

Monday, May 18, 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. ***PLEASE NOTE that in an effort to exercise the CDC's Prevention guidelines pertaining to social distancing and gatherings the number of individuals in attendance of the meeting will be limited. Members of the public and media are encouraged to view the meeting in an alternative method, including the following: via a livestream hosted on the City of Fargo's Facebook (questions and comments will be monitored during the Commission Meeting) and Twitter accounts, on the web at www.TVFargo.com or via the Fargo Access Channel 56.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 4, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Site Authorizations for Games of Chance:
 - a. Plains Art Museum at Big Top Bingo, King Pin Casino – The Bowler, Blue Wolf Casino - West Acres Bowl and Wild Bill's Sports Saloon.
 - b. Red River Human Services Foundation at The Elks Lodge #260 and The Northern.
 - c. Jon Greenley Amvets Post #7 at Amvets and Hi-Ho Burgers & Brews.
 - d. ND Association for the Disabled, Inc. at Cowboy Jack's, Bulldog Tap, O'Kelly's and Shotgun Sally's Rock N Roll Saloon.
 - e. American Gold Gymnastics, Inc. at Sidestreet Grille & Pub and The Box.
 - f. Special Olympics ND at Rooters Bar.
- 2. Applications for Games of Chance:
 - a. FM AM Rotary for a sports pool from 9/14/20 to 2/7/21.
 - b. El Zagal Provost Unit for a sports pool from 9/13/20 to 12/31/20.
 - c. Essentia Health Fargo Foundation for a raffle board on 6/11/20.
- 3. Purchase Agreement with Peggy J. Barnum for property located at 775 Royal Oaks Drive North (Project No. FM-19-B).
- 4. Right of Way Use Agreement with Frank Leland Watkins for work at 1 8th Street South.
- 5. LOMR Payment Agreement to be used for future LOMR infrastructure requests incorporated into the City of Fargo Improvement Project.
- 6. Bid advertisement for Project No. BP-00-57.
- 7. Receive and file General Fund – Budget to Actual through April 2020 (unaudited).
- 8. 90-day extension of FMLA for Firefighter Nick Mitchell.

Service Agreement for Shelter Manager with the ND Department of Emergency Services and ND Department of Human Services.

10. DMF/Impact/Alex Stern Foundations Emergency Grant Agreement with the Gladys Ray Shelter.
11. Notice of Grant Award with the ND Department of Health for the Ryan White Part B Program (CFDA #93.917).
12. Set June 1, 2020 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 114 15th Street South.
13. Bid award for the 2020/2021 highway deicing salt contract (RFP20080).
14. Bid award for one log loader (RFP20052).
15. Extend the Services Agreement Lawn Maintenance Services with Valley Green and Associates and Glacier Snow Management Company for the 2020 mowing season.
16. Contracts and bonds for heating pump replacement at the FARGODOME (RFP20081) and Wastewater Treatment Facility Phase IIB Expansion Project (AFB20036).
17. Bills.
18. Contract and bond for Improvement District No. NN-19-A1.
19. Contract Award to Apex Engineering for consulting services (Improvement District No. BR-22-A0).
20. Change Order No. 1 for an increase of \$23,638.00 for Improvement District No. BR-20-C0.
21. Change Order No. 1 for adjustments to the phasing sequence for Improvement District No. BR-20-C1.
22. Change Order No. 16 for an increase of \$13,996.56 for Improvement District No. BR-18-B1.
23. Memorandum of Offer to Landowner for Temporary Easement with Adam and Julie Hollingsworth for Improvement District No. BN-20-C1.
24. Bid award for Improvement District Nos. AN-19-J1, BN-20-E1, BN-20-F1, PN-20-A1 and SL-20-C1.
25. Create Improvement District Nos. BN-20-H and BN-20-K.

REGULAR AGENDA:

26. Presentation by Gate City Bank regarding the Neighborhood Revitalization Initiative (NRI) Program.
27. Presentation of the 2019 Fire Department Annual Report.

Public Hearings - 5:15 pm:

- a. CONTINUE to 6/1/20 – Application filed by Spirit Properties d/b/a Edgewood Tavern for a Class “FA-Golf” Alcoholic Beverage License at 19 Golf Course Avenue North; continued from the 4/20/20 Regular Meeting.
 - b. Application filed by Financial Business Systems, Inc. for a property tax exemption for a project located at 4601 33rd Avenue South, which the applicant will use in the operation of a software development company in the real estate industry.
 - c. Amendments to the 2019 Action Plan and Citizen Participation Plan/Community Development Block Grant (CBDG) and HOME Investment Partnerships Programs.
 - d. Renaissance Zone Project for Epic Gateway North Real Estate Holdings, LLC, for a new construction project located at 300 Main Avenue.
 - e. 701 Brew Addition (702 and 706 12th Street North; 701 University Drive North); approval recommended by the Planning Commission on 3/3/20:
 1. Zoning Change from MR-3, Multi-Dwelling Residential and DMU, Downtown Mixed Use to DMU, Downtown Mixed Use.
 2. 1st reading of rezoning Ordinance.
 3. Plat of 701 Brew Addition.
 - f. Golden Valley Third Addition (6737 25th Street South and 6907 26th Street South); approval recommended by the Planning Commission on 11/5/19:
 1. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential and P/I, Public and Institutional with a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Golden Valley Third Addition.
 - g. Hearing on a dangerous building located at 1007 8th Avenue North.
29. Recommendation for an interim policy on boulevard gardens.
30. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project Costs in the amount of \$1,432,479.03.
31. Applications for property tax exemptions for improvements made to buildings:
 - a. Bradley and Ann Williams, 4336 Carrie Rose Lane South (3 year).
 - b. Kjera Properties I LLC, 1416 1st Avenue South (5 year).
 - c. Courtney and Kelly Schutt, 3413 Bohnet Boulevard North (5 year).
 - d. Guy Thomas Jr., 421 23rd Street South (5 year).
32. Recommendation to approve the Agreement with the Fargo Municipal Airport Authority to extend the notice of termination date in the Memorandum of Understanding with the Fargo Municipal Airport Authority.
33. Discussion regarding the Moratorium pertaining to the retail sale of alcoholic beverages.
34. COVID-19 Update:
 - a. Health Update.
 - b. Red River Valley Taskforce Update.
 - c. CARES Act-Emergency Fund Relief Update.

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.



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)



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

Full, Legal Name of Gaming Organization **PLAINS ART MUSEUM**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location BIG TOP BINGO			
Street 901 25TH ST S	City FARGO	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) ENTIRE FACILITY - EXCLUDING RESTROOMS AND OFFICE AREAS			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)	
<input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input checked="" type="checkbox"/> Club Special <input checked="" type="checkbox"/> Tip Board <input checked="" type="checkbox"/> Seal Board <input checked="" type="checkbox"/> Punchboard <input checked="" type="checkbox"/> Prize Board <input checked="" type="checkbox"/> Prize Board Dispensing Device <input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input checked="" type="checkbox"/> Poker <input checked="" type="checkbox"/> Calcuttas <input checked="" type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/18/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
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GAMING SITE AUTHORIZATION
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SFN 17996 (02/2018)

1a

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Full, Legal Name of Gaming Organization **PLAINS ART MUSEUM**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location KING PIN CASINO - (THE BOWLER)			
Street 2630 S. UNIVERSITY DR. S.	City FARGO	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 6	
Specific location where games of chance will be conducted and played at the site (required) ENTIRE FACILITY - EXCLUDING RESTROOMS AND OFFICE AREAS			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known POKER DATE TO BE DETERMINED			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input checked="" type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input checked="" type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input checked="" type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input checked="" type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

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(Handwritten signature)

G - _____ (_____) _____
Site License Number
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Full, Legal Name of Gaming Organization **PLAINS ART MUSEUM**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location BLUE WOLF CASINO - (WEST ACRES BOWL)			
Street 3402 INTERSTATE BLVD S	City FARGO	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 6	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) ENTIRE FACILITY - EXCLUDING RESTROOMS AND OFFICE AREAS			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known POKER DATE TO BE DETERMINED			

RESTRICTIONS (City/County Use Only)

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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)	
<input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input checked="" type="checkbox"/> Club Special <input checked="" type="checkbox"/> Tip Board <input checked="" type="checkbox"/> Seal Board <input checked="" type="checkbox"/> Punchboard <input checked="" type="checkbox"/> Prize Board <input checked="" type="checkbox"/> Prize Board Dispensing Device <input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input checked="" type="checkbox"/> Poker <input checked="" type="checkbox"/> Calcuttas <input checked="" type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table

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The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location WILD BILL'S SPORTS SALOON			
Street 1776 45TH ST S	City FARGO	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted <u>and</u> played at the site (required) ENTIRE FACILITY - EXCLUDING RESTROOMS AND OFFICE AREAS			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input checked="" type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input checked="" type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input checked="" type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input checked="" type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
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GAMING SITE AUTHORIZATION
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16

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

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location The Elks Lodge #260			
Street 3435 North Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Gaming area is the entire bar (except restrooms/office/storage areas)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted) _____ Hours of gaming (if restricted) _____

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

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SFN 17996 (02/2018)

16

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

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location The Northern			
Street 325 10th St. N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 3	
Specific location where games of chance will be conducted and played at the site (required) SW area of Bombshelter - northern area of main bar / Gaming area is the entire bar			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted) _____ Hours of gaming (if restricted) _____

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
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 SFN 17996 (02/2018)

10

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

Full, Legal Name of Gaming Organization **Jon Greenley Amvets Post # 7**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Amvets			
Street 1001 1st Ave S.	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted <u>and</u> played at the site (required) West Wall - Where Alcohol can be Served			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
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 SFN 17996 (02/2018)

10

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

Full, Legal Name of Gaming Organization **Jon Greenley Amvets Post # 7**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Hi - Ho Burgers & Brews			
Street 3051 25th St S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) South Wall - South Addition Bar Side			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)	
<input type="checkbox"/> Bingo <input type="checkbox"/> ELECTRONIC Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> ELECTRONIC 50/50 Raffle <input type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input type="checkbox"/> ELECTRONIC Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device
<input type="checkbox"/> Sports Pools <input type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table	

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GAMING SITE AUTHORIZATION
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SFN 17998 (02/2018)

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

Full, Legal Name of Gaming Organization **North Dakota Association For The Disabled, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Cowboy Jack's			
Street 506 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables If zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

- ☒ Bingo
☐ ELECTRONIC Quick Shot Bingo
☐ Raffles
☐ ELECTRONIC 50/50 Raffle
☒ Pull Tab Jar
☐ Pull Tab Dispensing Device
☒ ELECTRONIC Pull Tab Device

- ☐ Club Special
☐ Tip Board
☐ Seal Board
☐ Punchboard
☐ Prize Board
☐ Prize Board Dispensing Device

- ☐ Sports Pools
☒ Twenty-One
☐ Poker
☐ Calcuttas
☐ Paddlewheels with Tickets
☒ Paddlewheel Table

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/18/2020

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization

North Dakota Association For The Disabled, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Bulldog Tap			
Street 4265 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	5/18/2020

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

1d

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

Full, Legal Name of Gaming Organization

North Dakota Association For The Disabled, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location O'Kelly's			
Street 3800 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

- ☒ Bingo
☐ ELECTRONIC Quick Shot Bingo
☐ Raffles
☐ ELECTRONIC 50/50 Raffle
☒ Pull Tab Jar
☐ Pull Tab Dispensing Device
☒ ELECTRONIC Pull Tab Device

- ☐ Club Special
☐ Tip Board
☐ Seal Board
☐ Punchboard
☐ Prize Board
☐ Prize Board Dispensing Device

- ☐ Sports Pools
☒ Twenty-One
☐ Poker
☐ Calcuttas
☐ Paddlewheels with Tickets
☒ Paddlewheel Table

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/18/2020

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

(1d)

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

Full, Legal Name of Gaming Organization

North Dakota Association For The Disabled, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Shotgun Sally's Rock N Roll Saloon			
Street 1515 42nd St S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/18/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)



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

Full, Legal Name of Gaming Organization **American Gold Gymnastics, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Sidestreet Grille & Pub			
Street 404 4th Ave N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Games played in the entire bar, excluding restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo <input type="checkbox"/> ELECTRONIC Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table
---	---	--

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/18/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)



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

Full, Legal Name of Gaming Organization **American Gold Gymnastics, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location The Box			
Street 1025 38th St SW	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Games played in the entire bar, excluding restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known Daily			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table
---	---	--

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/18/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)



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

Full, Legal Name of Gaming Organization **SPECIAL OLYMPICS NORTH DAKOTA**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location ROOTERS BAR			
Street 107 BROADWAY	City FARGO	ZIP Code 58102	County CASS
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21		Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site (required) ENTIRE BAR EXCEPT RESTROOMS			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo <input type="checkbox"/> ELECTRONIC Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table
--	---	---

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/18/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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



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 FM AM Rotary		Date(s) of Activity 9/14/20 to 2/7/21		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Tom Thompson		Title Football-Chair		Business Phone Number 701-499-7807	
Business Address PO Box 9359		City Fargo		State ND	Zip Code 58106
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Delta by Marriott		Site Address 1635 42nd ST. S.			
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 type="checkbox"/> Calendar Raffle <input checked="" 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	Game Type	Description of Prize	Retail Value of Prize
Monday Night Football	167 Games pay 25\$ for a Book and have a chance of winning \$50 each game with \$50 halftime of Super bowl and \$100 final score.				
Total:					(Limit \$40,000 per year) \$9,800.00

Intended uses of gaming proceeds: Philanthropic

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>Tom Thompson</i>	Date 5-8-20	Title chair	Business Phone Number 701-499-7807
--	-----------------------	-----------------------	--



✓ 1396
25.00
5/11/20

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to El Zagal Provost Unit		Date(s) of Activity 9/13/2020 to 12/31/2020		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Scott Schafer		Title Chairman		Business Phone Number (701) 235-7521	
Business Address 1329 3rd St. N.		City Fargo		State ND	Zip Code 58102-0000
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted El Zagal Shrine Temple		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 type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input checked="" 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
Vikings Sports brd	\$75/Qtr - \$100	\$325.00
Total:		(Limit \$40,000 per year) \$ 5,200.00

Intended uses of gaming proceeds: El Zagal Patient Transportation Fund

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 	Date 5/8/2020	Title Chairman	Business Phone Number (701) 235-7521
---	------------------	-------------------	---

RESTR

\$25.00
5-13-20
PERMIT CC

Name of Nonprofit Organization or group of people permit is issued to Essentia Health Fargo Foundation		Date(s) of Activity 6/11/20		For a raffle, provide drawing date(s): 6/11/20	
Person Responsible for the Gaming Operation and Disbursement of Net Income Pam Perleberg		Title Development Associate		Business Phone Number 701-364-8389	
Business Address 3000 32nd Ave S		City Fargo		State ND	Zip Code 58103
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Essentia Health		Site Address 3000 32nd Ave. S.			
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 checked="" 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 *					

Game Type	Description of Prize	Retail Value of Prize
Raffleboard	Pellet Grill	\$800

Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$40,000 per year) \$ 800-

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>Sam Park</i>	Date 5/12/20	Title Development Associate	Business Phone Number 701-364-8381
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May 11, 2020

Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

**Re: Peggy J. Barnum – Purchase Agreement
Project #FM-19-B**

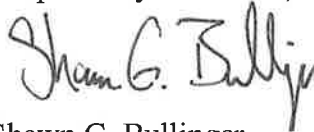
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Peggy J. Barnum**. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 775 Royal Oaks Drive North from **Peggy J. Barnum** in association with Project #FM-19-B and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **PEGGY J. BARNUM**, the identified owner of the property located 775 Royal Oaks Drive North in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot Seven (7), Block One (1) of Broadway North First Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Property Address: 775 Royal Oaks Drive North, Fargo, ND

WHEREAS, Owner desires to sell, and the City of Fargo is willing to purchase Owner's property due to its proximity to the river and flood protection logistics; and

WHEREAS, Seller and Buyer have reached an agreement to purchase the property in accordance with the terms herein.

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

1. **Subject Matter.** The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. **Purchase Price.** The purchase price for the Property is Two Hundred Sixty-Seven Thousand Dollars (\$267,000.00).
3. **Payment of Purchase Price.** The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.
4. **Abstract.** Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing). City shall pay all costs associated with closing, including deed preparation and recordation.
5. **Taxes and Utilities.** Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

6. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

7. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than August 1, 2020. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1st day of the month following closing. 3% of the purchase price shall be retained until such time Seller vacates the premises.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

8. Relocation Assistance. Seller may qualify as a "displaced person," as the term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (42 U.S.C. 4601, et seq.) and under Chapter 54-01.1 of the North Dakota Century Code. The Purchase Price does not include relocation assistance. If the Seller qualifies as a displaced person and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments in a separate written agreement.

9. Fixtures, Structures and Personal Property. Seller and Buyer agree that the real and personal property affixed to the real estate at the time of closing shall become the Buyer's property without the need for a bill of sale or other conveyance. The parties further agree that all carpeting, light fixtures, window coverings, dishwasher, and other appliances affixed to the property are included in this transaction, unless excepted herein:

Items Identified for Removal by Seller:

both re Fridge + a + o r s

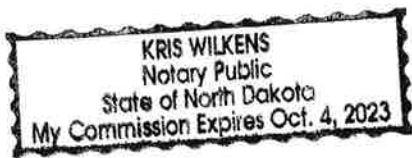
drapes in living dining room

10. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

11. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

(Signatures on following page.)

DATED this 7th day of May, 2020.



SELLER:

Peggy J. Barnum
Peggy J. Barnum

DATED this ____ day of _____, 2020.

BUYER:

City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

(4)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Right of Way Use Agreement

Location: 1 8th Street South

Date of Hearing: 5/11/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/18/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a Right of Way Use Agreement requested by Frank Leland Watkins for work at 1 8th Street South.

This building is in disrepair and staff are trying to work with the owner so that repairs can be made on the foundation prior to sidewalk replacement adjacent to the building associated with the Main Avenue Reconstruction.

Staff is recommending approval the Right of Way Use Agreement.

On a motion by Kent Costin, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Right of Way Use Agreement with Frank Leland Watkins.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with Frank Leland Watkins for the work at 1 8th Street South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

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

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


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Right of Way Use Agreement

This Agreement, made and entered into between Frank Leland Watkins, Owner, and the City of Fargo, a North Dakota municipal corporation ("City"), is for the purpose of providing Owner use of the Public Right of Way ("PROW") adjacent to Owner's property located in Fargo, North Dakota (the "Property"), described below.

For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Owner holds all right, title and interest in the Property, specifically:

Lots 1 and 2, Block 8, Aldrich Subdivision Addition, City of Fargo, Cass County, North Dakota,

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

2. Owner shall be permitted use of PROW in such a manner as described in attached Exhibit A, as modified from time to time by written agreement of the parties hereto. Specifically, Owner shall be permitted to exercise control over the PROW adjacent to the intended construction activity on the Property, under certain terms and conditions as stated herein. Owner shall be responsible for ensuring all construction in the PROW complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>

All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

3. Sidewalk traffic control plans must be received by City at least 2 days in advance of such intended closure or modification of sidewalks. Owner shall provide City Engineering a traffic control plan in advance of use. All closures must be approved by City at least 2 days in advance of such intended sidewalk closure. Timing of sidewalk use must be approved by the City.
4. Owner may utilize said portion of PROW if use of PROW does not obstruct North Dakota Department of Transportation reconstruction of Main Avenue project. City will help facilitate the use of PROW within the NDDOT work zone with NDDOT.
5. Should NDDOT deny use of PROW or a change order for Owner's use has unacceptable costs this right of this way use agreement will be voided.
6. Owner may utilize 5 feet of the PROW adjacent to the Property only for temporary use until June 30th 2020 as described in Exhibit A. Any request for extension must be made at least 30 days prior to the expiration of this Agreement in order to allow City adequate time to consider the request.
7. Owner may utilize said portion of PROW only for the temporary closure of sidewalk on the west side of 8th Street South adjacent to Owner's property for use during concrete delivery. Temporary closure of sidewalk shall be limited to 4 hours and shall not exceed 15 occurrences.
8. Owner may utilize said portion of PROW only for the temporary redirection of pedestrian travel on the west side of 8th Street South adjacent to Owner's property.
9. Owner shall be solely responsible for the condition of the pedestrian travel path. Owner shall keep the pedestrian travel path free of debris, ensuring a five foot (5') unobstructed path for the duration of the construction. Pedestrian travel path will be in accordance with Exhibit A, construction site logistics plan. Owner shall address public safety concerns that may intermittently result due to activities in close proximity to the pedestrian travel path by temporarily closing or modifying the pedestrian travel path, with notice and City approval at least two (2) days prior to such proposed closure or alteration.
10. Owner shall be responsible for providing appropriate lighting to alert and protect the traveling public, and is further responsible for the general cleanliness and appearance of the site. Owner is solely responsible for site security, and is responsible for securing the PROW at all times.
11. Owner must remedy any unsafe or unsatisfactory condition due to the use of the PROW, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Owner to vacate the PROW use permitted herein and return the sidewalk to City control.

12. Owner will, during any use of City PROW, use due care to protect City streets, utilities and all other public property and private utilities occupying the PROW.
13. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner five (5) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Owner's use of the public right of way and direct Owner to restore the right of way to the City's control.
14. Notices required by this Agreement shall be given as follows:

As to the Owner

Frank Leland Watkins

11 8th St S
Fargo, ND 58103
(701)-237-6251

As to the City:

City of Fargo Engineering
attn.: Kristy Schmidt
feng@fargond.gov
225 4th St N
Fargo, ND 58102
(701)-241-1545

15. Owner agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the PROW. Owner agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owner shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.
16. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
17. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
18. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

19. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
20. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
21. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
22. It is specifically agreed between the parties that this Right of Way Use Agreement may be recorded.
23. This Right of Way Use Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
24. Owner understands and agrees that the signature by the City Engineer is contingent upon approval from the Board of City Commissioners.

(Remainder of Page Intentionally Left Blank)

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

ATTEST

Steve Sprague, City Auditor

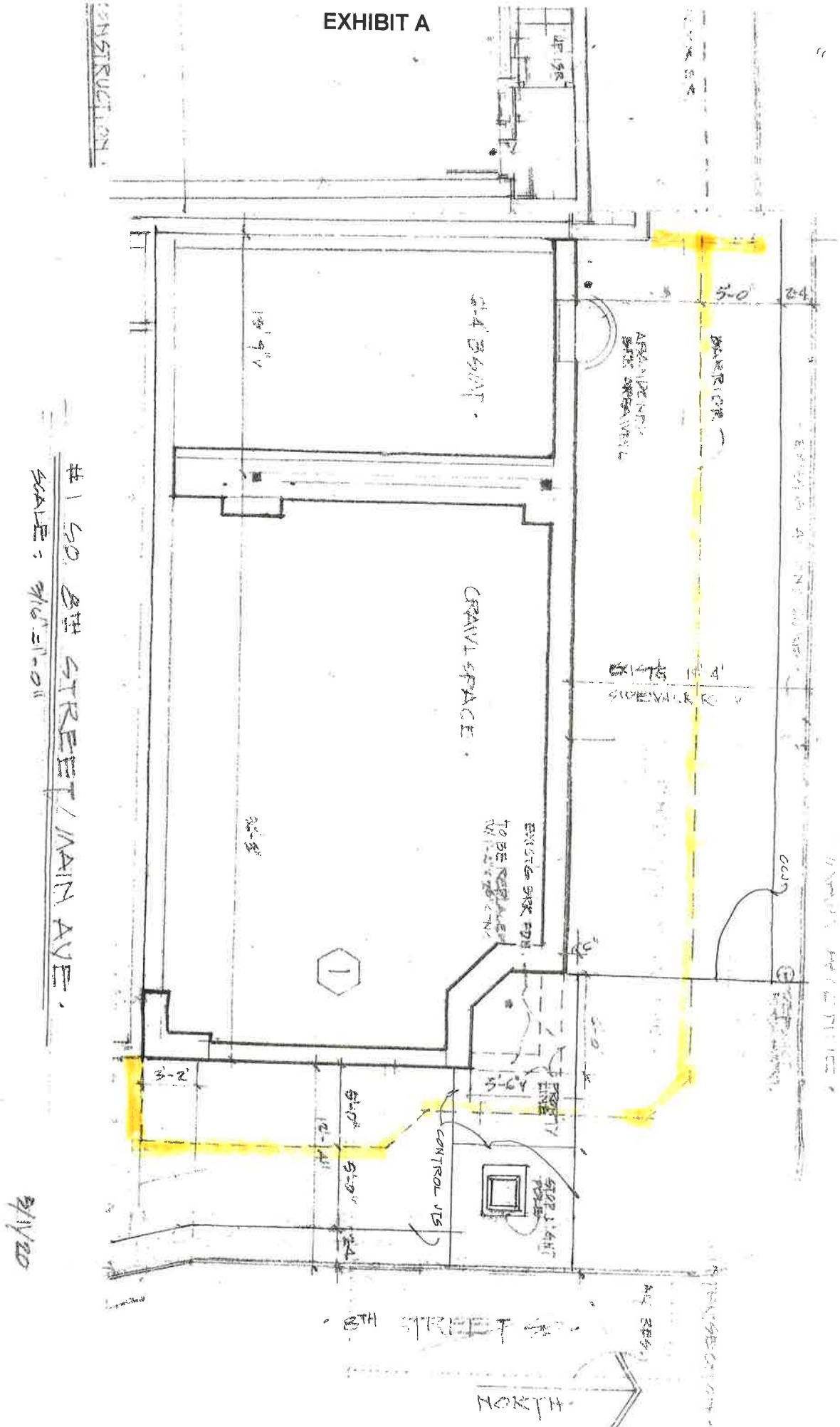
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

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



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(5)

Type: LOMR Payment Agreement

Location: Citywide

Date of Hearing: 5/11/2020

RoutingDate

City Commission

5/18/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed a communication from Civil Engineer, Jason Leonard, regarding a LOMR Payment Agreement for future LOMR Infrastructure requests incorporated into the City of Fargo Improvement Project.

Effective January 1, 2020, the current 2020 Fargo Infrastructure Funding Policy state the following revisions to the LOMR (Letter of Map Revisions) requirements; LOMR to be completed prior to Improvement Project or as part of Improvement Project. All costs for LOMR shall be paid for by Developer. No LOMR costs will be special assessed.

The LOMR Payment Agreement is to be used for all LOMR requested to be part of the City of Fargo Improvement Projects.

Staff is recommending approval.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of the LOMR Payment Agreement as amended to include a deposit of the full amount in lieu of a letter of credit and monthly payments.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the LOMR Payment Agreement to be used for future LOMR infrastructure requests incorporated into the City of Fargo Improvement Project.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jason Leonard, Civil Engineer II

Date: May 7, 2020

Re: LOMR Payment Agreement

Background:

Effective January, 1st 2020, the current 2020 Fargo Infrastructure Funding Policy state the following revisions to the LOMR (Letter of Map Revisions) requirements; LOMR to be completed prior to Improvement Project or as part of Improvement Project. All cost for LOMR shall be paid for by Developer. No LOMR costs will be special assessed.

To accommodate the 2020 Fargo Infrastructure Funding Policy staff has assembled a LOMR payment agreement for all LOMR requested to be part of the City of Fargo Improvement Project.

Recommended Motion:

Approve the LOMR Payment Agreement for future LOMR infrastructure requests incorporated into the City of Fargo Improvement Project.

Attachments

C: Brenda Derrig

LOMR Payment Agreement

THIS AGREEMENT, by and between City of Fargo, a North Dakota Municipal Corporation (“City”) and _____, a North Dakota _____ (“Developer”).

WHEREAS, Developer is developing _____ (name of property), located in the City; and

WHEREAS, Developer has retained the services of a professional engineer licensed in the state of North Dakota to design, engineer and develop a Letter of Map Revision (“LOMR”) plan for the Property; and

WHEREAS, City is constructing City infrastructure to serve the public in the new development, including but not limited to water, sewer, streets, lighting, sidewalk and incidentals; and

WHEREAS, Developer seeks to have the LOMR included in the contract to be bid and contracted by the City for the City infrastructure; and

WHEREAS, City Special Assessment Policy specifically provides that any and all LOMR work to be completed for a new development may not be special assessed by the City as a cost of the City project; and

WHEREAS, City is willing to include the LOMR work in its City contract under certain terms and conditions.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, Developer and City agree as follows:

1. Developer understands and agrees it is responsible for all costs associated with the LOMR work to be completed on the Property. A 4% oversight fee of the LOMR contract amount will be charged by the City of Fargo.

2. Developer shall contract directly with a licensed professional engineer in North Dakota to design, develop and engineer the LOMR plan for the Property (“LOMR Engineer”), to be included in the bid specifications for the City Infrastructure.

3. City shall include the Developer’s Engineer’s LOMR design specifications in the Construction Contract to be bid by City for the City Infrastructure.

4. Developer's LOMR Engineer shall be responsible for acceptance of the LOMR work completed by City's contractor.
5. Developer shall deposit the amount of the Engineer's Estimate for the LOMR work with the City at a time to be determined at the discretion of the City Engineer, but not later than Notice of Award.
6. City shall provide monthly billing reports for the LOMR work completed in accordance with the contract specifications.
7. City shall withdraw from the Developer's deposit the amount of the monthly report at the time the report is provided to the Developer.
8. City will provide a final billing statement at the completion and acceptance of the LOMR work.
9. City shall withdraw from the Developer Deposit the full cost of all LOMR work. Any balance in the Deposit amount will be promptly returned to the Developer. Any shortage at the time of final billing statement shall be paid by Developer to City not more than 30 days from the date of the final billing statement. Failure to make timely payment of the contracted LOMR work shall be cause for denial of any and all building permits in the Development.
10. The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
11. This Agreement will be construed and enforced in accordance with North Dakota law.
12. This Agreement will be construed as if prepared by both parties.
13. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.
14. This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the parties.
15. Neither party may transfer or assign this Agreement, or any rights or obligations under this Agreement, without the express written consent of the other party.
16. The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

17. Any modifications or amendments of this Agreement must be in writing and signed by the City and the Developer.

DATED this _____ day of _____, 2020.

Developer:

[illegible]

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the _____ of _____, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public
Cass County, ND

DATED this ____ day of _____, 2020.

CITY OF FARGO, a North Dakota
a municipal corporation,

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

ATTEST:

Steven Sprague, City Auditor

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 **Timothy J. Mahoney, M.D.**, and **Steven Sprague**, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND

COVER SHEET
CITY OF FARGO PROJECTS

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

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

SITE DRAINAGE IMPROVEMENTS

Project No. BP-00-57

Call for Bids May 18, 2020

Advertise Dates May 25, June 1 & 8, 2020

Bid Opening Date June 24, 2020

Substantial Completion Date September 1, 2020

Final Completion Date October 1, 2020

N/A PWPEC Report (Attach Copy) (Included in City Building Project Fund (402))

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Scott Olson

Phone No. (701) 476-6628

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
SITE DRAINAGE IMPROVEMENTS
PROJECT NO. BP-00-57

Nature & Scope

This building project is for re-grading of the north parking lot of the Cass County Public Health Building in Fargo, ND.

Purpose

Improve drainage of storm water run-off on the north side parking lot of the Cass County Public Health Building. Project includes installation of storm sewer and asphalt paving.

Feasibility

The estimated project cost is \$268,321.03.

Estimated Project Cost:

\$ 268,321.03

Funding:

City of Fargo – City Building Projects Fund (402)

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

①

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH APRIL 2020
(UNAUDITED)

	2020 BUDGET	2020 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 28,322,817	\$ 28,433,747	\$ 110,930
Licenses & Permits	1,163,792	1,303,012	139,220
Fines & Traffic Tickets	664,902	524,801	(140,101)
Intergovernmental Revenue	4,994,951	3,997,898	(997,053)
Charges for Services	3,244,824	2,652,413	(592,411)
Interest	1,183,328	1,157,768	(25,560)
Miscellaneous Revenue	502,832	159,298	(343,534)
Transfers In	4,803,328	4,469,222	(334,106)
Total Revenues	\$ 44,880,774	\$ 42,698,159	\$ (2,182,615)
EXPENDITURES:			
City Administrator	\$ 3,240,816	\$ 2,969,938	\$ 270,878
Finance	2,366,400	1,965,263	401,137
Planning & Development	1,359,039	1,302,692	56,347
Transit	2,645,785	2,333,783	312,002
Public Works	5,455,051	6,158,320	(703,269)
Fire Department	3,945,090	3,735,960	209,130
Police	6,717,020	6,590,168	126,852
Health	3,526,977	3,467,992	58,985
Library	1,469,261	1,412,488	56,773
Commission	231,740	224,291	7,449
Civic Center	133,615	173,028	(39,413)
Social Services	134,456	111,181	23,275
Capital Outlay	323,435	106,810	216,625
Vehicle Replacement/IT	107,164	97,195	9,969
Contingency	(524,376)	(1,911)	(522,465)
Transfers Out	3,391,861	2,696,308	695,553
Total Expenditures	\$ 34,523,334	\$ 33,343,506	\$ 1,179,828
Excess of Revenue Over (Under) Expenditures	\$ 10,357,440	\$ 9,354,653	\$ (1,002,787)

CITY OF Fargo Fire Department

8

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: MAY 13, 2020

SUBJECT: EXTENSION OF FMLA FOR FIREFIGHTER

On March 5, 2020 Firefighter Nick Mitchell underwent surgery for an injury not related to his position with the Fargo Fire Department. The recovery time for this injury is extending longer than originally anticipated. Firefighter Mitchell used six (6) weeks of FMLA leave last year for another qualifying event.

On April 14, 2020 Firefighter Mitchell exhausted his 12 weeks of FMLA allowed in a 12 month period. Prior to that date Firefighter Mitchell requested an extension of his FMLA leave. He was sent a letter April 1 that informed him I was granting a 30 day extension of his FMLA Leave until May 14, 2020.

On May 6, 2020 I received a request from Firefighter Mitchell to extend his FMLA Leave for an additional 90 days. City of Fargo policy requires that the Fargo City Commission approve any additional requests for FMLA Leave beyond what has already been granted.

This will be retroactive to May 14, 2020 and extend until August 12, 2020. This period could be shortened provided Firefighter Mitchell is cleared to return to work by his physician.

Recommended motion: Approve a 90 day extension of FMLA leave for Firefighter Nick Mitchell.

From: Firefighter Nick Mitchell

Date: 6 May 2020

Re: FMLA Extension Request

Dear members of the Fargo City Commission,

My name is Nick Mitchell and I have been an employee for the fire department for almost nine years. I had a knee surgery from a non-work-related injury on 5 March 2020. That surgery resulted in an unforeseen long recovery time. I have been on FMLA since the day of my operation. I am recovering well, but due to not being cleared to ride a fire apparatus yet, I have had to request an extension from Fire Chief Dirksen, which he graciously granted through 14 May 2020. I am now writing to you to make a formal request to extend my leave an additional ninety (90) days.

I am asking for that duration due to the unknown nature of when I will be physically fit enough from my recovery to ride a fire apparatus. Currently, there are no positions needed for me to work a transitional duty spot, although my doctor has cleared me to work within the confines of what might be needed. Due to the often intense nature of the work we do, I was told to not return to full duty until my doctor has decided I am at 100%. Until I have recovered enough to resume my duties within the fire department, I was requested to remain on leave past my current FMLA expiration date by Chief Dirksen. I humbly ask for your approval to extend my leave another ninety days to allow me to keep my position within the department until I can return in any capacity. I have the appropriate amounts of sick leave and vacation built up to accommodate such a large amount of time, if you deem it necessary. I appreciate both the fire department's and the city's accommodation in my FMLA process during this confusing time. Thank you for your consideration in this matter.

Very respectfully,

A handwritten signature in black ink, appearing to read 'Nick Mitchell', with a stylized, cursive script.


Nick Mitchell



9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 13, 2020

**RE: SERVICE AGREEMENT FOR A SHELTER MANAGER
BETWEEN NORTH DAKOTA DEPARTMENT OF EMERGENCY
SERVICES AND NORTH DAKOTA DEPARTMENT OF HUMAN
SERVICES AND FARGO CASS PUBLIC HEALTH FOR A TOTAL
NOT TO EXCEED \$26,000**

The service agreement is between ND Department of Emergency Services/ND Department of Human Services and Fargo Cass Public Health to provide funding for a COVID-19 Shelter Manager. The total funds not to exceed \$26,000.

If you have any questions, please contact me at 241-1380.

Suggested Motion: Move to approve memorandum of understanding between Sanford Medical Center, Fargo and Fargo Cass Public Health

DF/lls
Enclosure

SERVICE AGREEMENT FOR SHELTER MANAGER

The state of North Dakota, acting through its North Dakota Department of Emergency Services and North Dakota Department of Human Services (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

FARGO CASS PUBLIC HEALTH (Vendor), 1240 25th ST S, FARGO ND, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from April 15, 2020 through May 10, 2020. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall provide COVID-19 Homeless Shelter Manager to manage the day-to-day operations of the shelter.

The Homeless Shelter Manager duties and responsibilities include the following:

- a. Consistent coverage for assigned shifts working within the team and independently to complete all shift tasks.
- b. Monitor and supervise shelter and resident affairs, assists residence of the shelter with needs and questions, and maintain shelter order.
- c. Receive new residence, ensure intake processes are completed, and provide orientation for new residence as needed.
- d. Enforce shelter policies and follow staff policies and procedures.
- e. Perform general administrative functions, such as responding to inquiries in a professional manner. Provide appropriate information and referrals for those who need other resources.
- f. Monitor the activities of clients to ensure the safety of clients and staff.
- g. Help clients resolve any issues as they may arise.
- h. Provide crisis intervention as needed, including determining when it is necessary to involve other staff, administration, or the authorities.
- i. Check in staff coming from other providers, including case managers, nurses, meal providers, etc.
- j. Ensure staff coming from other providers have brought the appropriate PPE for their work.

3. COMPENSATION

a. Payment

State, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by State, shall pay Vendor \$1,000 per day per location (full

24-hour service) for providing Homeless Shelter Manager. Total payment under this Agreement may not exceed \$26,000 per shelter. Vendor shall submit its request for reimbursement to State weekly. Vendor shall submit its final payment request to State no later than 30 days after the expiration or termination of this Agreement. Payment will only be made when there are residents at a hotel location as arranged by State. No payment will be made for days there are no residents.

b. Payment of Taxes by State

State is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. State will furnish certificates of exemption upon request by the Vender.

c. Purchasing Card

State may make a payment using a government credit card. Vender will accept a government credit card without passing the processing fees for the government credit card back to State.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 14 days written notice by either party, with or without cause.

b. Early Termination in the Public Interest

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

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

d. Termination for Cause

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

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

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

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

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

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this

Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or

fault, sole negligence, or intentional misconduct. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Vendor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

12. INSURANCE

- a. Vendor shall secure and keep in force during the term of this Agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
 - 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence.
 - 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Agreement.
 - 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- b. The insurance coverages listed above must meet the following additional requirements:
 - 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 - 3) The duty to defend, indemnify, and hold harmless the State under this Agreement shall not be limited by the insurance required in this Agreement.
 - 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies.
 - 5) The insurance required in this Agreement, through a policy or endorsement, shall include:

- a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative; and
 - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08.
- 6) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this Agreement is a material breach of contract entitling the State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

Fargo Cass Public Health
1240 25th St South
Fargo, ND 58103

OR ND Dept. of Emergency Services
Fraine Barracks Lane, Bldg 35
Bismarck, ND 58504

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

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

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

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement.

If any inconsistency exists 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 control.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

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

17. ASSIGNMENT

Neither party may assign this Agreement or the party's rights under this Agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

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

19. WORK PRODUCT, EQUIPMENT, AND MATERIALS

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

20. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

21. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

22. ATTORNEY FEES

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

23. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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

24. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

25. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

26. EXTENSION

State reserves the right to extend this Agreement for an additional period of time, not to exceed 90 days beyond the current termination date of this Agreement.

27. TIME IS OF THE ESSENCE

OWNER hereby acknowledges that time is of the essence for performance under this Agreement unless otherwise agreed to in writing by the parties.

FARGO CASS PUBLIC HEALTH

Signature 

Signature _____

By Desi Fleming 05/13/2020

By Timothy J. Mahoney

DATE

DATE

Its Public Health Director

Its City of Fargo, Mayor

45-6002069

Vendor's Federal Taxpayer Identification
Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF EMERGENCY
SERVICES

By _____
CODY SCHULZ
DEPUTY DIRECTOR

DATE

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES


By _____
CHRIS JONES
DIRECTOR

DATE

10

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 13, 2020

**RE: AGREEMENT FOR EMERGENCY GRANT WITH
DMF/IMPACT/ALEX STERN FOUNDATIONS FOR \$10,000**

The attached emergency grant agreement is from DMF/Impact/Alex Stern Foundations for \$10,000. These funds are for COVID-19 related needs.

If you have any questions, please contact me at 241-1380.

Suggested Motion: Move to approve the Agreement for Emergency Grant funds.

DF/lls
Enclosure

DMF/Impact/Alex Stern Foundations Emergency Grant Agreement


As a condition of an emergency grant of \$10,000 to Gladys Ray Shelter from the DMF/Impact/Alex Stern COVID-19 Critical Services Fund ("The Foundations") for **general operating expenses**, the grantee agrees:

1. To use the emergency grant funds only for charitable purposes supporting operations related to the COVID-19 pandemic and in accordance with state and federal rules and regulations.
2. That no part of the grant shall be used to:
 - a. Carry on propaganda or otherwise attempt to influence legislation;
 - b. Influence the outcome of any public election;
 - c. Undertake any activity for any purpose other than a charitable purpose as defined by the Internal Revenue Service; and
 - d. Provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.
3. That the total amount of this grant may be recouped, when, in the sole judgment of The Foundations, such action is necessary to comply with requirements of the law or if the original conditions of the grant are not being fulfilled by the recipient.
4. To comply with information requirements of The Foundations by responding to requests for reports made by The Foundations.
5. That it is a 501(c)(3) tax-exempt organization in good standing with the Internal Revenue Service or it is a governmental entity within the state of ND or MN.
6. To permit The Foundations, at their request, to have complete access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant.
7. To notify The Foundations, in writing, of any potential conflicts of interest with The Foundations. Potential conflicts of interest noted should be submitted to J. Patrick Traynor at ptraaynor@dakmed.org.

The signatures below indicate acceptance of the conditions stipulated above.

Gladys Ray Shelter
(Name of Organization)

Print Name: Desi Fleming Title: Public Health Director


Signature:  Date: May 13, 2020



(11)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 11, 2020

**RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH FOR \$60,000 FOR THE
RYAN WHITE PART B PROGRAM NO.G19.650 CFDA NO.
93.917**

This is a request to approve the attached notice of grant award with the North Dakota Department of Health for Ryan White Part B Program, HIV Care Formula Grants. The total funds awarded is \$60000.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

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

DF/lls
Enclosure



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

Grant Number G19.650	CFDA Name HIV Care Formula Grants	CFDA Number 93.917
FAIN Number X07HA00043-30	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/10/2020
Federal Award Date 03/11/2020	Federal Awarding Agency Health Resources Services Administration (HRSA)	Grant End Date 3/31/2021

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 Ryan White Part B Program	North Dakota Department of Health (NDDoH) Project Code 2201 HLH3431-03 \$60,000
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch
Address 401 Third Ave N	Address 2635 E Main Ave
City/State/ZIP Code Fargo, ND 58102	City/State/ZIP Code Bismarck, ND 58501
Contact Name Larry Anenson	Contact Name Lindsey VanderBusch
Telephone Number 701-241-1360	Telephone Number 701.328.4555
Email Address LAnenson@FargoND.gov	Email Address lvanderbusch@nd.gov

Amount Awarded	NDDoH Cost Share	Grantee Cost Share	Total Costs
Previous Funds Awarded	\$60,000	\$0	\$60,000
Total Funds Awarded	\$0	\$0	\$0
	\$60,000	\$0	\$60,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input checked="" type="checkbox"/> Negotiated/Approved rate of 10 %

Scope of Service
 Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Treatment Extension Act of 2009 and the North Dakota Department of Health Ryan White Part B (RW) program have three performance goals. (1) strengthen and expand the health care safety net for people living with HIV; (2) expand availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision of effective and culturally competent health care services by health care providers. To assist HRSA and the RW program to meet all these goals, the Grantee agrees to provide essential core and supportive services to meet the needs of eligible clients living with HIV in North Dakota. Details about the reimbursable services and expectations are found in "Special Conditions" which is attached to this document. By signing this award, your agency is agreeable to performing/reimbursing for the services as listed for all enrolled clients: Outpatient/Ambulatory Health Services, Oral Health Care, Vision Assistance, Medical Nutrition Therapy, Medical Case Management, Medical Transportation.

Reporting Requirements
 Expenditures for reimbursement will be submitted using the "2020 RW Request for Reimbursement Form due by the 15th of the following month submitted via the North Dakota Program Reporting System (PRS). The expenditure reimbursement request for the period ending June 30, 2020 must be received by July 15, 2020. The final expenditure reimbursement request for the period ending March 31, 2021 must be received by May 15, 2021.

Special Conditions
 Financial obligation of the Department is contingent upon funds being made available by HRSA. Expenses incurred related to the scope of services of this agreement will be covered as early as 04/01/2020.

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 05/11/2020	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Kirby Kruger, Section Chief	
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.			

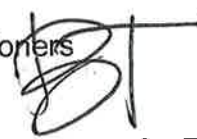


Fargo Inspections

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

(12)

Memorandum

DATE: 5/14/2020
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Administrator 
SUBJECT: Dangerous Building Notice and Order at 114 15 Street S., Fargo, ND 58103

This is to notify you that the property owner of 114 15 Street S., Fargo, ND 58103 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, June 1, 2020 as the time and date for the hearing regarding the dangerous building order for the structure at 114 15 Street S., Fargo, ND 58103.**

Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
701-476-6779 fax



NOTICE OF DANGEROUS BUILDING

TO: Richard K Nelson
1449 2 Avenue S.
Fargo, ND 58103

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 114 15 St S, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Fullers Addition, Block 6

(hereinafter referred to as "the building")

3. That an inspection was made of the building on February 20, 2020 by Bill Thompson, Building Inspector, and on February 20, 2020 by James Haley, Deputy Assessor, of the City of Fargo.
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.

A. James Haley, of the City of Fargo has deemed that the building has been damaged or deteriorated to the extent of more than fifty (50) percent of its original value prior to the damage or deterioration. Source: Fargo Municipal Code, Article 21-0402 concerning Dangerous Buildings.

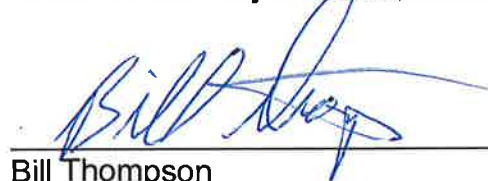
8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

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, 2018 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 5th day of March, 2020.

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 5th day of March, 2020.



Bill Thompson
Building Inspector
City of Fargo, ND

Conditions Found Statement

On , Building Inspector Bill Thompson, was present at 114 15 St S, Fargo, ND to address a complaint inspection. The following violations were found:

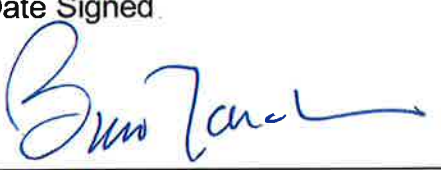
- Fascia is rotten/missing with signs of infestation.
- Foundation is showing signs of buckling.
- Roof is not water-tight with extensive water damage to interior.
- Property is being used for storage.
- There is no current water supply to the structure.
- Exterior is dilapidated.
- Volunteer growth around exterior or structure.



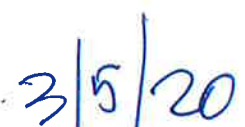
Bill Thompson
Building Inspector
City of Fargo, ND



Date Signed



Bruce Taralson
Inspections Director



Date Signed

May 18, 2020

The Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Authorization to award the 2020/2021 Highway Deicing Salt contract to Compass Minerals America, Inc.

Commissioners:

Proposals were received and opened on Thursday, April 30, 2020, in response to a Request for Proposal (RFP) issued by Public Works for "Furnishing and Delivering Bulk Highway Deicing Salt". One (1) sealed response was received. The contract for the 2019/2020 season had an extension option available for 2020/2021. Consideration was given to this option as well as the new proposal; both were reviewed and fully analyzed by a selection committee made up of three (3) members of the Public Works Department staff.

The proposals were evaluated on:

- Experience
- Product Costs
- Product Specifications

Through the evaluation process, it was identified that the proposals met both the "Experience" and "Product Specifications" requirements of the RFP. Based on the attached RFP price tabulation the selection committee is making a recommendation to award the 2020/2021 Highway Deicing Salt contract to Compass Minerals America, Inc. at a price of \$101.69 per ton.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP20080) to award the 2020/2021 Highway Deicing Salt contract to Compass Minerals America, Inc. at a price of \$101.69 per ton.

Respectfully submitted,



Paul Fiechtner
Public Works Services Manager

Bulk Highway Deicing Salt RFP BID Tab
Fargo Public Works - 2020/2021

Company	Option 1 Price (3000 ton)	Option 2 Price (2000 ton)	Total Option 1	Total Option 2	Total Cost (Op. 1&2)
Northern Salt Inc. (Contract Extension)	\$102.00	\$102.00	\$306,000.00	\$102,000.00	\$408,000.00
Compass Minerals America Inc.	\$101.69	\$101.69	\$305,070.00	\$101,690.00	\$406,760.00



(14)

PUBLIC WORKS/OPERATIONS

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

May 13, 2020

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

RE: RFP for Log Loader (RFP20052)

Commissioners:

On February 28th, 2020, proposals were received for one (1) Log Loader. Four proposals were submitted by four separate vendors.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Northern Truck	\$61,850.00
HIAB USA	\$79,934.00
Truck Utilities	\$81,019.00
Bert's Truck	\$81,395.00
State Bid Chassis	\$90,059.00

The review committee, consisting of Scott Liudahl, Tracy Zablotney, Ben Dow and Tanner Smedshammer, determined that all vendors met required specifications. Our recommendation is to purchase, based on lowest cost and meeting all specifications from Northern Truck of Fargo. Funding for this project is included in the 2020 Forestry Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Log Loader from Northern Truck of Fargo for the amount of \$151,909.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance



Request for Proposals (RFP20052)
Log Loader
2/28/2020

Proposal Evaluation Summary

	Berts Truck	Northern Truck	Truck Utilities	HIAB USA
Manufacture Model	Lemco 8000	Hood 7000	Barko 80XLS	HIAB J14S 79i
Purchase Price	\$93,395.00	\$81,850.00	\$89,519.00	\$104,934.00
Trade In	\$12,000.00	\$20,000.00	\$8,500.00	\$25,000.00
Total	<u>\$81,395.00</u>	<u>\$61,850.00</u>	<u>\$81,019.00</u>	<u>\$79,934.00</u>
Chassis/Log Loader Total	\$171,454.00	\$151,909.00	\$171,078.00	\$169,993.00
Est. Delivery	70-84	45-90	150	200
OPTIONS				
ICC Bumper	\$475.00			
Extended Warranty	N/A	\$1,500.00	N/A	\$2,050.00
Chassis	\$90,059.00	\$90,059.00	\$90,059.00	\$90,059.00

May 18, 2020

15

The Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Authorization to extend the 2017 Lawn Maintenance Services contracts with Valley Green & Associates and Glacier Snow Management Company for the 2020 mowing season.

Commissioners:

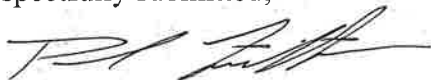
In March of 2017, Public Works issued a Request for Proposal (RFP) for lawn maintenance services for the 2017 mowing season at various locations throughout the city. Upon the closing of the RFP a committee made up of the Public Works Services Manager, Public Works Streets Supervisor, and Public Works Director reviewed the proposals received on the following criteria:

Work Performance "*references*" (15%),
Previous Work Experience (50%)
Price (35%) "*Attached Bid Tab*"

Based on the established evaluation criteria, contracts were extended to Valley Green & Associates and Glacier Snow Management Company. As part of the 2017 RFP, language was included that allows for four (4) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with both 2017 contract holders and at this time we are requesting authorization to extend their contracts for the 2020 mowing season under the same terms and pricing of the initial 2017 RFP (RFP17063 and RFP17155).

RECOMMENDED MOTION: I/we hereby move, based on the request for proposal (RFP17063 and RFP17155), to extend the initial 2017 lawn maintenance services contracts with Valley Green & Associates and Glacier Snow Management Company for the 2020 mowing season.

Respectfully submitted,



Paul Fiechtner
Public Works Services Manager

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2020. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extension.

II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

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City shall oversee the execution of this agreement and disbursing of funds.

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City will reimburse Contractor for services render per mowing event as shown in the attached Exhibit A. All final invoices shall be submitted no later than December 1 of the contract year.

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Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/12/20

Valley Green & Associates

[Signature]

By: Nicole Seaberg

Its: Vice President

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT A

Valley Green Mowing*Valley Green*

Location	Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
Harwood Groves		
1 801 Harwood Drive South	\$11.33	\$55.62
2 707 Harwood Drive South	\$11.33	\$55.62
3 701 Harwood Drive South	\$11.33	\$55.62
4 619 Harwood Drive South	\$11.33	\$55.62
5 601 Harwood Drive South	\$11.33	\$55.62
6 517 Harwood Drive South	\$11.33	\$55.62
7 509 Harwood Drive South	\$11.33	\$55.62
8 502 Harwood Drive South	\$11.33	\$55.62
9 501 Harwood Drive South	\$11.33	\$55.62
10 437 Harwood Drive South	\$11.33	\$55.62
11 520 Hackberry Drive South	\$11.33	\$55.62
12 602 Hackberry Drive South	\$11.33	\$55.62
13 610 Hackberry Drive South	\$11.33	\$55.62
14 618 Hackberry Drive South	\$11.33	\$55.62
15 626 Hackberry Drive South	\$11.33	\$55.62
16 702 Hackberry Drive South	\$11.33	\$55.62
17 720 Hackberry Drive South	\$11.33	\$55.62
18 726 Hackberry Drive South	\$11.33	\$55.62
19 802 Hackberry Drive South	\$11.33	\$55.62
20 1100/1200 Block Harwood Drive (Islands/3 Total)	\$11.33	\$55.62
	\$226.60	\$1,112.40

Burrit-Kennedy Addition

21 3506 River Drive South	\$8.24	\$50.47
22 3512 River Drive South	\$8.24	\$50.47
23 3518 River Drive South	\$8.24	\$50.47
24 3524 River Drive South	\$8.24	\$50.47
25 3532 River Drive South	\$8.24	\$50.47
26 3538 River Drive South	\$8.24	\$50.47
27 3602 River Drive South	\$8.24	\$50.47
28 3610 River Drive South	\$8.24	\$50.47
29 3618 River Drive South	\$8.24	\$50.47
30 3626 River Drive South	\$8.24	\$50.47
31 3632 River Drive South	\$8.24	\$50.47
32 3638 River Drive South	\$8.24	\$50.47
33 3644 River Drive South	\$8.24	\$50.47
34 3650 River Drive South	\$8.24	\$50.47
35 3656 River Drive South	\$8.24	\$50.47
36 3662 River Drive South	\$8.24	\$50.47
37 3668 River Drive South	\$8.24	\$50.47
38 3674 River Drive South	\$8.24	\$50.47
39 3676 River Drive South	\$8.24	\$50.47
40 3702 River Drive South	\$8.24	\$50.47
41 3714 River Drive South	\$8.24	\$50.47
42 3720 River Drive South	\$8.24	\$50.47
43 3726 River Drive South	\$8.24	\$50.47
44 3732 River Drive South	\$8.24	\$50.47
45 3738 River Drive South	\$8.24	\$50.47
46 3802 River Drive South	\$8.24	\$50.47
47 3808 River Drive South	\$8.24	\$50.47
48 3820 River Drive South	\$8.24	\$50.47
49 3830 River Drive South	\$8.24	\$50.47
50 3832 River Drive South	\$8.24	\$50.47
51 3838 River Drive South	\$8.24	\$50.47
52 3842 River Drive South	\$8.24	\$50.47
53 3902 River Drive South	\$8.24	\$50.47
54 3908 River Drive South	\$8.24	\$50.47
55 3914 River Drive South	\$8.24	\$50.47
56 3920 River Drive South	\$8.24	\$50.47
57 3926 River Drive South	\$8.24	\$50.47
58 1213 El Cano Drive South	\$40.00	\$65.00
	\$344.88	\$1,932.39

University Drive, 32nd Ave - Rose Coulee

59 University Drive S. Center Islands (7 islands)	\$100.00	\$205.00
60 University Drive West Frontage Road (3 islands)	\$55.00	\$115.00

61	University Drive East Boulevard from 3534 to 40th Avenue	\$40.00	\$85.00
		\$195.00	\$405.00
	Rosewood Park Addition		
62	4117 15th Street South	\$10.30	\$40.17
63	4120 15th Street South	\$10.30	\$40.17
64	4123 15th Street South	\$10.30	\$40.17
65	4126 15th Street South	\$10.30	\$40.17
66	4122 17th Street South	\$10.30	\$40.17
67	4127 17th Street South	\$10.30	\$40.17
68	4128 17th Street South	\$10.30	\$40.17
		\$72.10	\$281.19
	Rose Creek 2nd Addition		
69	2130 Sterling Rose Lane South	\$10.30	\$80.34
		\$10.30	\$80.34
	Rose Creek 4th Addition		
70	4609 Rose Creek Parkway South	\$19.57	\$47.38
71	4603 Rose Creek Parkway South	\$19.57	\$47.38
72	4602 Rose Creek Parkway South	\$19.57	\$47.38
		\$58.71	\$142.14
	Oak Creek		
73	4497 Oakcreek Drive South	\$9.27	\$45.32
74	4493 Oakcreek Drive South	\$9.27	\$45.32
75	4489 Oakcreek Drive South	\$9.27	\$45.32
76	4485 Oakcreek Drive South	\$9.27	\$45.32
77	4481 Oakcreek Drive South	\$9.27	\$45.32
78	4477 Oakcreek Drive South	\$9.27	\$45.32
79	4473 Oakcreek Drive South	\$9.27	\$45.32
80	4469 Oakcreek Drive South	\$9.27	\$45.32
81	4465 Oakcreek Drive South	\$9.27	\$45.32
82	4461 Oakcreek Drive South	\$9.27	\$45.32
83	4457 Oakcreek Drive South	\$9.27	\$45.32
84	4453 Oakcreek Drive South	\$9.27	\$45.32
85	4449 Oakcreek Drive South	\$9.27	\$45.32
		\$120.51	\$589.16
	Coulee's Crossing		
86	4603 25th Street South	\$14.42	\$53.36
87	4733 Douglas Drive South	\$14.42	\$53.36
88	4741 Douglas Drive South	\$14.42	\$53.36
89	4749 Douglas Drive South	\$14.42	\$53.36
90	4769 Douglas Drive South	\$36.05	\$53.36
91	2593 Rose Creek Parkway South	\$14.42	\$53.36
92	2596 Rose Creek Parkway South	\$14.42	\$53.36
		\$122.57	\$373.52
	Copperfield Court		
93	4003 Copperfield Court South	\$21.63	\$50.47
94	4009 Copperfield Court South	\$21.63	\$50.47
95	4015 Copperfield Court South	\$21.63	\$50.47
96	4021 Copperfield Court South	\$21.63	\$50.47
97	4027 Copperfield Court South	\$21.63	\$50.47
98	4033 Copperfield Court South	\$21.63	\$50.47
		\$129.78	\$302.82
	Prairie Rose Addition		
99	3173 40th Avenue South	\$12.36	\$21.63
100	3930 33rd Street South	\$12.36	\$21.63
101	3932 33rd Street South	\$12.36	\$21.63
102	3934 33rd Street South	\$12.36	\$21.63
103	3936 33rd Street South	\$12.36	\$21.63
104	3938 33rd Street South	\$12.36	\$21.63
105	3942 33rd Street South	\$12.36	\$21.63
106	3944 33rd Street South	\$12.36	\$21.63
107	3201 39th Avenue South	\$12.36	\$21.63
108	3204 39th Avenue South	\$12.36	\$21.63
109	3209 39th Avenue South	\$12.36	\$21.63
110	3210 39th Avenue South	\$12.36	\$21.63
111	3215 39th Avenue South	\$12.36	\$21.63
112	3221 39th Avenue South	\$12.36	\$21.63
113	3227 39th Avenue South	\$12.36	\$21.63
114	3233 39th Avenue South	\$12.36	\$21.63
115	3301 39th Avenue South	\$12.36	\$21.63
116	3305 39th Avenue South	\$12.36	\$21.63
117	3309 39th Avenue South	\$12.36	\$21.63

118	3311 39th Avenue South	\$12.36	\$21.63
119	3315 39th Avenue South	\$12.36	\$21.63
120	3321 39th Avenue South	\$12.36	\$21.63
121	3333 39th Avenue South	\$12.36	\$21.63
122	3339 39th Avenue South	\$12.36	\$21.63
123	3347 39th Avenue South	\$12.36	\$21.63
124	3355 39th Avenue South	\$12.36	\$21.63
125	3361 39th Avenue South	\$12.36	\$21.63
125	3365 39th Avenue South	\$12.36	\$21.63
126	3369 39th Avenue South	\$12.36	\$21.63
127	3373 39th Avenue South	\$12.36	\$21.63
128	3401 39th Avenue South	\$12.36	\$21.63
129	3405 39th Avenue South	\$12.36	\$21.63
130	3409 39th Avenue South	\$12.36	\$21.63
131	3415 39th Avenue South	\$12.36	\$21.63
132	3419 39th Avenue South	\$12.36	\$21.63
133	3423 39th Avenue South	\$12.36	\$21.63
134	3427 39th Avenue South	\$12.36	\$21.63
		\$457.32	\$800.31
University Drive Rose Coulee - 52nd Ave			
59	University Drive S. Center Islands (6 islands)	\$35.00	\$94.30
60	University Drive East Boulevard from 49th Ave - 52nd Ave	\$25.00	\$59.50
61	52nd Ave Center Islands from Red River - 25th Street (4 islands)	\$30.00	\$80.00
62	52nd Ave South Frontage Road/ South Boulevard from University Drive - 18th Street	\$45.00	\$178.50
63	52nd Ave South Boulevard/Area to Fence from 18th Street - 20th Street	\$25.00	\$61.25
64	25th Street Center Island between Rose Creek Blvd S - 52nd Avenue (1 island)	\$25.00	\$71.75
		\$185.00	\$545.30
River Vili			
65	1136 55th Avenue South	\$8.24	\$33.99
66	1130 55th Avenue South	\$8.24	\$33.99
67	1124 55th Avenue South	\$8.24	\$33.99
68	1118 55th Avenue South	\$8.24	\$33.99
69	1112 55th Avenue South	\$8.24	\$33.99
70	1106 55th Avenue South	\$8.24	\$33.99
71	1100 55th Avenue South	\$8.24	\$33.99
72	5442 11th Street South	\$8.24	\$33.99
73	5436 11th Street South	\$8.24	\$33.99
74	5430 11th Street South	\$8.24	\$33.99
75	5424 11th Street South	\$8.24	\$33.99
76	5418 11th Street South	\$8.24	\$33.99
77	5412 11th Street South	\$8.24	\$33.99
78	5406 11th Street South	\$8.24	\$33.99
79	5400 11th Street South	\$8.24	\$33.99
80	University Drive from 52nd Avenue - 58th Avenue, Island and 2 Boulevards	\$25.00	\$35.00
		\$148.60	\$544.85
Chrisan 2nd			
81	1213 71st Avenue South	\$28.84	\$112.27
82	7005 South University Drive	\$28.84	\$112.27
83	7013 South University Drive	\$28.84	\$112.27
84	7305 University Drive S.	\$46.35	\$114.33
		\$132.87	\$451.14
25th Street S., 58th Avenue - 64th Avenue			
85	25th Street S. West Frontage Road	\$40.00	\$157.85
		\$40.00	\$157.85
38th Street S., 52nd Avenue - 56th Avenue			
86	38th Street S., 52nd Avenue - 56th Avenue Center Islands (4 islands)	\$35.00	\$70.00
		\$35.00	\$70.00
Dakota West 2nd Addition			
87	1703 52nd Street South	\$61.80	\$114.33
88	1705 52nd Street South	\$61.80	\$114.33
		\$123.60	\$228.66
40th Avenue S.			
89	South Boulevard 42nd Street - 45th Street	\$90.00	\$326.38
90	43rd Street 2 Islands and West Boulevard	\$25.00	\$76.00
91	4010 43rd Street S.	\$35.00	\$115.00
92	3949 40th Avenue S. (Boulevard and 15' North of Sidewalk)	\$20.00	\$63.00
		\$170.00	\$580.38
Osgood			
93	6636 40th Avenue S.	\$36.05	\$141.11

94	4001 66th Street S.	\$36.05	\$141.11
95	4002 66th Street S.	\$36.05	\$141.11
96	6000 40th Avenue S.	\$36.05	\$141.11
97	4251 Veterans Boulevard S.	\$36.05	\$141.11
98	4475 Veterans Boulevard S.	\$36.05	\$141.11
99	5650 44th Avenue S.	\$36.05	\$141.11
100	5697 44th Avenue S.	\$36.05	\$141.11
101	4104 55th Street S.	\$36.05	\$141.11
102	Veterans Blvd, 40th - 48th Ave(3 Islands)	\$36.05	\$141.11
103	40th Ave. S, Drain 27 - 63rd St. (6 Islands)	\$36.05	\$141.11
104	40th Ave. S, Drain 27 - 45th St. (3 Islands) - We did this one last year	\$45.00	\$52.00
		\$441.55	\$1,604.21
Rocking Horse/McMahon			
105	Two Retention Ponds	\$300.00	
		\$300.00	\$0.00
Veterans			
106	48th Avenue to 52nd Avenue	\$60.00	\$94.75
	36th Ave & Veterans	\$25.00	\$55.00
		\$85.00	\$149.75
Old BSE Buildings			
107	105 25th ST N	\$106.88	\$153.75
108	2401 3rd Ave N	\$72.50	95.13
		\$179.38	\$248.88
Total:		\$3,578.77	\$10,600.29

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Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.


XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/12/20

Glacier Snow Management Company

By: DON NELSON
Its: 

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT A

*Glacier Mowing**Glacier Snow Management*

Location	Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
----------	--------------------------------	----------------------------

Riverwood Addition

1	4633 Riverwood Drive North	\$22.00	\$51.00
2	4525 Riverwood Drive North	\$22.00	\$51.00
3	4477 Riverwood Drive North	\$22.00	\$51.00
		\$66.00	\$153.00

Red River Addition

4	3953 10th Street N.	\$11.00	\$51.00
5	3913 10th Street N.	\$11.00	\$51.00
6	3845 10th Street N.	\$11.00	\$51.00
7	3753 10th Street N.	\$11.00	\$51.00
8	3733 10th Street N.	\$11.00	\$51.00
9	3731 10th Street N.	\$11.00	\$51.00
10	3729 10th Street N.	\$11.00	\$51.00
11	3727 10th Street N.	\$11.00	\$51.00
12	3725 10th Street N.	\$11.00	\$51.00
13	3715P 10th Street N.	\$11.00	\$51.00
		\$110.00	\$510.00

Broadway North 1st Addition

14	665 Royal Oaks Drive North	\$23.50	\$70.00
15	683 Royal Oaks Drive North	\$23.50	\$45.00
16	701 Royal Oaks Drive North	\$23.50	\$67.00
17	709 Royal Oaks Drive North	\$23.50	\$55.00
18	747 Royal Oaks Drive North	\$23.50	\$45.00
18a	749 Royal Oaks Drive North	\$23.50	\$45.00
		\$117.50	\$327.00

40th Avenue N.

19	10th Street N.	\$39.50	
20	University Drive	\$39.50	
		\$79.00	\$0.00

Bison Village

21	32nd Avenue N/9 1/2 Street	\$35.00	
		\$35.00	\$0.00

Edgewood Estates

22	3467 Grandwood Drive N.	\$129.80	\$325.00
		\$129.80	\$325.00

Golf Course 5th

23	32nd Avenue NE/Eagle Street	\$21.70	
		\$21.70	\$0.00

Edgewood 1st Addition

24	2921 2nd Street North	\$12.10	\$30.00
25	2922 2nd Street North	\$12.10	\$30.00
26	2925 2nd Street North	\$12.10	\$30.00
27	2926 2nd Street North	\$12.10	\$30.00
		\$48.40	\$120.00

Woodcrest Addition

28	160 North Woodcrest Drive N.	\$17.60	\$82.00
29	166 North Woodcrest Drive N.	\$17.60	\$82.00
30	173 South Woodcrest Drive N.	\$17.60	\$190.00
31	179 South Woodcrest Drive N.	\$17.60	\$82.00
32	192 North Woodcrest Drive North	\$17.60	\$82.00
33	198 North Woodcrest Drive North	\$17.60	\$82.00
34	204 North Woodcrest Drive North	\$17.60	\$82.00
		\$123.20	\$682.00

Ridgewood Addition

35	101 Woodland Drive North	\$6.60	\$21.00
36	97 Woodland Drive North	\$6.60	\$21.00
37	93 Woodland Drive North	\$6.60	\$21.00
38	89 Woodland Drive North	\$6.60	\$21.00
39	85 Woodland Drive North	\$6.60	\$21.00
40	81 Woodland Drive North	\$6.60	\$21.00
41	75 Woodland Drive North	\$6.60	\$21.00
42	69 Woodland Drive North	\$6.60	\$21.00
43	63 Woodland Drive North	\$6.60	\$21.00
44	55 Woodland Drive North	\$6.60	\$21.00
45	51 Woodland Drive North	\$6.60	\$21.00
46	45 Woodland Drive North	\$6.60	\$21.00
47	41 Woodland Drive North	\$6.60	\$21.00
48	37 Woodland Drive North	\$6.60	\$21.00
49	31 Woodland Drive North	\$6.60	\$21.00
50	25 Woodland Drive North	\$6.60	\$21.00
51	19 Woodland Drive North	\$6.60	\$21.00
52	15 Woodland Drive North	\$6.60	\$21.00
53	7 Woodland Drive North	\$6.60	\$21.00
54	1625 Elm Street	\$6.60	\$21.00
55	1619 Elm Street	\$6.60	\$21.00
56	1613 Elm Street	\$6.60	\$21.00
57	1607 Elm Street	\$6.60	\$21.00
58	1601 Elm Street (Boulevard Only)	\$6.60	\$21.00
59	1519 Elm Street (Boulevard Only)	\$6.60	\$21.00
60	1501 Elm Street (Boulevard Only)	\$6.60	\$21.00
		\$171.60	\$546.00

Bernard Holes 2nd

61	1330 Elm Street	\$9.90	\$27.00
62	1326 Elm Street	\$9.90	\$27.00
63	1322 Elm Street	\$9.90	\$27.00
64	1318 Elm Street	\$9.90	\$27.00
65	1314 Elm Street	\$9.90	\$27.00
66	1313 Elm Street	\$9.90	\$27.00
67	1341 Oak Street	\$9.90	\$27.00
68	1333 Oak Street	\$9.90	\$27.00
		\$79.20	\$216.00

Bernard Holes 2nd

69	1367 Elm Circle	\$9.90	\$95.00
		\$9.90	\$95.00

Oak Grove Addition

70	723 North River Road	\$5.50	\$17.00
71	724 North River Road	\$5.50	\$17.00
72	16 North Terrace	\$5.50	\$17.00
73	18 North Terrace	\$5.50	\$17.00
74	24 North Terrace	\$5.50	\$17.00
75	26 North Terrace	\$5.50	\$17.00
76	40 North Terrace	\$5.50	\$17.00
77	42 North Terrace	\$5.50	\$17.00
78	44 North Terrace	\$5.50	\$17.00
79	46 North Terrace	\$5.50	\$17.00
80	60 North Terrace	\$5.50	\$17.00
81	62 North Terrace	\$5.50	\$17.00
82	64 North Terrace	\$5.50	\$17.00
83	66 North Terrace	\$5.50	\$17.00
84	68 North Terrace	\$5.50	\$17.00
85	70 North Terrace	\$5.50	\$17.00
86	135 South Terrace	\$5.50	\$17.00
87	129 South Terrace	\$5.50	\$17.00
88	125 South Terrace	\$5.50	\$17.00
89	99 South Terrace	\$5.50	\$17.00
90	95 South Terrace	\$5.50	\$17.00
91	93 South Terrace	\$5.50	\$17.00
92	87 South Terrace	\$5.50	\$17.00
93	83 South Terrace	\$5.50	\$17.00
94	79 South Terrace	\$5.50	\$17.00
95	63 South Terrace	\$5.50	\$17.00
96	53 South Terrace	\$5.50	\$17.00
97	49 South Terrace	\$5.50	\$17.00
98	45 South Terrace	\$5.50	\$17.00
99	41 South Terrace	\$5.50	\$17.00
100	37 South Terrace	\$5.50	\$17.00
101	33 South Terrace	\$5.50	\$17.00
102	31 South Terrace	\$5.50	\$17.00
103	27 South Terrace	\$5.50	\$17.00
104	23 South Terrace	\$5.50	\$17.00
105	17 South Terrace	\$5.50	\$17.00

106	9 Lower Terrace	\$5.50	\$17.00
107	6th Avenue N. & Elm Street (Island)	\$5.50	\$17.00
		\$209.00	\$646.00

Goldberg 1st

108	38th Street N./12th Avenue (North)	\$55.00	
109	38th Street N./12th Avenue (South)	\$182.00	
		\$237.00	\$0.00

Goldberg 2nd

110	40th Street N./15th Avenue (Islands)	\$35.00	
		\$35.00	\$0.00

Sheyenne Industrial

111	4630 15th Avenue N.	\$35.00	
		\$35.00	\$0.00

MNPF Addition

112	1600 7th Avenue N. (North)	\$20.00	
113	1600 7th Avenue N. (South)	\$20.00	
114	2109 3rd Avenue N.	\$20.00	
115	20th Street N./19th Street N.	\$20.00	
		\$80.00	\$0.00

Arnesons Addition

116	319 18th Street S.	\$6.60	\$20.00
117	321 18th Street S.	\$6.60	\$20.00
		\$13.20	\$40.00

Woodruffs Addition

118	321 10th Avenue South	\$12.10	\$28.00
119	1114 4th Street South	\$12.10	\$28.00
120	1118 4th Street South	\$12.10	\$28.00
121	1124 4th Street South	\$12.10	\$28.00
		\$48.40	\$112.00

Westfield 1st

122	4680 10th Avenue S. /1004 47th Street S.	\$74.50	
		\$74.50	\$0.00

Scheel's All Sport

123	4755 16th Avenue S.	\$113.50	
		\$113.50	\$0.00

Dakota Land 2nd

124	1837 35th Street S.	\$54.72	
		\$54.72	\$0.00

23rd Avenue S.

125	5100 Blk 23rd Avenue S. (Islands)	\$31.50	
		\$31.50	\$0.00

West 29th 1st

119	4120 30th Avenue S.	\$63.50	
		\$63.50	\$0.00

Belmont Park Addition

120	1330 South River Road	\$12.10	\$41.00
121	1334 South River Road	\$12.10	\$41.00
122	1342 South River Road	\$12.10	\$41.00
123	1348 South River Road	\$12.10	\$41.00
124	1408 South River Road	\$12.10	\$41.00
125	1414 South River Road	\$12.10	\$41.00
125	1422 South River Road	\$12.10	\$65.00
126	1430 South River Road	\$12.10	\$41.00
127	1436 South River Road	\$12.10	\$41.00
128	1442 South River Road	\$12.10	\$41.00
129	1450 South River Road	\$12.10	\$41.00
130	1454 South River Road	\$12.10	\$41.00
131	1462 South River Road	\$12.10	\$41.00
132	1510 South River Road	\$12.10	\$41.00
133	1518 South River Road	\$12.10	\$41.00
134	1522 South River Road	\$12.10	\$41.00
135	1525 South River Road	\$12.10	\$55.00
136	1528 South River Road	\$12.10	\$41.00
137	201 Lindenwood Drive South	\$12.10	\$41.00
138	233 Lindenwood Drive South	\$12.10	\$41.00
139	245 Lindenwood Drive South	\$12.10	\$41.00
140	305 Lindenwood Drive South	\$12.10	\$41.00
		\$266.20	\$940.00

Bohnsacks

141	1900 Blk 25th Street S.	\$18.00	
142	20 1/2 Avenue S.	\$29.00	
143	20th Avenue S.	\$104.50	
144	21st Avenue S.	\$121.75	
		\$273.25	\$0.00

Southwood Addition

145	814 Southwood Drive	\$7.70	\$42.00
146	810 Southwood Drive	\$7.70	\$42.00
147	806 Southwood Drive	\$7.70	\$42.00
148	718 Southwood Drive	\$7.70	\$42.00
149	714 Southwood Drive	\$7.70	\$42.00
150	710 Southwood Drive	\$7.70	\$42.00
151	706 Southwood Drive	\$7.70	\$42.00

152	618 Southwood Drive	\$7.70	\$42.00
153	614 Southwood Drive	\$7.70	\$42.00
154	610 Southwood Drive	\$7.70	\$42.00
155	606 Southwood Drive	\$7.70	\$42.00
156	602 Southwood Drive	\$7.70	\$42.00
157	517 Southwood Drive	\$7.70	\$42.00
158	510 Southwood Drive	\$7.70	\$42.00
159	Southwood Drive Islands (6 Total)	\$7.70	\$42.00
160	1100 Block 28th Avenue S. (Island)	\$7.70	\$42.00
		\$123.20	\$672.00

University Drive

161	University Drive 21st Ave - 24th Ave	\$81.00	
162	I-94 Tunnel North/South	\$17.50	
163	32nd Avenue and University	\$235.00	
		\$333.50	\$0.00

Total: **\$2,961.07** **\$5,384.00**

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

(19)

Requesting: CONSULTING ENGINEERING SERVICES

Proposal Improvement District No. BR-22-A0

Location: 32nd Ave S – 32nd St to University Dr

Date of Hearing: 5/11/2020

Requested Services: Environmental Clearance, Prelim Design, Final Plans, & Construction Administration

RoutingDate

City Commission

5/18/2020

Consultant File

Project File

Petitioners

Selection Committee

XX

Proposals were received from the following Consultants for this project:

Houston Engineering

Apex Engineering Group

KLJ

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Understanding of Project Objectives	10
Project Team's Experience with Similar Sized Projects	25
Project Team's Past Performance on Other Local Projects	25
Expertise of the Technical and Professional Staff assigned to Project	25
Cost Proposal	15
	<u>100</u>

This proposed project will reconstruct 32nd Ave South between 32nd St and University Drive. Engineering requested proposals from interested firms to provide Preliminary Engineering, Environmental Clearance for Federal Funds, Final Plans, and Construction Inspection. Preliminary Engineering, Environmental Clearance, and Public Involvement for the entire portion between 32nd St and University, Final Design Plans and Construction Administration to bid and build the section between 32nd St and approximately 22nd St. The total to complete all of this work is \$1,607,106. It is requested that the entire amount be authorized and Engineering would contract with the consultant in phases. Phase 1 would be Preliminary Engineering, Public Involvement, and Environmental Clearance at a cost of \$232,450. Phase 2 would be Final Plans with an estimated cost of \$283,866 and would be contracted at a later date. Phase 3 would be Construction Administration with an estimated cost of \$1,090,790 and would be contracted about the time the project is bid. The portion between 32nd St and 22nd St is scheduled for 2022 and the portion between 22nd St and University is scheduled for 2024. The Final Plans and Contract Administration for the 2024 construction could be advertised at a later date or negotiated with this Consultant.

The purpose of this project is to reconstruct the roadway and correct pavement deficiencies on a roadway that is over 30 years old, upgrade the storm sewer, line or replace sanitary sewer, and replace a portion of the water main that is outdated. Pedestrian safety is a concern on this stretch of road along with new ADA crossings. Public Works is performing a video inspection on the existing sanitary and storm sewer to determine the most cost effective method to rehabilitate or replace these City Utilities. The current storm sewer configuration causes some issues with manhole lids getting lifted off the manholes during heavy rainfall events. Upsizing storm sewer and detention might be a part of the project. A separate project to address the lift station at the storm sewer outfall will be developed in the future. The intersections along the corridor will be evaluated to determine the best layout and control to provide access but in a safe manner.

Staff met on May 11, 2020 to review proposals submitted for the project and selected Apex Engineering Group as the preferred firm for the project. The cost for this work is estimated to be \$1,607,106.

Selection Committee ROA
Improvement District No. BR-22-A0
5/11/2020 -- Page 2

RECOMMENDED MOTION

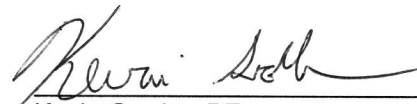
Concur with the Consultant Selection Committee and recommend contract award for consulting services to Apex Engineering.

PROJECT FINANCING INFORMATION:

Following review of the proposals and interviews, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Apex Engineering as the preferred firm for the project, for a total of \$1,607,106.

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tom Knakmuhs, Assistant City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Jeremy Gorden, Division Engineer - Transportation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Jason Leonard, Civil Engineer II – Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kevin Gorder, Division Engineer – Engineering Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Kevin Gorder, PE
Engineering Services Division Engineer

C: Rick Gunderson (HEI), Josh Olson (Apex), Travis Wieber (KLJ)

Attachment

BR-22-A0 Consultant Score Summary

		Understanding	Past Performance	Related Experience	Staff Expertise	Cost	Total
Reviewer #1	Apex	9	24	24	22	14	93
	Houston	9	23	22	21	15	90
	KLJ	10	24	24	23	10	91
Reviewer #2	Apex	9	23	24	22	14	92
	Houston	9	22	23	22	15	91
	KLJ	10	23	23	22	10	88
Reviewer #3	Apex	8	24	24	25	15	96
	Houston	8	21	22	24	15	90
	KLJ	10	24	24	25	10	93
Reviewer #4	Apex	9	25	25	25	15	99
	Houston	8	23	25	24	15	95
	KLJ	10	25	25	25	10	95
Reviewer #5	Apex	9	23	24	23	14	93
	Houston	8	23	23	23	15	92
	KLJ	10	23	24	23	10	90
					Apex	473	
					Houston	458	
					KLJ	457	

(20)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-20-C0 Type: Change Order #1

Location: 3 Ave N – Univ Dr to 10 St, 11 St – 2 Ave N Date of Hearing: 5/11/2020
to 4 Ave N, 12 St – 3 Ave N to 4 Ave N

<u>Routing</u>	<u>Date</u>
City Commission	5/18/2020
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #1 submitted by Apex Engineering in the amount of \$23,638.00 for additional work as requested.

Staff is recommending approval of Change Order #1 in the amount of \$23,638.00, bringing the total contract amount to \$258,838.00.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$23,638.00 to Apex Engineering.

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	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

COMMITTEE

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

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Engineer
Date: March 13, 2020
Re: Consultant Services #BR-20-C0 – Change Order # 1

Background:

Apex Engineering (Apex) was the design consultant for Improvement District #BR-20-C1. The original contract amount to complete the design and assist on design items during construction was \$235,200.00. With revisions requested by the City and an Addendum required during the bidding process, the original contract amount was exceeded.

To account for the revisions required through design and potential design assistance needed during construction Apex is requesting an additional \$23,638.00 as broken out below:

- Design - \$12,808
- Construction Support - \$10,830

Recommended Motion:

Approve the described Change Order #1 in the amount of \$23,638.00 bringing the total contract amount to \$258,838.00.

SEO/klb
Attachment

C: Thomas Knakmuhs



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

Engineering Services Agreement
Amendment No. 1
City of Fargo Project No. BR-20-C1

Project: 3rd Ave N from University Drive N to 10th St N, 12th St N from 3rd Ave N to 4th Ave N, 11th St N from 2nd Ave N to 4th Ave N
City of Fargo Project No. BR-20-C1
Apex Project No. 19.103.0104

Client: City of Fargo (Engineering Department)
Attn: Tom Knakmuhs, PE
Assistant City Engineer

Background/Description of Work:

Apex Engineering Group, Inc. was hired by the City of Fargo to provide engineering services for the above project on August 27, 2019. The following Scope of Services tasks are added or expanded with this Amendment request:

- Street design changes: At the 30% plan review meeting on 10/02/2019, the City requested that curb bulb-outs be added to the 11th St N and 12th St N intersections on 3rd Ave N. At the 95% plan review meeting on 11/25/2019, the City directed Apex to design vertical curves for the street profile high and low points. These changes increased the complexity of the street design beyond the original scope. **Amended Task = 5.06**

The addition of curb bulb-outs also increased the complexity of the storm sewer design. The original scope assumed 16 total storm sewer structures would be replaced in their existing locations. Because curb bulb-outs were added, the existing drainage system needed to be redesigned and inlets needed to be relocated. The final design included 24 total storm sewer structures with 9 being replaced in their original location and 15 being installed in new locations. The inlets in new locations required profile/invert design that was not anticipated as part of the original scope.

Amended Tasks = 5.04, 5.05

The City also directed Apex to prepare cross section plan sheets to include in the final plans. This work was not included in the original scope. **Amended Task = 5.12**

- Watermain changes & project limits: Comments were received from the City Mains & Hydrants Department on 01/14/2020, after final plans had been submitted. This included extending the project limits into the intersection of 2nd Ave N and 11th St N to replace watermain through the intersection. The additional work to design the watermain replacement, including pavement removal and replacement and additional traffic control, was not included in the original scope of work. Additional time was required for resubmittal of the final plans to address late comments. **Amended Tasks = 5.03, 5.05, 5.06, 5.09, 5.14, 5.15**

The additional scope and cost for these added or expanded tasks are represented in the following attachments:

1. Attachment #1 – Scope of Services for Amendment No. 1
2. Attachment #2 – Fee Estimate for Amendment No. 1

Fee Amendment Request:

The total fee for work completed as part of this Amendment:

Amendment No. 1 = **\$23,638**

The above described work has already been completed and the design phase has concluded. The fee requested will allow remaining budget to complete Task 6.0 Construction Support / Engineer of Record as originally included in the Scope of Services.

Contract Terms & Conditions:

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above described Amendment No. 1 and additional services described herein, including attachments, to be completed under the same Terms & Conditions of the Original Agreement signed by both parties and approved by the City of Fargo on August 27, 2019.

City of Fargo Authorization:

Signature: _____

Title: _____

Date: _____

Consultant:

Signature: Matthew T. Kinsella
Matthew T. Kinsella

Title: Vice President

Date: 2-26-20

Attachment #1
Amendment No. 1 – Scope of Services for
3rd Ave N – University Drive to 10th St N,
12th St N – 3rd Ave N to 4th Ave N,
and 11th St – 2nd Ave N to 4th Ave N
Engineering Contract # BR-20-C0
Improvement District # BR-20-C1

Apex Engineering Group, Inc.
Client: City of Fargo

AMENDMENT NO. 1 – SCOPE OF SERVICES

TASK 5: FINAL DESIGN AND PLAN PREPARATION

- 5.03 **Removals (Section 40) (AMENDED TASK):** Additional pavement and underground utility removal design, plan preparation, and quantity calculations were required to extend the project area into the 2nd Avenue N and 11th St N intersection.
- 5.04 **Storm and Sanitary Sewer Pipe and Structure Schedules (Section 50) (AMENDED TASK):** Additional plan preparation for storm sewer pipe runs and structures were necessary to accommodate drainage around the added curb bulb-outs.
- 5.05 **Utility Plan and Profiles (Section 55) (AMENDED TASK):** Additional storm sewer design, plan preparation, and quantity calculations were required due to the addition of curb bulb-outs, which increased the complexity of the street drainage system. The original scope assumed 16 total storm sewer structures would be replaced in their existing locations. The existing drainage system needed to be redesigned and inlets needed to be relocated to accommodate the bulb-outs. The final design included 24 total storm sewer structures with 9 being replaced in their original location and 15 being installed in new locations. The inlets in new locations required profile/invert design that was not anticipated as part of the original scope.
- Additional watermain design, plan preparation, and quantity calculation was required to extend watermain replacement through the intersection of 2nd Ave N and 11th St N.
- 5.06 **Paving Plan and Profile, Intersection Layouts, Sidewalk Layouts (Section 60) (AMENDED TASK):** Additional roadway design, plan preparation, and quantity calculations were required due to the addition of curb bulb-outs, vertical curves, and the extension of the project limits into the intersection of 2nd Ave N and 11th St N to accommodate watermain replacement. These design features were not included in the original scope.
- 5.09 **Work Zone Traffic Control and Phasing Plan (Section 100) (AMENDED TASK):** Additional temporary traffic control design and plan preparation was required to accommodate additional work added at the intersection of 2nd Ave N and 11th St N.

- 5.12 **Cross Sections (AMENDED TASK):** Additional time was required to refine cross sections and prepare plan sheets to include the cross sections in the contract plan documents. This section was not intended to be included in the plans as part of the original scope of work.
- 5.14 **Plan Submittals (95% & Final) (AMENDED TASK):** Additional time required to address comments received after the 95% plan review meeting and after final plan submittal. This includes the time to re-prepare final plan sheets and plan sets.
- 5.15 **Final Quantities (AMENDED TASK):** Additional time required to update final quantities based on comments and changes received after the 95% plan review meeting and after final plan submittal.

Area Project #19.103.010

Task No.	Classification	Principal Hourly Rate	Senior Engineer		Design Engineer II		Design Engineer		Sr. Eng. Tech		Engineering Tech		Sr. Survey Crew Chief		Survey Tech		Total Labor Cost	Total Hours		
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
5.00	Final Design and Plan Presentation	\$180.00																		
5.03	Remounts (Section 40)																			
5.04	Storm and Sanitary Sower Pipe and Structure Schedules (Section 60)																			
5.05	Utility Plan and Profiles (Section 55)																			
5.06	Paving Plan and Profiles, Intersection Layouts, Sidewalk Layouts (Section 60)																			
5.09	Work Zone Traffic Control and Preshaling Plan (Section 100)																			
5.12	Grass Sections																			
5.14	Plan Subtotals (95% & Final)																			
5.15	Final Quantities																			
Task 5 Subtotal			0	\$0	12	\$2,040	34	\$4,930	60	\$8,100	0	\$0	60	\$7,080	0	\$0	0	\$0	192	\$23,638
Total Labor Hours / Costs			0	\$0	12	\$2,040	34	\$4,930	60	\$8,100	0	\$0	60	\$7,080	0	\$0	0	\$0	192	\$23,638
																		Direct Expenses	\$0	
																		Total Estimate	\$23,638	

(21)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-20-C1 Type: Change Order #1

Location: 3 Ave N – Univ Dr to 10 St, 11 St – 2 Ave N Date of Hearing: 5/11/2020
to 4 Ave N, 12 St – 3 Ave N to 4 Ave N

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/18/2020</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 #1 for changes to the phasing sequence. No monetary adjustments or time extensions to the contract.

Staff is recommending approval of Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 for adjustments to the phasing sequence.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Engineer
Date: May 5, 2020
Re: BR-20-C1 – Change Order # 1

Background:

Improvement District #BR-20-C1 is for replacement of the water main, sanitary sewer, street reconstruction and incidentals on 3rd Avenue North from University Drive to 10th Street, 11th Street North from 2nd Avenue North to 4th Avenue North, and 12th Street North from 3rd Avenue North to 4th Avenue North.

KPH is the prime contractor for Improvement District #BR-20-C1.

Adjustment to Phasing Sequence

The project is broken down into four separate phases. The original contract stated; "Phases 1 and 2 must be complete in sequential order and shall not overlap at any time. Phases 3 and 4 may be construction concurrently following the completion of phases 1 and 2. Individual phase durations and access maintenance requirements apply regardless of phase overlap".

KPH has requested an adjustment to the phasing sequence to be in the following order:

Phase 1
Phase 3
Phase 2
Phase 4

The request also calls for an overlap of phases 1 and 3, and that phase 2 will not begin until phases 1 and 3 are completed. This adjustment will allow KPH to have multiple crews on site for a longer period and thus completing work more efficiently and individual phase durations will remain the same. This will require no monetary adjustment nor a completion date adjustment to the contract.

KPH originally intended on beginning construction on April 13. Given the current COVID-19 pandemic Engineering had requested that the start date be May 4 or after to better align with the recommendation from state government and CDC guidelines. Engineering agrees with allowing this phase sequence adjustment in part because the time saved with the proposed sequencing essentially offsets the delay in start date.

Recommended Motion:

Approve the described Change Order #1.

Attachment

C: Thomas Knakmuhs



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-20-C1	Change Order No	1
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals		
Date Entered	5/6/2020	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: Adjustment to Phasing Sequence

KPH has requested an adjustment to the phasing sequence to be in the following order:

- Phase 1
- Phase 3
- Phase 2
- Phase 4

The request also calls for an overlap of phases 1 and 3, and that phase 2 will not begin until phases 1 and 3 are completed. This adjustment will allow KPH to have multiple crews on site for a longer period and thus completing work more efficiently and individual phase duration's will remain the same. This will require no monetary adjustment nor a completion date adjustment to the contract.

KPH originally intended on beginning construction on April 13. Given the current COVID-19 pandemic Engineering had requested that the start date be May 4 or after to better align with the recommendation from state government and CDC guidelines. Engineering agrees with allowing this phase sequence adjustment in part because the time saved with the proposed sequencing essentially offsets the delay in start date.

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 (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 1 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										
0.00										
2,492,014.65										
2,492,014.65										



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
-------------------------------------	-------------------------------	--	----------------------------------	---------------------------------	---------------------------



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description	10/03/2020	0.00	0.00	10/03/2020	10/23/2020
APPROVED	<div data-bbox="370 1119 609 1728"> <div data-bbox="370 1119 492 1560">  Eric L. Odgers KPH Project Manager 5-07-20 </div> <div data-bbox="410 394 573 1077"> <div data-bbox="410 888 443 1077">Department Head</div> <div data-bbox="475 1003 508 1077">Mayor</div> <div data-bbox="540 1014 573 1077">Attest</div> <div data-bbox="410 394 492 1014">  5/13/2020 </div> </div> </div> <div data-kind="ghost"></div> <div data-kind="ghost"></div> <div data-kind="ghost"></div> <div data-kind="ghost"></div>				

(22)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-B1 Type: Change Order #16
 Location: 10 St N – 4 Ave N to 12 Ave N Date of Hearing: 5/11/2020

<u>Routing</u>	<u>Date</u>
City Commission	5/18/2020
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding Change Order #16 submitted by NDDOT in the amount of \$13,996.56 to remove and replace bird netting installed as part of this project.

Staff is recommending approval of Change Order #16 in the amount of \$13,996.56 (City Portion \$1,399.66).

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #16.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #16 in the amount of \$13,996.56 (City Portion \$1,399.66) to NDDOT.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer



Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Rick Larson, Project Manager

Date: May 6, 2020

Re: Improvement District No. BR-18-B1 – Change Order #16

Background:

Improvement District No. BR-18-B1 is a cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of 10th Street North from 4th Avenue to 12th Avenue. Portions of this project including the Water Main, Sanitary Sewer, and Storm Lift Station are 100% City Funds.

Master Construction is the Prime Contractor.

Change Order #16

- Remove and replace bird netting installed as part of this project. Due to snow load collecting from gaps in the bridge deck above during the first winter and construction equipment damage the following spring, this netting sustained irreversible damage and required replacement. Along with new netting, additional support cables and access zippers were also installed. BNSF Rail Road filled holes in the deck of the bridge to prevent future snow from collecting in the new netting. The total replacement cost is \$13,996.56.

The total cost of Change Order #16 is \$13,996.56, which is a participating project cost. The City's share of these participating items is 10% or \$1,399.66.

Recommended Motion:

Approve Change Order #16 in the amount of \$13,996.56 (City Portion: \$1,399.66) for Improvement District No. BR-18-B1.

RJL/klb
Attachment

C: Thomas Knakmuhs

Cost Breakdown

Original replacement cost as per bid item - \$25,640
Price bid by Key to replace, no mark-up - \$14,598.94
Additional cables and zippers - \$6,697.14

50% replacement cost, no mark-up - \$7,299.47
Additional cables and zippers, no mark-up - \$6,697.14
Total change order value - \$13,996.61

$(105.08 + 112.42) / 2 \times 32' \text{ wide} = 3480 \text{ SF}$

$\$13,996.61 / 3480 = \$4.022 / \text{SF}$

Since these prices come in under what the bid price was for the work per plans, this price is acceptable.

North Dakota Department of Transportation **Change Order**

Page 1 of 1

Change Order No: 16
SubProject: 4 STRUCTURE REPAIR

Project: UGP-NHU-CPU-8-081(038)927 PCN: 21168

County: Cass

For: GRADING, SALVAGED BASE, CONCRETE PAVING, STORM WATER

Contractor: MASTER CONSTRUCTION CO INC
PO BOX 788
FARGO, ND 58107-0788

Original Contract Amount:
\$7,103,169.83

Date Created: 09/04/2018

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
INCREASE TO BID ITEM								
PARTICIPATING (NHU FUNDS)								
930	7000	NETTING	SF	720.00	3,480.00	4.022*	13,996.56	
Net Increase or Decrease to Date			60,229.74	Part	33,305.71	Non-Part	TOTALS	13,996.56
						NON-PARTICIPATING		
						PARTICIPATING	13,996.56	

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The bird netting was partially damaged through the winter due to snow load coming through the deck of the railroad bridge. A lot more damage was done to the netting as construction progressed. Due to the additional damage, Master Construction will pay 50% of the cost of replacement. All new support cables and netting were installed. Additional cables, anchors and zippers are covered by the project.

CONTRACTOR

DATE

() Approval Recommended
PROJECT ENGINEER

() Approved
DATE

CITY/COUNTY/OTHER OFFICIAL

DATE

() Approval Recommended
DISTRICT ENGINEER

() Approved
DATE

REPRESENTING

DATE

() Approval Recommended
OFFICE OF OPERATIONS

() Approved
DATE

23

May 5, 2020

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

**Re: Memorandum of Offer to Landowner
Temporary Easement
Improvement District #BN-20-C1**

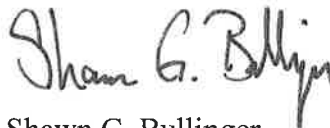
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-20-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Adam & Julie Hollingsworth** in association with Improvement District #BN-20-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department
Page 100

Project BN-20-C1	County Cass	Parcel(s) 01-8421-00070-000
Landowner Adam & Julie Hollingsworth		
Mailing Address 2704 64th Ave S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 305.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	305.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	305.00

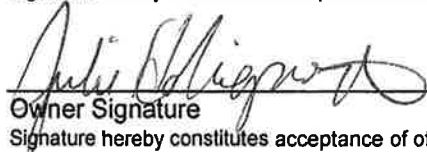
*Description of Damages to Remainder are as follows:

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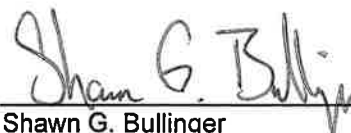
Owner Signature

Signature hereby constitutes acceptance of offer as presented above.



Owner Signature

Signature hereby constitutes acceptance of offer as presented above.



Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that ADAM AND JULIE HOLLINGSWORTH, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A 10-foot wide temporary construction easement located in the East Half of Lot 7 and Lot 8, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said East Half of Lot 7 and Lot 8.

Said easement area is shown as the shaded area on "Exhibit A", attached hereto, and contains 1,500 square feet, more or less, and is subject to any easements or rights of way previously recorded.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction

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

This easement shall terminate on December 1, 2020.

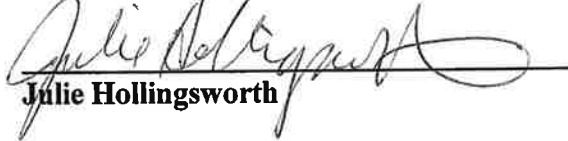
(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed
this 29 day of APRIL, 2020.

GRANTORS:



Adam Hollingsworth

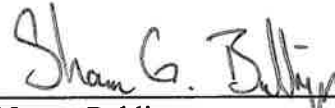
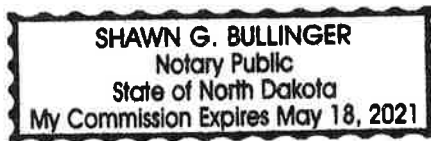


Julie Hollingsworth

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

On this 29 day of APRIL, 2020, before me, a notary public in and for said county and state, personally appeared Adam and Julie Hollingsworth described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)



Notary Public
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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 TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
Matthew M. Anderson, ND LS-27104, KLJ
32nd Avenue South, Suite 201
Fargo, ND 58103

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

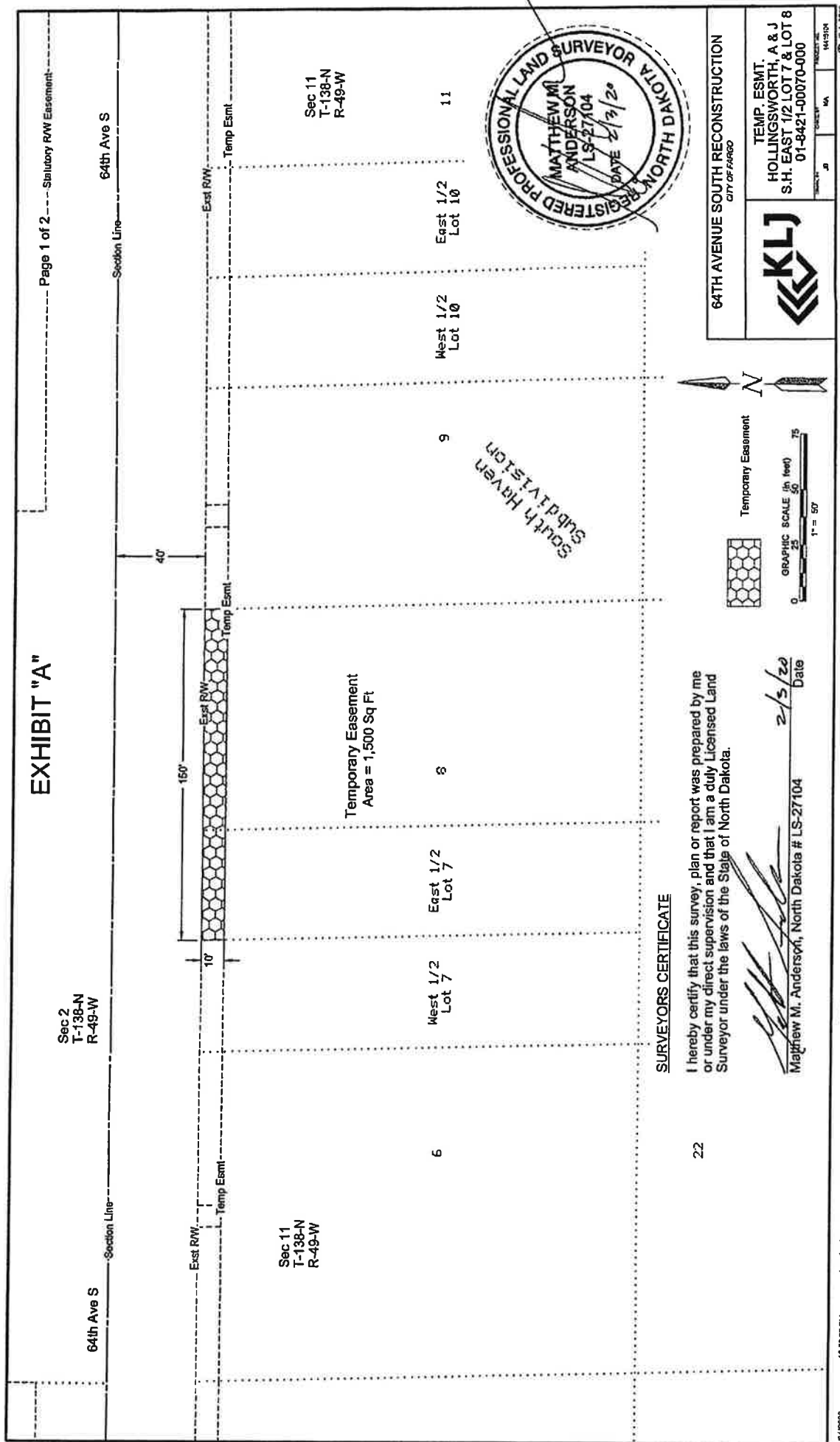


EXHIBIT "A"

Page 2 of 2

E1/2 of Lot 7 & Lot 8, SOUTH HAVEN SUBDIVISION

Temporary Construction Easement

A 10-foot wide temporary construction easement located in the East Half of Lot 7 and Lot 8, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said East Half of Lot 7 and Lot 8.

Said easement area is shown as the shaded area on "Exhibit A" and contains 1,500 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Matthew M. Anderson, ND LS-27104, KLJ 3203 32" Avenue South, Sulle 201, Fargo, ND 58103.

SURVEYORS CERTIFICATE

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

 2/3/20 Date
Matthew M. Anderson, North Dakota # LS-27104



64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO



TEMP. ESMT.
HOLLINGSWORTH, A & J
S.H. EAST 1/2 LOT 7 & LOT 8
01-8421-00070-000

SECTION 11 TOWNSHIP 138N RANGE 49W
COUNTY OF CASS STATE OF NORTH DAKOTA

24-1

May 13, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. AN-19-J1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 13, 2020, for PC Concrete Alley Paving & Incidentals, Improvement District No. AN-19-J1, located at 11th Avenue to 12th Avenue North between 3rd Street and 4th Street North.

The bids were as follows:

Dirt Dynamics	\$153,362.00
Opp Construction	\$183,070.00
MAK Construction	\$188,880.00

Engineer's Estimate	\$150,134.00
---------------------	--------------

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of \$153,362.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # AN-19-J1****PC Concrete Alley Paving & Incidentals**

11th ave to 12th ave n between 3rd st and 4th st n.

WHEREAS, bids have been opened and filed for the above described Improvement District 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;

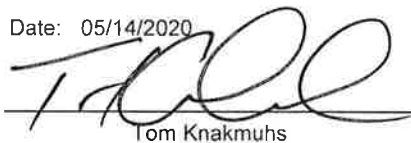
That the following is detailed statement of the estimated cost of the job described as:

PC Concrete Alley Paving & Incidentals Improvement District # AN-19-J1 of the City of Fargo, North Dakota.

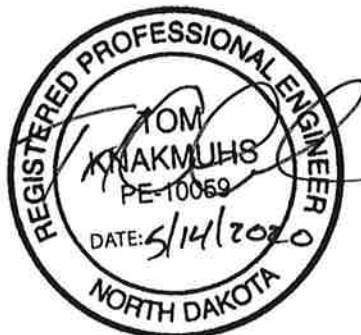
Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Storm Sewer				
1 Remove Pipe All Sizes All Types	LF	20.00	20.00	400.00
2 F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	2,800.00	5,600.00
3 F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	344.00	60.00	20,640.00
4 Connect Pipe to Exist Structure	EA	1.00	1,400.00	1,400.00
Storm Sewer Total				28,040.00
Paving				
5 Excavation	CY	580.00	18.00	10,440.00
6 Subgrade Preparation	SY	1,488.00	4.00	5,952.00
7 Remove Driveway All Thicknesses All Types	SY	92.00	12.00	1,104.00
8 Rem & Repl Curb & Gutter	LF	30.00	105.00	3,150.00
9 F&I Pavement 6" Thick Reinf Conc	SY	1,400.00	64.00	89,600.00
10 F&I Driveway 6" Thick Reinf Conc	SY	88.00	72.00	6,336.00
11 Casting to Grade - w/Conc	EA	2.00	950.00	1,900.00
12 Mulching Type 1 - Hydro	SY	200.00	8.00	1,600.00
13 Seeding Type B	SY	200.00	8.00	1,600.00
14 Inlet Protection - Existing Inlet	EA	4.00	165.00	660.00
15 Inlet Protection - New Inlet	EA	2.00	215.00	430.00
16 Traffic Control - Type 1	LS	1.00	900.00	900.00
17 F&I Rock Mulch	TON	10.00	165.00	1,650.00
Paving Total				125,322.00
Total Construction in \$				153,362.00
Engineering			10.00 %	15,336.20
Legal & Misc			3.00 %	4,600.86
Contingencies			10.00 %	15,336.20
Administration			4.00 %	6,134.48
Interest			4.00 %	6,134.48
Total Estimated Costs				200,904.22
Special Assessments				200,904.22
Unfunded Costs				0.00

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

Date: 05/14/2020


Tom Knakmuhs

Assistant City Engineer



24-2

May 13, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-20-E1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, May 13, 2020, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Lighting & Incidentals, Improvement District No. BN-20-E1, located at Madelyn's Meadow 2nd Addition.

The bids were as follows:

Fox Underground, Inc.	\$2,276,863.90
Northern Improvement Co.	\$2,304,158.95
Border States Paving, Inc.	\$2,507,839.39
Sellin Brothers, Inc.	\$2,779,122.75
Dakota Underground Co.	\$2,849,568.00

Engineer's Estimate	\$2,433,758.00
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The special assessment escrow is not required.

This office recommends award of the contract to Fox Underground, Inc. in the amount of \$2,276,863.90 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-E1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Lighting & Incidentals**

Madelyn's Meadows 2nd Addition

WHEREAS, bids have been opened and filed for the above described Improvement District 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:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Lighting & Incidentals Improvement District # BN-20-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Topsoil - Strip & Spread	LS	1.00	40,000.00	40,000.00
2 Site Grading	LS	1.00	14,000.00	14,000.00
3 Seeding Type C	SY	6,500.00	0.30	1,950.00
4 Mulching Type 2 - Straw	SY	6,500.00	0.25	1,625.00
5 Sediment Control Log 10" to 15" Dia	LF	950.00	3.25	3,087.50
6 Inlet Protection - Existing Inlet	EA	10.00	200.00	2,000.00
7 Inlet Protection - New Inlet	EA	29.00	225.00	6,525.00
8 Stormwater Management	LS	1.00	1,200.00	1,200.00
Miscellaneous Total				70,387.50
Sanitary Sewer				
9 F&I Manhole 4' Dia Reinf Conc	EA	11.00	4,500.00	49,500.00
10 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3.00	12,000.00	36,000.00
11 Connect Pipe to Exist Pipe	EA	2.00	450.00	900.00
12 F&I Pipe SDR 26 - 6" Dia PVC	LF	3,740.00	26.00	97,240.00
13 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	40.00	71.00	2,840.00
14 F&I Pipe SDR 26 - 8" Dia PVC	LF	2,470.00	28.00	69,160.00
15 F&I Pipe SDR 35 - 10" Dia PVC	LF	670.00	35.00	23,450.00
16 F&I Pipe SDR 35 - 12" Dia PVC	LF	790.00	47.00	37,130.00
17 Connect Sewer Service	EA	75.00	250.00	18,750.00
18 F&I Saddle Wye 8"x6" PVC	EA	2.00	250.00	500.00
Sanitary Sewer Total				335,470.00
Cass Rural Water Improvements				
19 F&I Fittings C153 Ductile Iron	LB	3,131.00	4.50	14,089.50
20 F&I Hydrant	EA	6.00	4,300.00	25,800.00
21 F&I Insulation 4" Thick	SY	28.00	36.00	1,008.00
22 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	52.00	24.00	1,248.00
23 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	4,285.00	26.00	111,410.00
24 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	75.00	44.00	3,300.00
25 F&I Gate Valve 6" Dia	EA	6.00	1,250.00	7,500.00
26 F&I Gate Valve 8" Dia	EA	12.00	1,650.00	19,800.00
27 F&I Pipe 1" Dia Water Service	LF	3,250.00	12.50	40,625.00
28 F&I Pipe w/GB 1" Dia Water Service	LF	14.00	42.00	588.00
29 F&I CS & Box 1" Dia	EA	77.00	390.00	30,030.00
30 Connect Water Service	EA	77.00	300.00	23,100.00
Cass Rural Water Improvements Total				278,498.50
Storm Sewer				
31 Modify Manhole	EA	14.00	2,000.00	28,000.00
32 F&I Manhole 4' Dia Reinf Conc	EA	7.00	2,200.00	15,400.00
33 F&I Manhole 5' Dia Reinf Conc	EA	2.00	5,000.00	10,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-E1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Lighting & Incidentals**

34 F&I Manhole 6' Dia Reinf Conc	EA	3.00	5,600.00	16,800.00
35 F&I Manhole 7' Dia Reinf Conc	EA	1.00	8,900.00	8,900.00
36 F&I Inlet - Single Box (SBI) Reinf Conc	EA	16.00	2,000.00	32,000.00
37 F&I Inlet - Round (RDI) Reinf Conc	EA	7.00	1,300.00	9,100.00
38 Connect Pipe to Exist Structure	EA	10.00	550.00	5,500.00
39 F&I Pipe 12" Dia	LF	665.00	23.00	15,295.00
40 F&I Pipe 15" Dia	LF	1,140.00	28.00	31,920.00
41 F&I Pipe 18" Dia	LF	95.00	40.00	3,800.00
42 F&I Pipe 24" Dia	LF	75.00	56.00	4,200.00
43 F&I Pipe 30" Dia	LF	45.00	94.00	4,230.00
44 F&I Pipe 12" Dia Reinf Conc	LF	68.00	36.00	2,448.00
45 F&I Pipe w/GB 15" Dia Reinf Conc	LF	250.00	72.00	18,000.00
46 F&I Flared End Section 12" Dia Reinf Conc	EA	1.00	800.00	800.00
47 F&I Flared End Section 15" Dia Reinf Conc	EA	2.00	950.00	1,900.00
48 F&I Splash Pad 7" Thick Reinf Conc	SY	5.00	225.00	1,125.00
49 Rem & Repl Casting - Self Leveling	EA	2.00	1,500.00	3,000.00
			Storm Sewer Total	212,418.00
Paving				
50 Fill - Contractor Supply	CY	8,000.00	11.00	88,000.00
51 Excavation	CY	2,725.00	4.00	10,900.00
52 Subcut	CY	5,350.00	4.00	21,400.00
53 Subgrade Preparation	SY	16,050.00	2.00	32,100.00
54 F&I Woven Geotextile	SY	16,050.00	2.50	40,125.00
55 F&I Class 5 Agg - 8" Thick	SY	16,050.00	9.00	144,450.00
56 F&I Edge Drain 4" Dia PVC	LF	8,040.00	7.00	56,280.00
57 F&I Curb & Gutter Mountable (Type I)	LF	8,040.00	16.00	128,640.00
58 Rem & Repl Curb & Gutter	LF	130.00	80.00	10,400.00
59 F&I Sidewalk 4" Thick Reinf Conc	SY	980.00	45.00	44,100.00
60 F&I Sidewalk 6" Thick Reinf Conc	SY	290.00	46.00	13,340.00
61 Remove Sidewalk All Thicknesses All Types	SY	32.00	10.00	320.00
62 F&I Shared Use Path 5" Thick Reinf Conc	SY	2,940.00	46.00	135,240.00
63 F&I Det Warn Panels Cast Iron	SF	520.00	52.00	27,040.00
64 F&I Aggregate for Asph Pavement FAA 43	TON	4,550.00	39.50	179,725.00
65 F&I Asphalt Cement PG 58H-34	TON	255.00	500.00	127,500.00
66 Casting to Grade - Blvd	EA	15.00	435.00	6,525.00
67 Casting to Grade - no Conc	EA	32.00	435.00	13,920.00
68 GV Box to Grade - Blvd	EA	9.00	280.00	2,520.00
69 GV Box to Grade - no Conc	EA	10.00	280.00	2,800.00
70 Remove Pavement 8" Thick Asph	SY	135.00	12.00	1,620.00
71 Mulching Type 1 - Hydro	SY	15,300.00	0.45	6,885.00
72 Seeding Type C	SY	15,300.00	0.30	4,590.00
			Paving Total	1,098,420.00
Levee				
73 Topsoil - Strip & Spread	LS	1.00	20,000.00	20,000.00
74 F&I Pipe 15" Dia	LF	120.00	28.00	3,360.00
75 F&I Pipe 24" Dia	LF	60.00	56.00	3,360.00
76 F&I Canal Gate 15" Dia Aluminum	EA	2.00	4,500.00	9,000.00
77 F&I Canal Gate 24" Dia Aluminum	EA	1.00	5,500.00	5,500.00
78 Embankment	CY	12,820.00	5.00	64,100.00
79 Mulching Type 2 - Straw	SY	18,000.00	0.20	3,600.00
80 Seeding Type C	SY	18,000.00	0.30	5,400.00
81 Sediment Control Log 10" to 15" Dia	LF	60.00	3.25	195.00
			Levee Total	114,515.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-E1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Lighting & Incidentals**

Signing				
82 F&I Diamond Grade Cubed	SF	77.80	25.00	1,945.00
83 F&I High Intensity Prismatic	SF	29.30	20.00	586.00
84 F&I Sign Assembly	EA	4.00	65.00	260.00
85 F&I Sign Assembly & Anchor	EA	17.00	75.00	1,275.00
86 F&I Barricade Type III	EA	2.00	525.00	1,050.00
87 Relocate Sign Assembly	EA	2.00	225.00	450.00
Signing Total				5,566.00
Street Lighting				
88 F&I Base 5' Deep Reinf Conc	EA	26.00	510.00	13,260.00
89 F&I Conductor #6 USE Cu	LF	15,792.00	1.45	22,898.40
90 F&I Innerduct 1.5" Dia	LF	5,297.00	6.50	34,430.50
91 F&I Luminaire Type A	EA	26.00	1,650.00	42,900.00
92 F&I Light Standard Type A	EA	26.00	1,850.00	48,100.00
Street Lighting Total				161,588.90
Total Construction in \$				2,276,863.90
Engineering		10.00 %	227,686.39	
Legal & Misc		3.00 %	68,305.92	
Contingencies		10.00 %	227,686.39	
Administration		4.00 %	91,074.56	
Interest		4.00 %	91,074.56	
Total Estimated Costs				2,982,691.71
Special Assessments				2,617,858.67
Cass Rural WUD Funds				364,833.04
Unfunded Costs				0.00

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

Date: 05/13/2020


 Tom Knakmuhs
 Assistant City Engineer



24-3

May 13, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-20-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 13, 2020, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals, Improvement District No. BN-20-F1, located at Legacy I – 6th Addition.

The bids were as follows:

Fox Underground, Inc.	\$2,091,266.50
Northern Improvement Company	\$2,239,790.10
Dakota Underground Company	\$2,660,545.80
Engineer's Estimate	\$1,993,692.70

The special assessment escrow is not required.

This office recommends award of the contract to Fox Underground, Inc. in the amount of \$2,091,266.50 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-F1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Street Lights & Incidentals****Legacy I - 6th Addition**

WHEREAS, bids have been opened and filed for the above described Improvement District 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:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals Improvement District # BN-20-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	944.00	2.00	1,888.00
2 F&I Manhole 4' Dia Reinf Conc	EA	2.00	4,100.00	8,200.00
3 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	12,000.00	12,000.00
4 Connect Pipe to Exist Pipe	EA	3.00	650.00	1,950.00
5 F&I Pipe SDR 26 - 6" Dia PVC	LF	1,584.00	26.00	41,184.00
6 F&I Pipe SDR 26 - 8" Dia PVC	LF	283.00	28.00	7,924.00
7 F&I Pipe SDR 26 - 12" Dia PVC	LF	145.00	55.00	7,975.00
8 F&I Pipe SDR 35 - 10" Dia PVC	LF	516.00	35.00	18,060.00
9 Connect Sewer Service	EA	29.00	250.00	7,250.00
10 Adjust Manhole	EA	4.00	700.00	2,800.00
Sanitary Sewer Total				109,231.00
Water Main				
11 F&I Fittings C153 Ductile Iron	LB	1,512.00	4.25	6,426.00
12 F&I Hydrant	EA	3.00	4,300.00	12,900.00
13 Relocate Hydrant	EA	1.00	1,200.00	1,200.00
14 Connect Pipe to Exist Pipe	EA	6.00	1,450.00	8,700.00
15 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	27.00	24.00	648.00
16 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	343.00	26.00	8,918.00
17 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,574.00	44.00	69,256.00
18 Remove Pipe All Sizes All Types	LF	20.00	11.00	220.00
19 F&I Gate Valve 6" Dia	EA	3.00	1,250.00	3,750.00
20 F&I Gate Valve 8" Dia	EA	2.00	1,650.00	3,300.00
21 F&I Gate Valve 12" Dia	EA	4.00	3,100.00	12,400.00
22 F&I Pipe 1" Dia Water Service	LF	1,284.00	13.00	16,692.00
23 Connect Water Service	EA	26.00	300.00	7,800.00
24 F&I CS & Box 1" Dia	EA	26.00	390.00	10,140.00
Water Main Total				162,350.00
Storm Sewer				
25 F&I Saddle Manhole Reinf Conc	EA	1.00	4,600.00	4,600.00
26 Modify Manhole	EA	6.00	600.00	3,600.00
27 F&I Manhole 5' Dia Reinf Conc	EA	3.00	3,700.00	11,100.00
28 F&I Manhole 4' Dia Reinf Conc	EA	4.00	2,300.00	9,200.00
29 F&I Manhole 6' Dia Reinf Conc	EA	1.00	6,700.00	6,700.00
30 F&I Inlet - Single Box (SBI) Reinf Conc	EA	15.00	1,900.00	28,500.00
31 F&I Inlet - Round (RDI) Reinf Conc	EA	10.00	1,300.00	13,000.00
32 Plug Pipe 14" thru 24" Dia	EA	2.00	280.00	560.00
33 Plug Pipe 27" thru 36" Dia	EA	1.00	280.00	280.00
34 Connect Pipe to Exist Pipe	EA	1.00	375.00	375.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-F1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Street Lights & Incidentals**

35 Connect Pipe to Exist Structure	EA	5.00	550.00	2,750.00
36 F&I Pipe 12" Dia	LF	116.00	28.00	3,248.00
37 F&I Pipe 15" Dia	LF	99.00	40.00	3,960.00
38 F&I Pipe 18" Dia	LF	273.00	37.00	10,101.00
39 F&I Pipe 24" Dia	LF	114.00	55.00	6,270.00
40 F&I Pipe 18" Dia Reinf Conc	LF	322.00	40.00	12,880.00
41 F&I Pipe 21" Dia Reinf Conc	LF	306.00	48.00	14,688.00
42 F&I Pipe 24" Dia Reinf Conc	LF	227.00	55.00	12,485.00
43 F&I Pipe 27" Dia Reinf Conc	LF	24.00	73.00	1,752.00
44 F&I Pipe 12" Dia PVC	LF	700.00	24.00	16,800.00
45 Remove Pipe All Sizes All Types	LF	17.50	11.00	192.50
46 F&I Pipe w/GB 12" Dia Reinf Conc	LF	32.00	50.00	1,600.00
47 F&I Pipe w/GB 15" Dia Reinf Conc	LF	203.00	52.00	10,556.00
48 F&I Pipe w/GB 18" Dia Reinf Conc	LF	24.00	60.00	1,440.00
49 F&I Pipe w/GB 24" Dia Reinf Conc	LF	54.00	84.00	4,536.00
50 F&I Pipe w/GB 27" Dia Reinf Conc	LF	51.00	94.00	4,794.00
51 Rem & Repl Shared Use Path 4" Thick Reinf Conc	SY	67.00	75.00	5,025.00
			Storm Sewer Total	190,992.50

Paving

52 Remove Pavement All Thicknesses All Types	SY	10.00	10.00	100.00
53 Topsoil - Strip	LS	1.00	44,000.00	44,000.00
54 Topsoil - Spread	LS	1.00	14,000.00	14,000.00
55 Fill - Contractor Supply	CY	4,100.00	11.00	45,100.00
56 Excavation	CY	1,300.00	4.00	5,200.00
57 Subcut	CY	1,300.00	4.00	5,200.00
58 Subgrade Preparation	SY	11,512.00	1.50	17,268.00
59 F&I Woven Geotextile	SY	11,512.00	2.50	28,780.00
60 F&I Class 5 Agg - 8" Thick	SY	11,512.00	9.00	103,608.00
61 F&I Edge Drain 4" Dia PVC	LF	4,907.00	7.00	34,349.00
62 F&I Curb & Gutter Mountable (Type I)	LF	1,809.00	18.00	32,562.00
63 F&I Curb & Gutter Standard (Type II)	LF	3,098.00	19.00	58,862.00
64 Remove Curb & Gutter	LF	10.00	10.00	100.00
65 F&I Sidewalk 4" Thick Reinf Conc	SY	636.00	55.00	34,980.00
66 F&I Sidewalk 6" Thick Reinf Conc	SY	99.00	48.00	4,752.00
67 F&I Shared Use Path 5" Thick Reinf Conc	SY	2,311.00	45.00	103,995.00
68 F&I Shared Use Path 6" Thick Reinf Conc	SY	82.00	50.00	4,100.00
69 F&I Det Warn Panels Cast Iron	SF	355.00	52.00	18,460.00
70 F&I Aggregate for Asph Pavement FAA 43	TON	3,700.00	39.50	146,150.00
71 F&I Asphalt Cement PG 58H-34	TON	222.00	500.00	111,000.00
72 Rem & Repl Casting - Self Leveling	EA	4.00	1,600.00	6,400.00
73 Casting to Grade - Blvd	EA	8.00	435.00	3,480.00
74 Casting to Grade - no Conc	EA	3.00	435.00	1,305.00
75 GV Box to Grade - Blvd	EA	2.00	280.00	560.00
76 GV Box to Grade - no Conc	EA	3.00	280.00	840.00
77 Mulching Type 1 - Hydro	SY	32,310.00	0.45	14,539.50
78 Seeding Type C	SY	32,310.00	0.30	9,693.00
			Paving Total	849,383.50

Street Lighting

79 Remove Street Light	EA	1.00	350.00	350.00
80 Relocate Street Light	EA	1.00	800.00	800.00
81 Remove Feed Point	EA	1.00	650.00	650.00
82 F&I Base 5' Deep Reinf Conc	EA	18.00	510.00	9,180.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-F1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Street Lights & Incidentals**

83 Remove Base	EA	1.00	510.00	510.00
84 F&I Conductor #6 USE Cu	LF	10,905.00	1.45	15,812.25
85 F&I Innerduct 1.5" Dia	LF	3,227.00	6.50	20,975.50
86 F&I Luminaire Type A	EA	17.00	1,100.00	18,700.00
87 F&I Light Standard Type A	EA	17.00	1,700.00	28,900.00
88 F&I Pull Box	EA	3.00	830.00	2,490.00
Street Lighting Total				98,367.75

Signing

89 F&I Sign Assembly	EA	4.00	55.00	220.00
90 F&I Sign Assembly & Anchor	EA	20.00	75.00	1,500.00
91 F&I Diamond Grade Cubed	SF	85.10	25.00	2,127.50
92 F&I High Intensity Prismatic	SF	32.00	20.00	640.00
93 F&I Barricade Type III	EA	4.00	475.00	1,900.00
Signing Total				6,387.50

LOMR-F

94 Topsoil - Strip	LS	1.00	145,000.00	145,000.00
95 Topsoil - Spread	LS	1.00	74,000.00	74,000.00
96 Fill - Contractor Supply	CY	30,586.00	12.00	367,032.00
97 Mulching Type 1 - Hydro	SY	102,443.00	0.45	46,099.35
98 Seeding Type C	SY	102,443.00	0.30	30,732.90
LOMR-F Total				662,864.25

Miscellaneous

99 Stormwater Management	LS	1.00	1,500.00	1,500.00
100 Temp Construction Entrance	EA	2.00	1,400.00	2,800.00
101 Inlet Protection - New Inlet	EA	23.00	210.00	4,830.00
102 Inlet Protection - Existing Inlet	EA	16.00	160.00	2,560.00
Miscellaneous Total				11,690.00

Total Construction in \$ 2,091,266.50

Engineering	8.10 %	169,392.59
Legal & Misc	2.05 %	42,870.96
Contingencies	6.83 %	142,833.50
Administration	2.73 %	57,091.58
Interest	2.73 %	57,091.58

Total Estimated Costs 2,560,546.70

Special Assessments 1,871,167.97

LOMR - Developer Funded 689,378.82

Unfunded Costs -0.09

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

Date: 05/14/2020



Tom Knakmuhs

Assistant City Engineer



244

May 13, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PN-20-A1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, May 13, 2020, for Asphalt Wear Course & Incidentals, Improvement District No. PN-20-A1, located Citywide.

The bids were as follows:

FM Asphalt	\$1,717,959.00
Border States Paving, Inc.	\$1,731,151.15
Northern Improvement Co.	\$1,766,582.40
Central Specialties, Inc.	\$2,028,678.08

Engineer's Estimate	\$1,962,385.00
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The special assessment escrow is not required.

This office recommends award of the contract to FM Asphalt in the amount of \$1,717,959.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PN-20-A1****Asphalt Wear Course & Incidentals**

Put asphalt wear course on streets in 5 different areas of Fargo.

WHEREAS, bids have been opened and filed for the above described Improvement District 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:

Asphalt Wear Course & Incidentals Improvement District # PN-20-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1					
1	Repair Inlet	EA	2.00	410.00	820.00
2	F&I Repair Band 4" thru 12" Dia	EA	2.00	860.00	1,720.00
3	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	11.00	5,500.00
4	Rem & Repl Curb & Gutter	LF	500.00	42.00	21,000.00
5	Adjust Driveway - Mud/Sand Jack	SF	500.00	3.15	1,575.00
6	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	97.00	9,700.00
7	F&I Aggregate for Asph Pavement FAA 43	TON	944.00	38.00	35,872.00
8	F&I Asphalt Cement PG 58H-34	TON	55.00	535.00	29,425.00
9	Rem & Repl Casting - Inlet	EA	1.00	480.00	480.00
10	Casting to Grade - no Conc	EA	7.00	200.00	1,400.00
11	GV Box to Grade - no Conc	EA	1.00	190.00	190.00
12	Rem & Repl Pavement 8" Thick Asph	SY	100.00	59.00	5,900.00
13	Mill / Grind Asphalt Pvmnt Along Curb	LF	3,443.00	1.20	4,131.60
14	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	100.00	7.00	700.00
15	Sodding	SY	100.00	31.00	3,100.00
16	Traffic Control - Minor	LS	1.00	400.00	400.00
Section 1 Total					121,913.60
Section 2					
17	Repair Inlet	EA	1.00	410.00	410.00
18	Adjust Curb & Gutter - Mud/Sand Jack	LF	400.00	11.00	4,400.00
19	Rem & Repl Curb & Gutter	LF	400.00	42.00	16,800.00
20	Adjust Driveway - Mud/Sand Jack	SF	400.00	3.15	1,260.00
21	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	97.00	9,700.00
22	F&I Aggregate for Asph Pavement FAA 43	TON	378.00	44.00	16,632.00
23	F&I Asphalt Cement PG 58H-34	TON	21.00	535.00	11,235.00
24	Casting to Grade - no Conc	EA	3.00	200.00	600.00
25	GV Box to Grade - no Conc	EA	1.00	190.00	190.00
26	Mill / Grind Asphalt Pvmnt Along Curb	LF	1,578.00	1.20	1,893.60
27	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	175.00	7.00	1,225.00
28	Sodding	SY	50.00	31.00	1,550.00
29	Traffic Control - Minor	LS	1.00	400.00	400.00
Section 2 Total					66,295.60
Section 3					
30	Repair Inlet	EA	8.00	380.00	3,040.00
31	Adjust Curb & Gutter - Mud/Sand Jack	LF	6,000.00	11.00	66,000.00
32	Rem & Repl Curb & Gutter	LF	3,000.00	42.00	126,000.00
33	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	65.00	1,300.00
34	F&I Sidewalk 6" Thick Reinf Conc	SY	109.00	70.00	7,630.00
35	Remove Sidewalk All Thicknesses All Types	SY	76.00	20.00	1,520.00
36	Adjust Driveway - Mud/Sand Jack	SF	4,000.00	3.15	12,600.00
37	Rem & Repl Driveway 6" Thick Reinf Conc	SY	200.00	70.00	14,000.00
38	F&I Det Warn Panels Cast Iron	SF	181.00	52.00	9,412.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PN-20-A1****Asphalt Wear Course & Incidentals**

39	Rem & Repl Pavement 6" Thick Asph	SY	200.00	59.00	11,800.00
40	F&I Aggregate for Asph Pavement FAA 43	TON	7,000.00	38.00	266,000.00
41	F&I Asphalt Cement PG 58H-34	TON	392.00	535.00	209,720.00
42	Casting to Grade - no Conc	EA	68.00	200.00	13,600.00
43	GV Box to Grade - no Conc	EA	37.00	190.00	7,030.00
44	Mill / Grind Asphalt Pvmnt Along Curb	LF	33,233.00	1.20	39,879.60
45	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	150.00	7.00	1,050.00
46	Paint Epoxy Line 4" Wide	LF	500.00	3.20	1,600.00
47	Paint Epoxy Line 8" Wide	LF	118.00	6.35	749.30
48	Paint Epoxy Line 24" Wide	LF	150.00	20.00	3,000.00
49	Paint Epoxy Message	SF	86.00	18.25	1,569.50
50	Sodding	SY	500.00	31.00	15,500.00
51	Traffic Control - Type 1	LS	1.00	3,100.00	3,100.00
				Section 3 Total	816,100.40
Section 4					
52	Repair Inlet	EA	1.00	380.00	380.00
53	F&I Repair Band 4" thru 12" Dia	EA	1.00	860.00	860.00
54	Adjust Curb & Gutter - Mud/Sand Jack	LF	600.00	11.00	6,600.00
55	Rem & Repl Curb & Gutter	LF	600.00	42.00	25,200.00
56	F&I Sidewalk 6" Thick Reinf Conc	SY	35.00	70.00	2,450.00
57	Remove Sidewalk All Thicknesses All Types	SY	35.00	20.00	700.00
58	Adjust Driveway - Mud/Sand Jack	SF	600.00	3.15	1,890.00
59	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	80.00	4,000.00
60	F&I Det Warn Panels Cast Iron	SF	72.00	52.00	3,744.00
61	F&I Aggregate for Asph Pavement FAA 43	TON	994.00	38.00	37,772.00
62	F&I Asphalt Cement PG 58H-34	TON	56.00	535.00	29,960.00
63	Casting to Grade - no Conc	EA	8.00	200.00	1,600.00
64	GV Box to Grade - no Conc	EA	4.00	190.00	760.00
65	Mill / Grind Asphalt Pvmnt Along Curb	LF	4,564.00	1.20	5,476.80
66	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	100.00	7.00	700.00
67	Sodding	SY	150.00	31.00	4,650.00
68	Traffic Control - Minor	LS	1.00	2,300.00	2,300.00
				Section 4 Total	129,042.80
Section 5					
69	Repair Inlet	EA	8.00	380.00	3,040.00
70	F&I Repair Band 4" thru 12" Dia	EA	1.00	860.00	860.00
71	Adjust Curb & Gutter - Mud/Sand Jack	LF	4,000.00	11.00	44,000.00
72	Rem & Repl Curb & Gutter	LF	3,000.00	42.00	126,000.00
73	F&I Sidewalk 6" Thick Reinf Conc	SY	44.00	70.00	3,080.00
74	Remove Sidewalk All Thicknesses All Types	SY	20.00	11.00	220.00
75	Adjust Driveway - Mud/Sand Jack	SF	4,000.00	3.15	12,600.00
76	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	80.00	8,000.00
77	F&I Det Warn Panels Cast Iron	SF	52.00	52.00	2,704.00
78	F&I Aggregate for Asph Pavement FAA 43	TON	4,762.00	38.00	180,956.00
79	F&I Asphalt Cement PG 58H-34	TON	267.00	535.00	142,845.00
80	Casting to Grade - no Conc	EA	41.00	200.00	8,200.00
81	GV Box to Grade - no Conc	EA	10.00	190.00	1,900.00
82	Mill / Grind Asphalt Pvmnt Along Curb	LF	21,743.00	1.20	26,091.60
83	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	150.00	7.00	1,050.00
84	Sodding	SY	500.00	31.00	15,500.00
85	Paint Epoxy Line 24" Wide	LF	208.00	20.00	4,160.00
86	Traffic Control - Type 1	LS	1.00	3,400.00	3,400.00
				Section 5 Total	584,606.60

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PN-20-A1****Asphalt Wear Course & Incidentals**

Total Construction in \$		1,717,959.00
Engineering	10.00 %	171,795.90
Legal & Misc	3.00 %	51,538.77
Contingencies	10.00 %	171,795.90
Administration	4.00 %	68,718.36
Interest	4.00 %	68,718.36
Total Estimated Costs		2,250,526.29
Special Assessments		2,250,526.29
Unfunded Costs		0.00

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

Date: 05/13/2020



Tom Knakmuhs

Assistant City Engineer



24.5

May 13, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-20-C1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, May 13, 2020, for Street Lighting & Incidentals, Improvement District No. SL-20-C1, located at 19th Avenue North to 32nd Avenue North, between University Drive North and Broadway North, on 12th Avenue North to 14th Avenue North, and between Oak Street North and Elm Street North.

The bids were as follows:

Strata Corp.	\$736,555.00
Moorhead Electric	\$803,084.60
Fargo Electric Construction	\$849,402.80

Engineer's Estimate	\$824,841.95
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The special assessment escrow is not required.

Two protests were received amounting to less than 1% of the Improvement District. We recommend that the protest be declared insufficient and the contract be awarded to Strata Corp. in the amount of \$736,555.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # SL-20-C1****Street Lighting & Incidentals**

19th Avenue North to 32nd Avenue North and between University Drive North and Broadway North.
12th Avenue North to 14th Avenue North and between Oak Street North and Elm Street North.

WHEREAS, bids have been opened and filed for the above described Improvement District 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:

Street Lighting & Incidentals Improvement District # SL-20-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lighting 19 to 32 and Univ to Bdwy				
1 Remove Feed Point	EA	1.00	100.00	100.00
2 F&I Base 5' Deep Reinf Conc	EA	132.00	600.00	79,200.00
3 F&I Conductor #6 USE Cu	LF	61,185.00	1.25	76,481.25
4 F&I Innerduct 1.5" Dia	LF	19,795.00	6.50	128,667.50
5 F&I Luminaire Type A	EA	132.00	225.00	29,700.00
6 F&I Pull Box	EA	10.00	800.00	8,000.00
7 F&I Light Standard Type A	EA	132.00	1,200.00	158,400.00
8 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	105.00	10,500.00
9 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	125.00	6,250.00
10 Traffic Control - Minor	LS	1.00	2,000.00	2,000.00
Street Lighting 19 to 32 and Univ to Bdwy Total				499,298.75
Street Lighting Oak St and Elm St				
11 F&I Base 5' Deep Reinf Conc	EA	18.00	500.00	9,000.00
12 F&I Conductor #6 USE Cu	LF	8,436.00	1.25	10,545.00
13 F&I Innerduct 1.5" Dia	LF	2,703.00	6.50	17,569.50
14 F&I Luminaire Type C	EA	18.00	1,150.00	20,700.00
15 F&I Light Standard Type C	EA	18.00	1,100.00	19,800.00
Street Lighting Oak St and Elm St Total				77,614.50
Street Lighting 12th St N				
16 Remove Street Light	EA	16.00	250.00	4,000.00
17 Remove Feed Point	EA	1.00	100.00	100.00
18 F&I Base 6' Deep Reinf Conc	EA	22.00	500.00	11,000.00
19 Remove Base	EA	16.00	800.00	12,800.00
20 F&I Conductor #6 USE Cu	LF	11,580.00	1.25	14,475.00
21 F&I Innerduct 1.5" Dia	LF	3,860.00	6.50	25,090.00
22 F&I Luminaire Type B	EA	23.00	350.00	8,050.00
23 F&I Pull Box	EA	2.00	800.00	1,600.00
24 F&I Light Standard Type B	EA	22.00	1,250.00	27,500.00
Street Lighting 12th St N Total				104,615.00
Street Lighting 9-1/2 St N and 10th St N, 30 to 31 Ave N				
25 Remove Street Light	EA	9.00	250.00	2,250.00
26 F&I Base 5' Deep Reinf Conc	EA	13.00	500.00	6,500.00
27 Remove Base	EA	9.00	800.00	7,200.00
28 F&I Conductor #6 USE Cu	LF	5,781.00	1.25	7,226.25
29 F&I Innerduct 1.5" Dia	LF	1,927.00	6.50	12,525.50
30 F&I Luminaire Type A	EA	13.00	225.00	2,925.00
31 F&I Pull Box	EA	1.00	800.00	800.00
32 F&I Light Standard Type A	EA	13.00	1,200.00	15,600.00
Street Lighting 9-1/2 St N and 10th St N, 30 to 31 Ave N Total				55,026.75
Total Construction in \$				736,555.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # SL-20-C1

Street Lighting & Incidentals

Engineering	10.00 %	73,655.50
Legal & Misc	3.00 %	22,096.65
Contingencies	10.00 %	73,655.50
Administration	4.00 %	29,462.20
Interest	4.00 %	29,462.20
Total Estimated Costs		964,887.05
Special Assessments		860,321.71
Utility Funds - Street Lights - 528		104,565.35
Unfunded Costs		-0.01

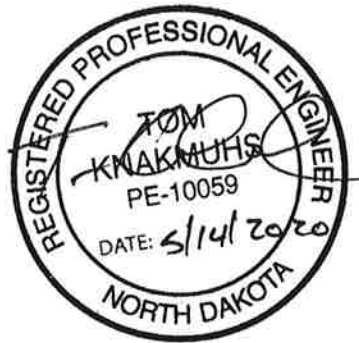
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/13/2020



Tom Knakmuhs

Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

25-1

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

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Improvement District No. BN-20-H

Call For Bids May 18, 2020

Advertise Dates May 25 & June 1, 2020

Bid Opening Date June 10, 2020

Substantial Completion Date June 18, 2021

Final Completion Date July 16, 2021

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Satterlund

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER,
PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-H

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement and incidentals on 49th Street South from 36th Avenue South approximately 1200' south to Merrifield Way South, on Merrifield Way South east of 49th Street South, and on 37th Avenue South from Merrifield Way approximately 200' east to the western boundary of Sincebaugh Addition.

Purpose

This project is to provide infrastructure for new residential housing within Valley View Estates as requested by the Developer.

Feasibility

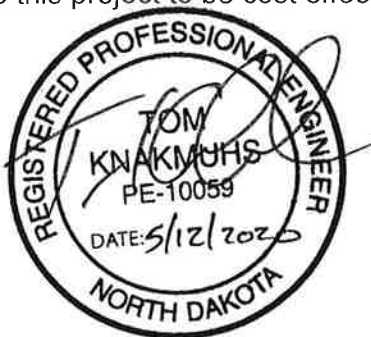
The estimated cost of construction is \$1,858,757.

The costs for the improvement district are estimated as follows:

Underground & Paving Costs	\$	1,858,757
Plus 10% Engineering Fee:	\$	185,876
Plus 4% Administration Fee:	\$	74,350
Plus 3% Legal Fee:	\$	55,763
Plus 4% Interest Fee:	\$	74,350
Plus 10% Contingency:	\$	185,876
Total Estimated Paving Cost:	\$	2,434,971
Underground & Paving Amount Special Assessed:	\$	2,434,971

Project Funding Summary		
Special Assessments	100.00%	\$2,434,971.15
Total Estimated Project Cost		\$2,434,971.15

We believe this project to be cost effective.



Tom Knakmuhs
 Tom Knakmuhs, P.E.
 Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

**SANITARY SEWER, WATER MAIN, STORM SEWER,
PAVING, STREET LIGHTS & INCIDENTALS**

IMPROVEMENT DISTRICT NO. BN-20-H

LOCATION:

On 49th Street South from 36th Avenue South approximately 1200' south to Merrifield Way South.

On Merrifield Way South east of 49th Street South.

On 37th Avenue South from Merrifield Way approximately 200' east to the western boundary of Sincebaugh Addition.

COMPRISING:

All of the unplatted land in the Southeast Quarter of Section 28, T139N, R49W, south of 36th Avenue South and north of Drain 27.

All to be platted as Valley View Estates Addition.

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



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER,
PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-H

COVER SHEET
CITY OF FARGO PROJECTS

25-2

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

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals

Improvement District No. BN-20-K

Call For Bids May 18, 2020

Advertise Dates May 25 & June 1, 2020

Bid Opening Date June 10, 2020

Substantial Completion Date October 15, 2020

Final Completion Date November 15, 2020

N/A PWPEC Report (Attach Copy) – **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. (701) 241-1555

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, PAVING, SITE GRADING, STREET
LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-K

Nature & Scope

This project is for the new construction of underground utilities, asphalt pavement, site grading, and incidentals on 65th Avenue South from 25th Street South to 180' west of 26th Street South. On 66th Avenue South between Toronto Loop South and 26th Street South. On 67th Avenue South from 25th Street South to Drain 53. On 26st Street South between 65th Avenue South and 67th Avenue South. On Toronto Loop South between 26th Street South and 67th Avenue South. Adjacent to the Drain 53 ROW between 65th Avenue South to Golden Valley Parkway South.

Purpose

This project is to provide infrastructure for new residential housing within Golden Valley Fourth Addition as requested by the Developer.

Feasibility

The estimated cost of construction is \$2,915,737.55.

The costs for the improvement district are estimated as follows:

LOMR Costs	\$ 151,300.00
Plus 4% Engineering Oversight Fee:	\$ 6,052.00
Total Estimated Developer Funded Cost:	\$ 157,352.00
 LOMR Amount Developer Funded:	 \$ 157,352.00


CRWUD Special Assessment	\$ 367,303.95
Plus 10% Engineering Fee:	\$ 36,730.40
Plus 4% Administration Fee:	\$ 14,692.16
Plus 3% Legal Fee:	\$ 11,019.12
Plus 4% Interest Fee:	\$ 14,692.16
Plus 10% Contingency:	\$ 36,730.40
Total Estimated Paving Cost:	\$ 481,168.17
 CRWUD Amount Special Assessed:	 \$ 481,168.17

Underground & Paving Costs	\$ 2,397,133.60
Plus 10% Engineering Fee:	\$ 239,713.36
Plus 4% Administration Fee:	\$ 95,885.34
Plus 3% Legal Fee:	\$ 71,914.01
Plus 4% Interest Fee:	\$ 95,885.34
Plus 10% Contingency:	\$ 239,713.36
Total Estimated Paving Cost:	\$ 3,140,245.02
 Underground & Paving Amount Special Assessed:	 \$ 3,140,245.02

Project Funding Summary		
Developer Funded - LOMR	4.16%	\$ 157,352.00
Cass Rural Water User District Special Assessment	12.73%	\$ 481,168.17
Special Assessments	83.10%	\$ 3,140,245.02
Total Estimated Project Cost		\$ 3,778,765.19

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION AND COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, PAVING, SITE GRADING,
STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-K

LOCATION:

On 65th Avenue South from 25th Street South to 180' west of 26th Street South. On 66th Avenue South between Toronto Loop South and 26th Street South. On 67th Avenue South from 25th Street South to Drain 53. On 26st Street South between 65th Avenue South and 67th Avenue South. On Toronto Loop South between 26th Street South and 67th Avenue South. Adjacent to the Drain 53 ROW between 65th Avenue South to Golden Valley Parkway South.

COMPRISING:

Lots 18 through 32, Block 1.
All platted within South Haven Subdivision.

All of the unplatted land bound by the Northern line of Golden Valley Addition and Golden Valley 2nd Addition, western right of way of 25th Street South, Southern line of South Haven Subdivision and the western line of Golden Valley Addition along Cass County Drain 53.

All the foregoing located in the City of Fargo, Cass County, North Dakota for the future Golden Valley Fourth Addition.

