1ft Inlet - Single Box (SB) Reinf Conc	2,435.00	SY	\$ 9.75	\$ 23,741.25	\$ 11.00	\$ 26,785.00	\$ 8.80	\$ 21,428.00	\$ 9.00	\$ 21,915.00	\$ 12.00	\$ 29,220.00	\$ 15.00	\$ 36,525.00
10	1ft Inlet - Single Box (SB) Reinf Conc	469.00	LF	\$ 37.55	\$ 18,737.45	\$ 25.20	\$ 12,574.80	\$ 27.00	\$ 13,473.00	\$ 34.00	\$ 16,966.00	\$ 38.00	\$ 18,962.00	\$ 38.00	\$ 18,962.00
11	Rem & Repl Sidewalk 4" Thick Reinf Conc	20.00	SY	\$ 99.00	\$ 1,980.00	\$ 105.00	\$ 2,100.00	\$ 95.00	\$ 1,900.00	\$ 72.00	\$ 1,440.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00
12	Rem & Repl Sidewalk 7" Thick Reinf Conc	30.00	SY	\$ 99.50	\$ 2,985.00	\$ 105.00	\$ 3,150.00	\$ 100.00	\$ 3,000.00	\$ 98.00	\$ 2,940.00	\$ 105.00	\$ 3,150.00	\$ 98.00	\$ 2,940.00
13	1ft Inlet - Single Box (SB) Reinf Conc	885.80	TON	\$ 82.50	\$ 73,076.50	\$ 46.59	\$ 41,189.70	\$ 50.10	\$ 44,378.58	\$ 50.00	\$ 44,290.00	\$ 57.00	\$ 50,490.60	\$ 75.00	\$ 68,435.00
14	1ft Inlet - Single Box (SB) Reinf Conc	53.50	TON	\$ 560.00	\$ 29,980.00	\$ 500.00	\$ 26,750.00	\$ 525.00	\$ 28,087.50	\$ 583.00	\$ 31,190.50	\$ 550.00	\$ 29,425.00	\$ 550.00	\$ 29,425.00
15	1ft Inlet - Single Box (SB) Reinf Conc	4.00	EA	\$ 179.80	\$ 719.20	\$ 350.00	\$ 1,400.00	\$ 220.00	\$ 880.00	\$ 190.00	\$ 760.00	\$ 150.00	\$ 600.00	\$ 200.00	\$ 800.00
16	1ft Inlet - Single Box (SB) Reinf Conc	3.00	EA	\$ 211.60	\$ 634.80	\$ 350.00	\$ 1,050.00	\$ 242.00	\$ 726.00	\$ 190.00	\$ 570.00	\$ 175.00	\$ 525.00	\$ 350.00	\$ 1,050.00
17	1ft Inlet - Single Box (SB) Reinf Conc	500.00	LF	\$ 2.55	\$ 1,275.00	\$ 4.00	\$ 2,000.00	\$ 3.30	\$ 1,650.00	\$ 3.00	\$ 1,500.00	\$ 3.15	\$ 1,575.00	\$ 2.95	\$ 1,475.00
18	1ft Inlet - Single Box (SB) Reinf Conc	1.00	LS	\$ 3,450.00	\$ 3,450.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
19	1ft Inlet - Single Box (SB) Reinf Conc	2.00	EA	\$ 1,650.00	\$ 3,300.00	\$ 1,000.00	\$ 2,000.00	\$ 700.00	\$ 1,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00
20	1ft Inlet - Single Box (SB) Reinf Conc	499.00	LF	\$ 6.50	\$ 3,243.50	\$ 9.00	\$ 4,491.00	\$ 8.40	\$ 4,191.60	\$ 8.00	\$ 3,992.00	\$ 9.00	\$ 4,491.00	\$ 20.00	\$ 9,980.00
21	1ft Inlet - Single Box (SB) Reinf Conc	130.00	SY	\$ 63.50	\$ 8,255.00	\$ 97.80	\$ 7,514.00	\$ 65.00	\$ 8,450.00	\$ 72.00	\$ 9,360.00	\$ 85.00	\$ 11,050.00	\$ 90.00	\$ 11,700.00
22	1ft Inlet - Single Box (SB) Reinf Conc	1.00	LS	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,125.00	\$ 7,125.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 1,585.00	\$ 1,585.00
	Paving Sub Total				\$ 207,869.15		\$ 170,893.50		\$ 173,932.18		\$ 182,470.50		\$ 189,314.10		\$ 239,515.00
Pavement Marking															
23	1ft Inlet - Single Box (SB) Reinf Conc	530.00	LF	\$ 6.80	\$ 3,604.00	\$ 5.00	\$ 2,650.00	\$ 5.15	\$ 2,729.50	\$ 5.20	\$ 2,756.00	\$ 5.00	\$ 2,650.00	\$ 4.70	\$ 2,491.00
24	1ft Inlet - Single Box (SB) Reinf Conc	32.00	SY	\$ 50.85	\$ 1,627.20	\$ 48.00	\$ 1,536.00	\$ 45.50	\$ 1,544.00	\$ 50.00	\$ 1,600.00	\$ 47.00	\$ 1,544.00	\$ 45.00	\$ 1,440.00
	Pavement Marking Sub Total				\$ 5,231.20		\$ 4,186.00		\$ 4,313.50		\$ 4,366.00		\$ 4,154.00		\$ 3,931.00
	Base Bid Total				\$ 274,475.35		\$ 213,003.90		\$ 18,566.30		\$ 229,969.88		\$ 236,271.50		\$ 312,756.00



June 24, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-20-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, June 24, 2020, for Concrete Spot Repair & Incidentals, Project No. PR-20-B1, located Citywide.

The bids were as follows:

Ti-Zack Concrete, Inc.	\$616,910.00
Opp Construction	\$667,472.40
Northern Improvement Co.	\$672,565.00
Key Contracting, Inc.	\$687,263.40
Dakota Underground	\$740,355.00

Original Engineer's Estimate	\$499,895.00
Amended Engineer's Estimate	\$596,165.00

The special assessment escrow is not required.

Approximately two weeks ago, a heat wave caused three isolated areas of concrete pavement to buckle in South Fargo. The areas were located at 32nd Avenue South, 45th Street South, and 13th Avenue South, all high volume traffic corridors. This required the Street Department to complete temporary emergency repairs with asphalt in order to get traffic lanes back open quickly. The Street Department has requested assistance from Engineering to complete a more permanent fix to these areas. In order to repair these areas permanently, timely, and cost effectively, Staff added the three repair areas to the project by addendum. This changed the Engineer's Estimate from \$499,895 to \$596,165. This office recommends award of the contract to Ti-Zack Concrete, Inc. in the amount of \$616,910.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # PR-20-B1****Concrete Spot Repair & Incidentals****Various Locations - City Wide**

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Concrete Spot Repair & Incidentals Project # PR-20-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Remove Pavement All Thicknesses All Types	SY	3,044.00	20.00	60,880.00
2	Remove Curb & Gutter	LF	865.00	8.00	6,920.00
3	Remove Sidewalk All Thicknesses All Types	SY	334.00	20.00	6,680.00
4	F&I Curb & Gutter Standard (Type II)	LF	865.00	42.00	36,330.00
5	F&I Pavement 10" Thick Doweled Conc	SY	3,044.00	125.00	380,500.00
6	Repair Pavement - Partial Depth Conc	SF	50.00	65.00	3,250.00
7	F&I Sidewalk 4" Thick Reinf Conc	SY	179.00	50.00	8,950.00
8	F&I Sidewalk 6" Thick Reinf Conc	SY	119.00	80.00	9,520.00
9	F&I Impressioned 6" Thick Reinf Conc	SY	40.00	150.00	6,000.00
10	F&I Det Warn Panels Cast Iron	SF	152.00	35.00	5,320.00
11	F&I Casting - Inlet	EA	3.00	750.00	2,250.00
12	F&I Casting - Std Manhole	EA	2.00	1,200.00	2,400.00
13	F&I Casting - Floating Manhole	EA	3.00	1,400.00	4,200.00
14	Casting to Grade - w/Conc	EA	12.00	750.00	9,000.00
15	GV Box to Grade - w/Conc	EA	10.00	500.00	5,000.00
16	Mulching Type 1 - Hydro	SY	420.00	3.00	1,260.00
17	Seeding Type C	SY	420.00	3.00	1,260.00
18	Inlet Protection - Existing Inlet	EA	18.00	150.00	2,700.00
19	Construction Signing	SF	50.00	17.00	850.00
20	Traffic Control - Type 1	LS	4.00	2,100.00	8,400.00
21	Traffic Control - Type 2	LS	5.00	3,000.00	15,000.00
22	Flagging	MHR	150.00	40.00	6,000.00
23	Relocate Sign Assembly	EA	3.00	150.00	450.00
24	F&I Sidewalk Curb	LF	15.00	40.00	600.00
Paving Total					583,720.00
Pavement Markings					
25	F&I Grooved Contrast Film 7" Wide	LF	80.00	11.00	880.00
26	F&I Grooved Plastic Film 4" Wide	LF	380.00	6.50	2,470.00
27	F&I Grooved Plastic Film 6" Wide	LF	100.00	9.00	900.00
28	F&I Grooved Plastic Film 8" Wide	LF	160.00	13.00	2,080.00
29	F&I Grooved Plastic Film 16" Wide	LF	150.00	30.00	4,500.00
30	F&I Grooved Plastic Film 24" Wide	LF	234.00	40.00	9,360.00
Pavement Markings Total					20,190.00
Traffic Signals					
31	F&I Detection Preformed Loop	EA	13.00	1,000.00	13,000.00
Traffic Signals Total					13,000.00
Total Construction in \$					616,910.00
Engineering				10.00 %	61,691.00
Legal & Misc				3.00 %	18,507.30
Contingencies				10.00 %	61,691.00
Administration				4.00 %	24,676.40
Interest				4.00 %	24,676.40

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # PR-20-B1

Concrete Spot Repair & Incidentals

Total Estimated Costs	808,152.10
Sales Tax Funds - Infrastructure - 420	808,152.10
Unfunded Costs	0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/24/2020



Tom Knakmuhs

Assistant City Engineer






9

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 25, 2020

RE: CONTRACT FOR SIGNATURE
MAPLETON SCHOOL DISTRICT \$2,707.01

The attached contract with Northern Cass School for \$2,707.01 are for nursing services for the 2020-2021 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lls
Enclosures



PURCHASE OF SERVICE AGREEMENT MAPLETON PUBLIC SCHOOL DISTRICT



Public Health

Fargo Cass Public Health

Whereas the Mapleton Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2020-2021, beginning on July 1, 2020 and ending on June 30, 2021. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 64 percent for the district and 36 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any 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. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential health information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. 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.

XIII. 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.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District, which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's 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 District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. 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.

XX. 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.

XXI. 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.

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

The parties agree that any term or 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.

XXIV. WAIVER

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

XXV. 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 modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, 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.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

The Provider 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 Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider'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, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

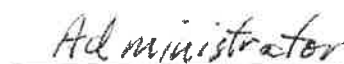
MAPLETON PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO



SIGNATURE
AGENCY REPRESENTATIVE

DATE



TITLE

Desi Fleming
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

6/17/2020
DATE

6/25/20
DATE

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN MAPLETON PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Mapleton Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community.
The nurse will:

- A. Manage health care in the school health program
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

**ATTACHMENT B
2020-2021
SCHOOL HEALTH SERVICES BUDGET**

MAPLETON SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
1.5 RN HOURS /WEEK X 35 WEEKS AT \$43.50 /HOUR	\$2,283.75
5 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT \$43.50/HOUR	\$217.50
4 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$51.44/HOUR	\$205.76
TOTAL	<u>\$2,707.01</u>
DISTRICT PORTION AT 64 % OF \$2,707.01	\$1,732.49
PROVIDER PORTION AT 36% OF \$2,707.01	\$974.52
TOTAL FOR DISTRICT	\$1,732.49

ATTACHMENT C

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 the 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 face, 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 11246, as amended by Executive Order No. 11375, which prohibit 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 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.



(10)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 25, 2020

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF
HEALTH FOR WOMEN'S WAY PROGRAM
CONTRACT # G19.858 CFDA # 93.898 \$132,250**

The attached contract for \$132,250 with the North Dakota Department of Health is for the Women's Way program. Budget adjustments are as follows:

2020 Revenue

Women's Way	101-0000-331-12-02	\$16,000
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2020 Expense

Contract Services	101-6040-451-38-11	\$10,000
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Suggested Motion: Move to approve the North Dakota Department of Health contract for the Women's Way program.

DF/lls
Enclosure



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

Grant Number G19.858	CFDA Name Cancer Prevention and Control for States, Territorial and Tribal Organizations	CFDA Number 93.898
FAIN Number NU58DP006282	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2020
Grant End Date 6/30/2021	Federal Award Date 05/12/2020	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 <i>Women's Way</i>	North Dakota Department of Health (NDDoH) Project Code 4521 HLH 5211 01 (<i>Women's Way</i> Federal)
Grantee Name Fargo Cass Public Health	Project Director Susan Mormann
Address 1240 25th Street South	Address 600 East Boulevard Avenue, Dept. 301
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Kristina Kluth	Contact Name Susan Mormann
Telephone Number 701-298-6918	Telephone Number 701-328-2472
Email Address kkluth@FargoND.gov	Email Address smormann@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$132,250	\$0	\$132,250
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$132,250	\$0	\$132,250
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 administer and manage *Women's Way* in order to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed upon service area. Grantee to follow the *Women's Way* Local Coordinating Unit (LCU) Policy and Procedure Manual as provided. Grantee will attend the bi-monthly teleconferences, the bi-annual face-to-face local coordinator's meetings and/or any mandatory training required by the state office. Screening goal is further defined in Attachment A.

Reporting Requirements
Reporting requirements are defined in Attachment A.

Special Conditions
The Department must pre-approve all materials developed using *Women's Way* funds and/or logo.
Note: Health care reform and state appropriations may affect the amount of funding available in subsequent periods.

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 6/24/20	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Director, Division of Community and Health Systems	
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.

ATTACHMENT A

Fargo Cass Public Health

Scope of Service:

Grantee will use funds solely to administer and manage *Women's Way* in order to conduct the North Dakota Breast and Cervical Cancer Early Detection Program. Screening goals are outlined below:

- The minimum screening goal is 395 program-eligible women, including 10 American Indian women.
- Based on a 25 percent minimum screening goal of 395, it is estimated that 99 clients may require follow-up services for abnormal screening results.
- Clients age 39 or younger who receive screening services and/or follow-up services for abnormal screening results are limited to 10 percent of the Grantee's minimum screening goal or 40 clients.

Reporting Requirements

- Documentation of women screened and reimbursed with federal funds and with state special funds will be recorded separately.
- Accurately completed forms, navigation encounters, and the monthly electronic submission of up-to-date data from the *Women's Way* data system (CaST), will be submitted by the 5th of the following month.
- Grantee agrees to submit completed evaluation reports via Qualtrics as requested.
- Grantee agrees to submit reimbursement requests electronically each month through the Program Reporting System (PRS). Reimbursement will be based on expenditures outlined in Grantee's submitted budget and will be processed upon Department receipt and approval of the request for reimbursement request (RFR), supporting documentation, and CaST data. The final RFR for the period ending June 30, 2021 must be received by the Department on or before July 15, 2021.
- Failure to submit the required reports, attend the bi-monthly conference calls and face-to-face local coordinator's meetings, required trainings and/or make adequate progress toward screening goal will result in the re-evaluation of services and funding.



Fargo Inspections

City of Fargo
225 Fourth Street North
701-241-1561
fax 701-241-1526

Memorandum

DATE: 6/25/2020
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Director 
SUBJECT: Dangerous Building Notice and Order at 717 3 Avenue N., Fargo, ND 58102

This is to notify you that the property owner of 717 3 Avenue N., Fargo, ND 58102 the property that is subject of the attached Notice, has failed to comply with my order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, July 13, 2020 as the time and date for the hearing regarding the dangerous building order for the structure at 717 3 Avenue N., Fargo, ND 58102.**

Fargo Inspections

City of Fargo
200 Third Street North
701-241-1561
701-476-6779 fax



NOTICE OF DANGEROUS BUILDING

TO: Ronald L M Ramsay

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.
2. That the building with which this Notice is concerned is commonly known as 717 3rd Ave N, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Roberts 2nd Addition, Block 10, Auditors Subd of lts 10, 11, and 12 Lot E

(hereinafter referred to as "the building")

3. That an inspection was made of the building on 5/09/2019 by Bill Thompson, Building Inspector.
4. That the building inspector for the City of Fargo has found the building, consisting of a single-story, wood-framed structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.
5. This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.
6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

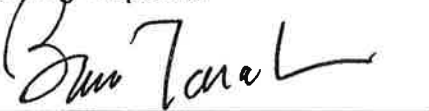
10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2015 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 14th day of May 2019.

11. Order to secure building. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. **An inspector will continue to verify compliance.** Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

Dated this 14 day of May, 2019.



Bill Thompson
Building Inspector




Bruce Taralson
Inspections Administrator

Conditions Found Statement

On 5/09/2019 , Building Inspector Bill Thompson, was present at 717 3 Ave N, Fargo, ND to address a Complaint inspection. The following violations were found:

- Multiple windows and doors are boarded up
- Pillar on porch has fallen over
- Foundation has loose/missing blocks
- Signs of infestation
- Exterior of house is deteriorated, peeling paint



Bill Thompson
Building Inspector
City of Fargo, ND

5/14/19


Date Signed



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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR 

DATE: JUNE 25, 2020

SUBJECT: LETTER OF SUPPORT FOR LEARNING CENTER

The City of Fargo is a member of the North Dakota Opportunity Fund Consortium along with 37 other communities in North Dakota. The fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. The program now requires an endorsement letter from the City to support the project and North Dakota Opportunity Fund (NDOF) involvement in the financing. There is no City financial support as part of this letter of support.

Bright Futures Learning Center is applying to the NDOF for support for a new construction project located at 2511 53rd Avenue South. NDOF money would be used buy down the interest rate in the Bank of North Dakota PACE program. The center serves children ages 6 weeks to 12 years at two existing locations in Fargo. Additional information is attached.

The Tax Exempt Review Committee reviewed the request and made a recommendation to the City Commission to provide a letter of support.

Recommended Motion

Provide a letter in support of the Bright Futures Learning Center project and North Dakota Opportunity Fund involvement in the financing of the PACE local match.

My name is Chelsey Steinlicht, I work with the Bright Futures Learning Center located in South Fargo. We have two locations that provide early childhood educational programs to over 324 children in our community at our two Fargo Locations. We mostly work with working families with children aged 6 weeks to 12 years old. We have been serving children in our community for the past 7 years and have allocated resources to move one of child care locations from a rental strip area to a stand-alone, state-of-the-art building to be completed in Spring 2021 which will serve our community's children at a more safe, effective manner. Our business is a pillar in our community providing care for many members of our community that support our economy. We are writing to the City of Fargo to seek the support for our new construction project located at 2511 53rd Ave South for involvement in the financing of the PACE Program local match. The NDOF requires an endorsement letter from the City of Fargo in support of the project and NDOF involvement in the financing of the PACE local match. We are optimistic in hoping the program is still grant based, which will greatly benefit our industry. This option provides child care businesses to apply more of our monthly income to resources that benefit the children of our community, rather than a larger interest based mortgage. We absolutely appreciate your time and consideration for our project and welcome your questions!

Please let me know if you have any additional information or next steps that we can do to provide you with an additional assistance on our project.

Thank you,

Chelsey Steinlicht
Bright Futures Learning Center
Direct: 701-866-6744
Rocking Horse Farm Location: 701-532-1576
Prairie Groves Location: 701-478-3040



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

(13)

June 29, 2020

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

Dear Commissioners:

The renovation project at the Ground Transportation Center (GTC) requires modifications to the scope of work in the contract between the City of Fargo and KLJ. The changes are a result of unforeseen conditions discovered as construction progressed. Asbestos was discovered below the existing flooring during demolition. In addition, when the concrete overlay was removed from the deck, it revealed that the top of the structural deck had deteriorated as a result of years of water infiltration. The deck and the post-tension tendons require additional repairs to extend the life of the structure and maintain the safety and integrity of the structure.

The attached contract amendment no. 3 is for the additional fees of \$22,921.10 for KLJ to resolve the issues outlined above. The available funding within the grants for the project will cover the amendment amount.

The requested motion is to approve the attached amendment to the contract between the City of Fargo and KLJ, Inc. for the amount of \$22,921.10.

Thank you.

Sincerely,


Julie Bommelman
Transit Director
City of Fargo

\Attachment

For Schedule Information: 701-232-7500

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 3

Background Data

- a. Effective Date of Engineer-Owner Agreement: April 2019
- b. Engineer: Kadrmass, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: GTC Remodel
- e. This Part of the Project: Asbestos Survey & P/T Tendon Repairs

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☐ Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.3 attached.

Agreement Summary

a. Original agreement amount:	\$332,740.08
b. Net change for prior amendments:	\$(30,528.84)
c. This amendment amount:	\$22,921.10
d. Adjusted Agreement amount:	\$325,132.34

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 6, 2020.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Vice President

Title: Mayor

Date Signed: 5/7/2020

Date Signed: _____



**Contract Amendment No. 3
May 6, 2020
Architectural/Engineering Services
GTC Remodel
GTC Design Bid Build
Fargo, ND**

Engineer's Services

The following modifications have been made to the scope of work included in the original contract between city of Fargo and KLJ dated April 2019. The changes are a result of unforeseen conditions discovered as construction progressed. Asbestos was discovered below the existing flooring during demolition. In addition when the concrete overlay was removed from the deck, it revealed that the top of the structural deck had deteriorated as a result of years of water infiltration. The deck and the post-tension tendons (P/T tendons) require additional repairs to extend the life of the structure and maintain the safety and integrity of the structure.

- I. Asbestos Survey
 - A. KLJ visited and inspected all accessible areas of the structure. KLJ performed a visual reconnaissance to identify the presence of suspect Asbestos-Containing Materials (ACM).
 - B. In each area that contains accessible potential ACM, 67 representative samples were collected. The sample locations were recorded for inclusion in one final Asbestos Survey report. Sampling involved destructive testing.
 - C. Homogeneous areas of building materials were established, and the required number of samples were collected per uniform sampling area square footage.
 - D. The bulk samples of suspect materials were analyzed by a laboratory participating in the USEPA Laboratory Quality Control Program for Bulk Asbestos Samples (USEPA Round Robin) and National Institute of Standards (NIST), National Voluntary Laboratory Accreditation Program (NVLAP) in accordance with USEPA/NDDH regulations. The samples were analyzed by polarized light microscopy (PLM) to determine the types of asbestos present as well as the percentage and identification of asbestos and other non-asbestos constituents. The techniques of analysis were in accordance with Federal Register/Vol. 47 No. 130/Thursday, May 27, 1982/Rules and Regulations Appendix A, Interim Method for the Determination of Asbestos in Bulk Insulation Samples or any more current modification of technique that is approved by USEPA for analysis of bulk asbestos samples.
 - E. Following the reconnaissance, sampling and testing, KLJ prepared an asbestos survey report. KLJ provided an electronic copy of the final written report to the city, NDDOT, and prime contractors. The report includes a summary of ACM encountered during the survey and the potential presence of ACM.
- II. P/T Tendon & Deck Repairs
 - A. During demolition of the concrete planter, the contractor broke through the structural deck. A site visit, documentation of the conditions, sounding of the adjacent concrete, and repair recommendations were provided by KLJ and our consultants.
 - B. When the concrete overlay was removed, it was discovered that water infiltration through the joints in the overlay have started to deteriorate the structural concrete below. The deteriorated concrete was removed which has exposed some of the rebar and P/T tendons in the slab. As a result, the

following scope will be needed to ensure the underlying structural issues are corrected before the new concrete overlay is installed:

1. Chain the exposed surface of the deck to identify additional structural concerns not identified during the hydro-demolition process.
 2. Coordination with contractors and consultants to review conditions and develop proposal request and change order for repairs.
 3. Provide recommendations and alternatives for protection of the exposed slab P/T tendons to ensure the longevity and safety of the structure.
 4. Additional broken tendons have been discovered with the overlay removal. A structural analysis will be completed to evaluate the capacity of the deck without the tendons to determine if they will need to be repaired or if the tendons can be removed. The analysis will also consider the potential for future breakage of tendons in the structure. Repair recommendations will be provided to contractor.
 5. Review and approve the tendon repair shop drawings and submittals prepared by the tendon repair contractor.
 6. Visit the site and document the location of the exposed tendons, so there is a record of the repairs that work completed for future reference.
 7. Meet with City and NDDOT to discuss changes once proposal request has been received from contractor.
 8. Provide additional site visits, including one additional trip for Kimley-Horn, to review tendon repairs, labor compliance interviews, and field reports.
- C. Concrete sampling associated with the deck repairs will be provided by Braun Intertec as required by NDDOT specifications.
- D. Team responsibilities:
1. KLJ will be responsible for project management, labor compliance interviews, preparation of proposal request and change orders, site visits, field survey and documentation of damage tendons and concrete, and construction observation.
 2. Kimley-Horn will be responsible for the analysis of the broken tendons, repair recommendations, review of shop drawings and submittals, and one additional site visit during repairs to review for compliance with repair recommendations.
 3. Braun Intertec will be responsible for material testing during construction.



ENGINEERING FEES

GTC REMODEL - Contract Amendment #3 (May 6, 2020)							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Project Assistant	6	X	25	=	\$ 150.00	\$ 150.00
	Project Manager	32	X	58	=	\$ 1,856.00	\$ 1,856.00
	Environmental Planner II	24.5	X	30	=	\$ 735.00	\$ 735.00
	Environmental Planner III	1.5	X	37	=	\$ 55.50	\$ 55.50
	Designer	1	X	40	=	\$ 40.00	\$ 40.00
	Professional Land Surveyor	6	X	42	=	\$ 252.00	\$ 252.00
	Surveyor Tech	6	X	24	=	\$ 144.00	\$ 144.00
	Structural Engineer-in-Training II	24	X	33	=	\$ 792.00	\$ 792.00
	CAD Technician II	2	X	28	=	\$ 56.00	\$ 56.00
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
	Subtotal				=	\$ 4,080.50	\$ 4,080.50
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.39%	\$ 7,564.84
3.	Subcontractor Costs					\$ 9,236.00	\$ 9,236.00
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ 1,397.44
7.	Miscellaneous Costs					\$ 642.32	\$ 642.32
	Total Cost				=		\$ 22,921.10

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-20-C1 Type: Change Order #2
Location: 3rd Ave N – Univ Dr to 10th St, 11th St – 2nd Ave N Date of Hearing: 6/22/2020
to 4th Ave N, 12th St – 3rd Ave N to 4th Ave N

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/29/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Scott Olson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #2 to repair a leak in the water service, in the amount of \$3,373.73, and also an adjustment to the Substantial Completion Date.

Staff is recommending approval of Change Order #2, the interim duration of 13 days for 2nd Avenue closing, and an adjustment of the Substantial Completion Date from October 3, 2020 to September 18, 2020.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2, the interim duration of 13 days for 2nd Avenue closing, and the Substantial Completion Date adjustment to September 18, 2020 as described above to KPH.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$3,373.73, bringing the total contract amount to \$2,495,388.38, the interim duration of 13 days for 2nd Avenue closing, and adjustment to the Substantial Completion Date to September 18, 2020.

PROJECT FINANCING INFORMATION:

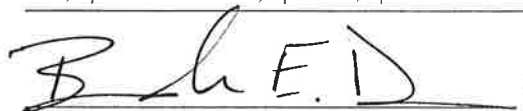
Recommended source of funding for project: State, Utility, Sales Tax & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	
Agreement for payment of specials required of developer	<u>N/A</u>	
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	

COMMITTEE

	Present	Yes	No	Unanimous
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Nicole Crutchfield, Director of Planning	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Steve Dirksen, Fire Chief	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Bruce Grubb, City Administrator	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Ben Dow, Director of Operations	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Steve Sprague, City Auditor	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Brenda Derrig, City Engineer	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Kent Costin, Finance Director	<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Engineer
Date: June 18, 2020
Re: BR-20-C1 – Change Order # 2

Background:

Improvement District No. BR-20-C1 is for the replacement of the water main, sanitary sewer, street reconstruction and incidentals on 3rd Ave N from University Dr to 10th St, 11th St N from 2nd Ave N to 4th Ave N, and 12th St N from 3rd Ave N to 4th Ave N.

KPH is the Prime Contractor for Improvement District No. BR-20-C1.

Removal of Sidewalk Requirement for Phase 1A

The on-going construction of the Mosaic Apartment Complex on the corner of 3rd Ave N and 11th St N requires the sidewalk to be closed from approximately mid-block to 11th St. As part of the BR-20-C1 contract KPH is required to maintain full pedestrian access on at least one side of the street within each phase under construction. To better facilitate pedestrian traffic through the corridor, KPH has requested to leave the sidewalk on the south side of the 3rd Ave Phase 1A intact until a later date.

Engineering recommends removing the sidewalk from the Phase 1A phasing stipulation and placing this portion under the project substantial completion timeline. This change results in \$0 and no adjustment to the project substantial completion.

2nd Ave Intersection Service Repair and Interim Completion Adjustment

During removals in the 2nd Ave and 11th St intersection, a leak was discovered in an old copper water service that was found to be outside of the project limits. To make the repair, KPH needed to extend the removals within the intersection and locate the leak. The cost to repair the service was \$3,373.73 and 3 days' worth of time.

The closure time as stated in the Contract was to be 10 calendar days. Engineering recommends this closure be extended to 13 days, but leaving the completion stipulation of phase 3B and the project substantial completion unchanged.

Phasing Adjustment and Reduction to Substantial Completion

The original phasing sequence for the project was adjusted in Change Order 1 so that phase 3 would begin after phase 1 and that "phase 2 will not begin until phases 1 and 3 are completed". Phase 1 was completed and open to traffic on Friday, June 12, and KPH has now proposed the City allow them to begin phase 2 prior to completion of phase 3 so they can continue underground operations on the project.

With this proposed overlap of phase 2 and 3 (approximately 2-3 weeks) KPH proposes the Substantial Completion Date be moved up from October 3, 2020 to September 18, 2020. Engineering approves of this phasing adjustment so that the project can be completed at an earlier date.

Recommended Motion:

Approve the described Change Order #2 adjusting the contract amount to \$2,495,388.38, the 2nd Ave closure interim duration to 13 days, and the project Substantial Completion Date from October 3 to September 18, 2020.

SEO/klb
Attachment

C: Thomas Knakmuhs

Work Order**No. 1****KPH, Inc.**

9530 39th St S

Phone (701) 499-7979

DATE: 6/15/2020

JOB: 20-006

Charge To: BR-20-C1

Address:

Work Description: Leak showed up after removals in NW quadrant, westbound panels.
Monitored overnight two nights. Repair involved two additional panels and CL3 placement.
Freighthouse service was source of leak at old coupling. 6/2/2020-6/4/2020

Foreman's Signature:

LABOR

EMPLOYEE	TYPE	HOURS	RATE	AMOUNT
WYATT	Pipelay	8.00	\$60.00	\$480.00
ZACH	Labor	8.00	\$55.00	\$440.00
	Superintendent w/truck	3.00	\$75.00	\$225.00
				\$0.00
				\$0.00

EQUIPMENT - WORK PERFORMED

UNIT NO.	TYPE	HOURS	RATE	AMOUNT
SAUL	85 Mini Bobcat	8.00	\$95.00	\$760.00
DEVINE	Kubota	8.00	\$110.00	\$880.00
				\$0.00
				\$0.00
				\$0.00

MATERIALS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00 LS	2" CU TYPE K AND FITTINGS	\$ 729.73	\$729.73
20.00 Ton	2 LOADS OF GRAVEL	\$ 11.15	\$223.00
			\$0.00
			\$0.00
			\$0.00

TERMS: Net 30 Days**FINANCE CHARGE: 18.00% APR**

Approved

Signature: _____

TOTAL \$3,737.73



1830 Craig Park Court
St. Louis, MO 63146

DUPLICATE
INVOICE

Invoice # M462079
Invoice Date 6/05/20
Account # 217319
Sales Rep TIM STETZ
Phone # 701-219-7480
Branch #251 Fargo, ND
Total Amount Due \$1,090.14

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

KPH INC
9530 39TH ST S
FARGO ND 58104 7824

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- BR20C1 3RD AVE & 12TH

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/04/20	6/04/20	BR20C1	3RD AVE & 12TH	BR20C1		WILL CALL	M462079

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
0820S040K	2 SOFT K COPPER TUBE 40'	40	40		8.83000	FT	353.20
392074758Q	74758Q 2 CTS UNION COMPLEX NL NO LEAD	3	3		115.79000	EA	347.37
65204774FR	4774FR 2 FLARE/ROUND TOOL	1	1		105.59000	EA	105.59
392074753Q	74753Q 2 COUPLING CTSXMIP NL NO LEAD	1	1		86.96000	EA	86.96
39207475433	74754-33 2 BRASS CPLG PJIPS X FIP NO LEAD	1	1		120.97000	EA	120.97

1 x 353.20 = 353.20
2 x 115.79 = 231.58

583.78
+ 25%

COPY

729.73

Freight	Delivery	Handling	Restock	Misc	Subtotal:	1,014.09
					Other:	.00
					Tax:	76.05
Invoice Total:						\$1,090.14

Terms: NET 30
Ordered By: ERIC

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-20-C1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals		
Date Entered	6/15/2020	For	KPH, Inc.

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

EXPLANATION OF CHANGE: Sanitary Sewer Manhole Size Increase and Phase Adjustments

- Removal of sidewalk completion requirement from Phase 1A to maintain pedestrian access. Sidewalk moved to Substantial Completion. With the north sidewalk near a private development currently removed within the phase 2 limits the south sidewalk in phase 1A will remain in tact until the phase 2 sidewalk is to be reconstructed. This allows pedestrian traffic to continue without crossing through the project limits.
- 2nd Ave intersection water service line repair and interim completion adjustment based on time to complete work. During removals in the 2nd Ave intersection a water service line was discovered to be leaking and broken just outside the removal limits. KPH expanded their removals to locate and repair service line. Cost to do so \$3,373.73 and took 3 days worth of time accounting for removals, repair, drying and replacing material which will be accounted for under the interim completion timeline.
- Phasing adjustment and reduction to substantial completion from October 3 to September 18. KPH proposes an adjustment to phasing so that phase 2 can begin prior to phase 3 being completed. The 60 day phase completion timeline would begin with the closure of 11th St and 3rd Ave intersection. The intersection of 12th St and 3rd Ave can not be closed until phase 3 is completed. KPH will maintain access to all properties and work with property owners to ensure they have access to indoor/underground parking. If allowed KPH proposes a reduction in time for the substantial completion of 15 days, making the new substantial completion date September 18, 2020.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Water Main	91	Extra - WaterMains	LS	0.00	0.00	0.00	1.00	1.00	3,373.73	3,373.73
Water Main Sub Total (\$)									3,373.73	

Summary

Source Of Funding

Special Assessments

Net Amount Change Order # 2 (\$)	3,373.73
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	2,492,014.65
Total Contract Amount (\$)	2,495,388.38

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/03/2020	10/23/2020	-15.00	-15.00	09/18/2020	10/08/2020

Description

APPROVED

For Contractor

Title

APPROVED DATE

Department Head
Mayor
Attest

[Handwritten Signature]
KPH Inc.
Project Manager

[Handwritten Signature]
6/24/20

REPORT OF ACTION

16

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-19-A0

Type: Contract Amendment #5

Location: 64th Ave S, 25th St to 45th St

Date of Hearing: 6/22/2020

Routing

Date

City Commission

6/29/2020

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to Contract Amendment #5 submitted by KLJ in the amount of \$22,440.00.

The amendment is for a required Traffic Operations Report.

Staff is recommending approval of Amendment #5 in the amount of \$22,440.00, bringing the total contract amount to \$2,305,164.00.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the Contract Amendment #5 to KLJ.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Contract Amendment #5 to KLJ in the amount of \$22,440.00, bringing the total contract amount to \$2,305,164.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

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Nicole Crutchfield, Director of Planning

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Steve Dirksen, Fire Chief

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Bruce Grubb, City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

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Brenda Derrig, City Engineer

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Kent Costin, Finance Director

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☐

☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Date: June 18, 2020
Re: Improvement District No. PN-19-A0 – Contract Amendment #5
64th Avenue S – 25th Street to 45th Street

I've attached Contract Amendment #5 with KLJ. The amendment is for a required Traffic Operations Report as a part of this project. The total amount of this amendment request is for \$22,440.

KLJ's contract to date is \$2,282,724, and this will bring it to \$2,305,164.

Recommended Motion:

Approve Contract Amendment #5 with KLJ in the amount of \$22,440.

Attachment



**Appendix A
June 2022**

**Traffic Operations Study
Scope of Services**

**PN-19-A0/SU-8-984(153)156
64th Avenue South Reconstruction and I-29 Overpass from 45th Street to 25th Street**

I. Purpose

The purpose of this attachment is to describe the scope of services required to complete a traffic operations study on 64th Avenue South from 45th Street to 25th Street including an overpass of I-29. This scope of services also includes second phase to assess future justification of an interchange at I-29.

II. Final Design & Plan Preparation

1. Project Management

Management & Coordination

KLJ will manage the project and provide overall coordination of the work. KLJ will manage the project budget and schedule and inform the City of Fargo if revisions to either may be required.

Progress Reports

KLJ will submit a monthly status report via email to the City of Fargo and NDDOT which will summarize the work performed in the current period, project decisions and potential out of scope work activities. The reports will include percent complete for key project activities. The status report will also identify any milestone activity that is not completed or anticipated not to be completed on time. The report will include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.

2. Overpass Traffic Operations Report

KLJ will complete an NDDOT compliant Traffic Operations Report. This will include the following subtasks. This study will make no reference to the future potential of an interchange and focus entirely on the existing overpass project. The study area will be from 45th Street to 25th Street and include the following intersections:

- 45th Street
- 38th Street
- 33rd Street

PN-19-A0 – 64th Avenue South
SU-8-984(153)164



- 31st St
- 27th St
- 25th Street

Traffic Data Processing

The study area currently experiences minimal to no traffic. KLJ will process daily traffic volumes generated by Streetlight data to estimate existing turning movement counts and the travel demand model to estimate future turning movement counts. New traffic data is not eligible for collection due to altered traffic patterns from COVID-19, summer conditions reducing traffic to/from Davies High School and current construction activities on 64th Avenue South. This approach is imperfect for existing conditions but given the low volumes along the corridor today, should provide an adequate representation of traffic operations.

Existing Conditions Assessment

KLJ will conduct the following analyses of existing conditions:

- Summary of existing infrastructure (roadway surfaces, pedestrian and bicycle facilities, traffic control, lighting, etc.).
- Traffic Operations at existing intersection locations with notable traffic volumes (33rd Street and 25th Street). Traffic operations analysis will be conducted using Synchro.
- Crash analysis of historic crashes.

Traffic Forecasting

For the purposes of traffic analysis, the approved 2045 Metropolitan Travel Demand Model results will be used to forecast traffic. KLJ will review recent planning documents and summarize past traffic projections for a 64th Avenue overpass to understand previous variances.

Alternatives Assessment

KLJ will analyze the following alternatives within the body of the report:

- Corridor Capacity – using intersection traffic models and basic volume/capacity assessments, KLJ will analyze the needed capacity along the corridor. Center turn lane opportunities will be also be considered.
- Intersection Traffic Control – using MUTCD traffic control warrants and intersection models, KLJ will assess traffic control needs at the four study intersections. KLJ will produce turn lane recommendations and signal timing phasing recommendations, as needed.
- Multimodal Facilities – using the alternatives identified in the Environmental Document, KLJ will assess the advantages and disadvantages of each multimodal facility.

Report

KLJ will develop an NDDOT compliant Traffic Operations report summarizing the analyses outlined in the tasks above. KLJ will make revisions or responses to all comments provided by the City and NDDOT.



3. Interchange Justification Report

KLJ will conduct an interchange justification analysis for 64th Avenue and I-29. To be FHWA compliant, the study area will be from the existing 52nd Avenue interchange through the planned 76th Avenue interchange.

Traffic Data Processing

KLJ will purchase Streetlight Data to develop turning movement counts at the 52nd Avenue interchange. This will include the following intersections:

- 52nd Avenue
 - 38th Street
 - I-29 West Ramp
 - I-29 East Ramp
 - 36th Street

Daily traffic volumes from the travel demand model will be converted into turning movement counts at the following existing and future intersections:

- 64th Avenue
 - 45th Street
 - 38th Street
 - I-94 West Ramp
 - I-94 East Ramp
 - 33rd Street
 - 25th Street
- 76th Avenue
 - 38th Street
 - I-94 West Ramp
 - I-94 East Ramp
 - Closest East Intersection

Travel Demand Modeling

KLJ will begin by reviewing socioeconomic data and determining whether revisions are necessary to the current projected households and employment based on recent findings in the 76th Avenue Corridor Study. KLJ expects to make tweaks to the current dataset. KLJ will use the regional travel demand model to analyze the traffic forecasting scenarios:

- 2045 with an overpass at 64th Avenue and no infrastructure at 76th Avenue
- 2045 with an interchange at 64th Avenue and no infrastructure at 76th Avenue
- 2045 with an overpass at 64th Avenue and an interchange at 76th Avenue
- 2045 with an interchange at 64th Avenue and an interchange at 76th Avenue

The travel demand model will provide the following outputs:



- Traffic forecasts
- Network-wide vehicle hours of delay
- Network-wide vehicle miles travelled

Traffic Operations Modeling

KLJ will use Vissim traffic modeling software to model the following scenarios using 12-hour models (7 AM to 7 PM) that includes each of the study intersections on 52nd Avenue, 64th Avenue and 76th Avenue.

- 2045 with an overpass at 64th Avenue and no infrastructure at 76th Avenue
- 2045 with an interchange at 64th Avenue and no infrastructure at 76th Avenue
- 2045 with an overpass at 64th Avenue and an interchange at 76th Avenue
- 2045 with an interchange at 64th Avenue and an interchange at 76th Avenue

The traffic operations model will include the following measures of effectiveness:

- Intersection and corridor level of service
- Mainline I-29 density and level of service
- Network delays and latent demand
- Conflict points for safety comparisons
- Benefit/cost analysis comparing model results and planning level cost estimates

Interchange Concept Analysis

KLJ will analyze five interchange concepts in Vissim. The concepts are expected to include roundabouts, roundabouts with loops, roundabouts with auxiliary lanes between 64th Avenue and 52nd Avenue, collector-distributor design and one additional concept based on the findings in the analysis. Only the following traffic scenario will be analyzed in this phase:

- 2045 with an interchange at 64th Avenue and an interchange at 76th Avenue

Interchange Justification Analysis

KLJ will develop a draft interchange justification report that includes a review of each of the eight FHWA criteria for a new interchange access.

Study Review Committee Meetings (2 Meetings)

KLJ will schedule two project review committee meetings with the City, NDDOT and FHWA at the following points in the study:

- After the completion of the travel demand modeling to discuss forecast scenarios and assumptions and brainstorm interchange concepts to study.
- After the completion of the draft report.

NDDOT Management Presentation (1 Meeting)

KLJ will schedule a formal presentation of the draft interchange justification report to NDDOT Management and FHWA.



III. Project Schedule

Overpass Traffic Operations Report:

- Kickoff – June 17th
- Draft Report – July 17th
- Final Report – July 31st

Interchange Justification Report

- Kickoff – TBD
- Study Review Committee Meeting #1 – TBD (+3-4 Weeks)
- Draft Report and Study Review Committee Meeting #2 – TBD (+6-8 Weeks)
- NDDOT Management Presentation – TBD (+2-3 Weeks)

KLJ Project Name:	
KLJ Project Number:	14415104



Job Classification:		Engineer IV	Engineer III	Engineer I	Engineer I	Engineer I	Project Assistant II	Subconsultant Bill	TASK TOTAL
Task Code	Description	Mike Bittner	Joe DeVore	Kevin Mackey	Austin Lovass	Oz Khan	Quibell, Cynthia A		
2	Overpass Traffic Operations Report	\$ 190.00	\$ 145.00	\$ 145.00	\$ 100.00	\$ 100.00	\$ 80.00	\$	
	Traffic Data Processing			8	8	8		\$ 5,000.00	\$ 7,760.00
	Existing Conditions Assessment		8		4	4			\$ 1,960.00
	Traffic Forecasting			8					\$ 1,160.00
	Alternatives Assessment		16		15	15			\$ 5,320.00
	Report	8	12	4	12	12			\$ 6,240.00
		8	36	20	39	39		\$ 5,000.00	\$ 22,440.00
3	Interchange Justification Report	\$ 190.00	\$ 145.00	\$ 145.00	\$ 100.00	\$ 100.00	\$ 80.00	\$	
	Traffic Data Processing		8		4	4		\$ 5,000.00	\$ 6,960.00
	Travel Demand Modeling	8		30		6			\$ 6,470.00
	Traffic Operations Modeling	4	40		40	40			\$ 14,560.00
	Interchange Concept Analysis	20	40		40				\$ 13,600.00
	Interchange Justification analysis	8	15	10		8			\$ 5,945.00
	Study Review Committee Meetings	25	25						\$ 8,375.00
	NDDOT Management Presentation	15	15						\$ 5,025.00
		80	143	40	84	58		\$ 5,000.00	\$ 60,935.00

88	179	60	123	97				\$ 83,375.00
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maximum (Meals \$35- Lodging \$115)
nt, rental/subscriptions, mileage, etc.

COVER SHEET
CITY OF FARGO PROJECTS

(17)

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-20-A

Call For Bids June 29, 2020

Advertise Dates July 8 & July 15, 2020

Bid Opening Date August 5, 2020

Substantial Completion Date October 16, 2020

Final Completion Date October 30, 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 & INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-20-A

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley from 9th Avenue South to 10th Avenue South between 4th Street South and 5th Street South in Woodruff's 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 \$122,856. The project will be paid for entirely from Special Assessments. A breakdown of costs is as follows:

Estimated Construction Costs	\$122,856
Plus 10% Engineering Fee:	\$12,286
Plus 3% Legal Fee:	\$3,686
Plus 4% Administration Fee:	\$4,914
Plus 4% Interest Fee:	\$4,914
Plus 10% Contingency:	\$12,286
Total Estimated Construction Cost:	\$160,941


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-20-A

LOCATION:

From 9th Avenue to 10th Avenue South between 4th Street and 5th Street South.

COMPRISING:

Lots 1 through 16, Block 3.
All in Woodruff'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-20-A