

FARGO CITY COMMISSION AGENDA  
Monday, November 18, 2019 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 4, 2019).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance relating to classification of Ordinance violations.
- 2. 1st reading of an Ordinance relating to recreational aquatic facilities.
- 3. 2nd reading and final adoption of an Ordinance rezoning certain parcels of land lying in Bohnsack's Second Addition; 1st reading, 11/4/19.
- 4. Moratorium on the issuance of new business licenses for Vehicles for Hire until no later than March 31, 2020 and direct the City Attorney's office to draft a proposed Moratorium Ordinance, revise the Vehicle for Hire Ordinance and Regulations for the licensing of Vehicles for Hire.
- 5. Applications for Games of Chance:
  - a. Eagles Elementary PTA for bingo on 11/5/19 to 5/29/20.
  - b. Muskies Inc. F-M Chapter for a raffle on 2/13/20.
  - c. Dakota Medical Foundation for a raffle on 11/25/19.
- 6. Resolution adopting the Cass County Multi-Hazard Mitigation Plan Final Adaption.
- 7. Change Order No. 3 in the amount of -\$30,000.00 and Final Balancing Change Order No. 4 for an increase of \$39,257.44 for Project No. FM-15-J1.
- 8. Change Order No. 1 for an increase of \$85,084.90 for Project No. TM-19-B1.
- 9. Change Order No. 1 for an increase of \$12,903.00 for Project No. UR-18-A1.
- 10. Negative Final Balancing Change Order No. 5 in the amount of -\$38,399.70 for Project No. FM-15-F2.
- 11. Negative Final Balancing Change Order No. 3 in the amount of -\$6,629.85 for Project No. SN-19-A1.
- 12. Amendment of Permanent Easement (Storm Sewer) Recorded Document #1198096 with Grayhawk Apartments, LLC.

13. Drain 27/Deer Creek Shared Use Path project to move forward to Metro COG for submittal to the NDDOT for TAP funding in the year 2022.
14. Right of Way Use Agreement with Enclave, LLC.
15. Receive and file General Fund – Budget to Actual through October 2019 (unaudited).
16. Notice of Grant Award with the ND Department of Health for preventative health and health services block grant (CFDA #93.991).
17. Agreement with Absolute Marketing Group for media materials for the Syringe Services Program.
18. Notice of Grant Award – Amendment with the ND Department of Health for family planning services (CFDA #93.217).
19. Purchase of Service Agreement with the ND Department of Human Services, Behavioral Health Division for prevention of opioid related deaths through evidence based prevention strategies.
20. Lease (Amendment) with the Downtown Community Partnership for the downtown ice rink through the 2019-2020 winter season.
21. Site Access Agreement with D&J Real Estate LLC.
22. Resolution approving Plat of Kesler First Addition.
23. Bid award for one snowplow, box and wing (RFP19171).
24. Exercising the option to piggyback on the Minnesota State Contract to purchase AMP salt brine additive from EnviroTech Services for the winter of 2019/2020 (PBC116354).
25. Sole Source Procurement with EnviroTech Services to purchase IceSlicer ice melt for the winter of 2019/2020 (SSP19136).
26. Exercising the option to piggyback on the Minnesota State Contract to purchase brine generator salt from Salt Source LLC d/b/a US Salt for the winter of 2019/2020 (PBC S-1082(5)).
27. Bills.
28. Change Order Nos. 20-25 in the amount of \$47,697.82 and modification of Change Order No. 17 to include a time extension of 8 days for Improvement District No. BN-19-A2.
29. Negative Final Balancing Change Order No. 5 in the amount of -\$30,380.75 for Improvement District No. NR-18-A1.
30. Negative Final Balancing Change Order No. 1 in the amount of -\$32,465.35 for Improvement District No. PR-19-E1.
31. Negative Final Balancing Change Order No. 2 in the amount of -\$219,745.56 for Improvement District No. PR-19-F1.

32. Update from Greg Tehven on the Grand Farm.
33. Public Hearings - 5:15 pm:
  - a. CONTINUE to 12/16/19 - Alley Vacation of the alley between Lot 12, Block 26 and a part of Lot 7 and all of Lots 8-12, Block 25, Roberts Second Addition (1001 NP Avenue North and 28 10th Street North); approval recommended by the Planning Commission on 7/2/19; continued from the 8/12/19, 8/26/19, 10/21/19 Regular Meetings.
  - b. Zoning Change from DMU, Downtown Mixed Use with a C-O, Conditional Overlay to DMU, Downtown Mixed Use and a request to repeal the C-O, Conditional Overlay on Lot 1, Block 7, Harwoods First Addition (701 University Drive North and 702 12th Street North); approval recommended by the Planning Commission on 10/1/19; continued from the 10/7/19 Regular Meeting:
    1. 1st reading of rezoning Ordinance.
  - c. CONTINUE to 12/2/19 - Plat of BLU Water Creek 5th Addition a replat of Lot 2, Block 1, BLU Water Creek 4th Addition, including a Vacation of Right of Way at the Northeast corner of the intersection of 47th Street South and 33rd Avenue South (4609 33rd Avenue South); approval recommended by the Planning Commission on 7/2/19.
  - d. Renaissance Zone Development Plan Update.
  - e. Hearing on the proposed elimination of the MATBUS LinkFM Downtown Circulator Route.
34. Applications for property tax exemptions for improvements made to buildings:
  - a. David R. and Marcie G. Camrud, 1909 Rose Creek Drive South (3 year).
  - b. Neal and Beth A. Steiner, 2613 34th Avenue South (3 year).
  - c. Christopher L. and Ashley A. Johnson, 3407 11th Street South (3 year).
  - d. Karla and Craig Flisk, 714 20th Street North (3 year).
  - e. Jeremiah and Stephanie Hoff, 3402 Evergreen Road North (5 year).
  - f. John K. and Janice L. Melland, 2307 34 1/2 Avenue South (5 year).
  - g. Brian S. and Jane M. Feickert, 1713 4th Street North (5 year).
  - h. Lisa and Kyle Ouradnik, 3513 Evergreen Road North (5 year).
  - i. Joseph E. Mettler, 1633 3rd Street North (5 year).
  - j. Paul A. and Tanya J. Light, 207 15th Avenue North (5 year).
  - k. Chad E. and Natallie J. Sparrow, 1242 1st Street North (5 year).
35. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project Costs in the amount of \$3,699,516.47.
36. Appointment to the Fargo Dome Authority.
37. Construction Projects Update.
38. Recommendation for the 2020 Infrastructure Funding Policy and fee schedule.

- a. Memo from Commissioner Gehrig requesting an Ordinance be drafted that will require the dedication of the Prairie Dog funds be used for the reduction of Special Assessments certified for collection each year.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

November 14, 2019

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

**RE: Restructuring Traffic Offense Fines**

Dear Commissioners,

In the 2019 Legislative Session the North Dakota Legislature passed HB 2304 allowing municipalities to adjust some traffic fines by as much as 100% of the state's fine schedule. Chief Todd identified traffic behaviors that contribute to public safety issues, and is recommending a revised fee schedule to increase the fines in accordance with the statute. We now bring this before you for consideration.

**SUGGESTED MOTION:** I move to receive and file the following Ordinance Amending Section 1-0305 (C) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to the Traffic Code and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,



Nancy J. Morris  
Assistant City Attorney

NJM/al  
Enclosures

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 01-0305, OF ARTICLE 01-03 OF CHAPTER 01 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 01-0305 of Article 01-03 of Chapter 01 of the Fargo Municipal Code is hereby amended to read as follows:

\* \* \*

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

1. For a violation of the following ordinances, a fee of \$5.00. Section 8-1412 (riders/passengers restricted), section 8-1413 (riding on roadway/bike paths—restrictions), section 8-1414 (operate bicycle too fast for conditions), section 8-1416 (carrying packages—restrictions), section 8-1419 (equipment on bicycles), section 8-1420 (bicycles—age restrictions).
2. For a violation of the following ordinances, a fee of \$20.00. ~~Section 8-0105 (driving wrong way on one way street), section 8-0106 (obey~~

OFFICE OF THE CITY ATTORNEY  
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~~temporary traffic sign/barrier), section 8-0113 (unlawful use of skates/coasters), section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under 16 to drive), section 8-0304 (registration card to be carried in the driver's compartment— inspection of card), section 8-0305(a)(1), section 8-0305(A)(4) (current registration required), section 8-0305(B) (current license required), section 8-0306 (violation of restricted license), section 8-0316 (permit unauthorized person to drive), section 8-0318 (operating motor vehicle on bicycle trail), section 8-0323 (license to be carried and exhibited on demand), section 8-0403 (disobey traffic control device (barricade)), section 8-0405 (traffic control signals), section 8-0406 (pedestrian-control signal), section 8-0407 (flashing signals), section 8-0411 (alter traffic or railroad sign), section 8-0412 (display unauthorized signs, signals or marking), section 8-0506 (impeding traffic), article 8-06 (regulating turning movements), section 8-0707 (pedestrian crossing street where prohibited), section 8-0709(A) (pedestrian walking in roadway), section 8-0710 (pedestrian soliciting rides or business), section 8-0712 (pedestrian obstructing traffic), section 8-0901 (fail to display flag/light rear of load), section 8-0902 (improper tires), section 8-0903 (improper horn), section 8-0904 (brakes required), section 8-0905 (mirrors required), section 8-0906 (obstructed vehicle windshield/windows), section 8-0907 (windshield wipers required), 8-0908 (mufflers/exhaust system required), section 8-0909 (leaking or loose load), section 8-0910 (lights/lamps fail to conform to state law), section 8-0911 (fail to display lighted lamps), section 8-0913 (illegal spotlights), section 8-0914 (improper towing connection), section 8-0915 (reflectors/taillight required on trailer), section 8-0916 (flashing lights prohibited), section 8-0917 (illegal light on vehicle), section 8-0919(A) (riding on exterior of vehicle), section 8-0919(B) (more passengers than capacity), section 8-0919 (C) (allow body to protrude from moving vehicle), section 8-0928 (modified suspension system), section 8-0929 (driving of vehicle in unsafe condition unlawful), section 8-1003 (A) thru (J) and (L) thru (S) (stopping, standing, parking prohibited in specific places), section 8-1010 (motor vehicle left unattended—brakes to be set, engine stopped, and keys removed), section 8-1011 (drive or park on private property), section 8-1013 (improper parking/obstructing traffic), section 8-1111 (vehicle required to stop at railroad crossing), section 8-1201 (following too closely), sections 8-1202 thru 8-1218(D) (general rules of the road), section 8-1301(A) (following fire apparatus), section 8-1301(B) (driving vehicle within block of fire apparatus), section 8-1301(C) (driving over fire hose), section 8-1301(D) (driving through/around barricade), section 8-1302 (driving through parade/funeral procession), section 8-1304 (failure to obtain parade permit), section 8-1305~~

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(driving vehicle on sidewalk), section 8-1306 (improper backing), section 8-1307 (opening and closing vehicle doors), ~~8-1308 (helmet required— operator/passenger), section 8-1309 (number of riders on motorcycle limited), section 8-1310 (clinging to a vehicle or allowing same), section 8-1311 (improper start of parked vehicle), section 8-1313 (unlawful riding on vehicle), section 8-1315 (unlawful towing), section 8-1316(A) (operating motor vehicle with view obstructed by load/passengers), section 8-1316(B) (passenger obstructing driver's view), section 8-1317 (coasting vehicle on downgrade prohibited), section 8-1318 (littering), section 8-1319 (unlawful operation of motor vehicle private property), section 8-1320(A) (operating snowmobile under 16 or allowing when prohibited), section 8-1320(B) (operating snowmobile in restricted area), section 8-1321 (use of seat belts required), section 8-1410 (traffic laws apply to persons riding bicycles), section 8-1411 (bicyclist to obey traffic control devices), section 8-1418 (riding bicycle on sidewalks-restrictions), section 8-1422 (bicycle accidents), section 8-1804 (driving through school patrols), section 8-1902 (cruising prohibited), article 8-20 (motorized scooters).~~

3. For a violation of the following ordinance, a fee of \$25.00. ~~Section 8-0931 (child restraint devices required), s~~ Section 10-0103(B) (tobacco possession by minors prohibited).

4. ~~For a violation of the following ordinances, a fee of \$30.00. Section 8-0301 (failure to have vehicle under control), section 8-03013 (careless driving), section 8-0501 (speed care required).~~

45. For a violation of the following ordinances a fee of \$40.00. Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey temporary traffic sign/barrier), section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under 16 to drive), section 8-0305(B) (current license required), section 8-0306 (violation of restricted license), section 8-0316 (permit unauthorized person to drive), section 8-0403 (disobey traffic control device (barricade)), section 8-0405 (traffic control signals), section 8-0407 (flashing signals), section 8-0506 (impeding traffic), article 8-06 (regulating turning movements), section 8-1010 (motor vehicle left unattended— brakes to be set, engine stopped, and keys removed), section 8-1011 (drive or park on private property), ssection 8-1018 (taking on or discharging passengers), section 8-1111 (vehicle required to stop at railroad crossing), section 8-1201 (following too closely), sections 8-1202 thru 8-1218(D) (general rules of the road), 8-1308 (helmet required— operator/passenger), section 8-1309 (number of riders on motorcycle limited), section 8-1310 (clinging to a vehicle or allowing



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1 same), section 8-1313 (unlawful riding on vehicle), section 8-1315 (unlawful  
2 towing), section 8-1316(A) (operating motor vehicle with view obstructed by  
3 load/passengers), section 8-1316(B) (passenger obstructing driver's view), section  
4 8-1319 (unlawful operation of motor vehicle private property), section 8-1321 (use  
5 of seat belts required), section 8-1804 (driving through school patrols), section 8-  
6 1415 (right-of-way emerging from alley or driveway), section 8-1417 (parking  
7 restriction).

8 56. For a violation of the following ordinances, a fee of \$50.00.  
9 Section 8-0116 (failure to yield to emergency vehicle), section 8-0311 (open  
10 container), section 8-0317(B)(2) (exhibition driving), ~~section 8-0702 (fail yield~~  
11 ~~right of way pedestrian),~~ section 8-0801 (immediate notice of accident), section 8-  
12 0931 (child restraint devices required), ~~section 8-1108(A) (disobey signal of~~  
13 ~~approaching train), section 8-1108(B) (driving thru/around railroad crossing gate),~~  
14 ~~section 8-1110 (disobey railroad stop sign),~~ section 8-1218(F) (unlawful passing of  
15 school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), 8-  
16 1219 (use of motor vehicle), section 10-0311(C) (panhandling within the city of  
17 Fargo).

18 67. For a violation of the following ordinances, a fee of \$60.00.  
19 Section 8-0301 (failure to have vehicle under control), section 8-0313 (careless  
20 driving), section 8-0501 (speed-care required), sSection 8-0505 (special speed  
21 limitation on bridges), section 8-0409 (traffic engineer to establish ad design public  
22 carrier stops and stands).

23 78. For a violation of the following ordinances, a fee of \$100.00.  
24 ~~Section 8-0321 (use of a wireless communication device prohibited,~~ section 8-  
25 1003(K) (parking in areas reserved handicap), ~~section 8-0322 (Distracted Driving),~~  
26 ~~section 8-0702 (fail yield right-of-way pedestrian),~~ section 8-1108(A) (disobey  
27 ~~signal of approaching train), section 8-1108(B) (driving thru/around railroad~~  
28 ~~crossing gate), section 8-1110 (disobey railroad stop sign),~~ section 10-0326  
29 (urinating in public), section 25-1513(A) (selling/consuming alcohol in public),  
30 section 25-1513(B) (possessing/consuming alcohol in public building).

31 89. For a violation of the following ordinances, a fee of \$120.00.  
32 Section 11-0202 (unnecessary noise prohibited), section 11-0204 (projection of  
33 sound unlawful), section 11-0205 (motorized vehicles— excessive noise), section  
34 11-0205 Table 2(D) (motorized vehicles - compression brakes prohibited).

35 910. For a violation of the following ordinance, a fee of \$150.00.  
36 Section 11-0814 (littering on private property).

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

10. For a violation of the following ordinance, a fee of \$200.00.  
Section 8-0321 (use of a wireless communication device prohibited), section 8-0322 (Distracted Driving).

11. For a violation of 08-0502, a fee established as follows:

SPEED ZONES 55 mph or LESS:	
1—5 miles over limit	\$105.00
6—10 miles over limit	\$105.00 plus \$21.00/each mph over 5 mph over limit
11—15 miles over limit	\$210.00 plus \$21.00/each mph over 10 mph over limit
16—20 miles over limit	\$315.00 plus \$42.00/each mph over 15 mph over limit
21—25 miles over limit	\$525.00 plus \$63.00/each mph over 20 mph over limit
26—35 miles over limit	\$840.00 plus \$63.00/each mph over 25 mph over limit
36—45 miles over limit	\$1470.00 plus \$63.00/each mph over 35 mph over limit
46+ miles over limit	\$2400.00 plus \$105.00/each mph over 45 mph over limit
SPEED ZONES greater than 55 mph:	
1-10 miles over limit	\$42.00/each mph over limit
11 + miles over limit	\$240.00 plus \$10.00/each mph over 10 mph over limit
SPEED ZONES greater than 65 mph: a fee of <del>ten</del> five dollars (\$105.00) for each mile per hour over the limit.	
SPEEDING IN SCHOOL ZONE with children present:	
1-10 miles over limit	\$840.00
11+ miles over limit	\$840.00 plus \$21.00/each mph over 10 mph over limit
SPEEDING IN CONSTRUCTION ZONE - workers present and posted "Minimum fee \$80.00"	
1-10 miles over limit	\$80.00
11+ miles over limit	\$80.00 plus \$2.00/each mph over 10 mph over limit

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 2. Penalty.

1 A person who violates this ordinance shall be deemed to have committed a non-criminal  
2 offense and shall pay the fee as provided in Section 1-0305.C of the Fargo Municipal Code, as the  
3 same may be amended from time to time.

Section 3. Effective Date.

4 This ordinance shall be in full force and effect from and after its passage and approval.  
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\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

8 Attest:  
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10 \_\_\_\_\_  
11 Steven Sprague, City Auditor

12 First Reading:  
13 Second Reading:  
14 Final Passage:  
15 Publication:  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

2

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

AN ORDINANCE AMENDING SECTIONS 13-1002 AND 13-1008  
OF ARTICLE 13-10 OF CHAPTER 13 OF THE FARGO MUNICIPAL CODE  
RELATING TO RECREATIONAL AQUATIC FACILITIES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 13-1002 of Article 13-10 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-1002. Regulation by health department. —

1. The health department, and agents and employees thereof, shall have authority to regulate the public health and safety in the city of Fargo concerning use, design, operation, and maintenance of Aquatic Venues. The health department shall have such authority to adopt regulations, rules, standards and practices. Such regulations, rules, standards, and practices shall be approved by the board of city commissioners, are hereby adopted by reference and fully incorporated herein, including any amendments hereinafter adopted, and shall be controlling within the jurisdiction of the health department.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

2. No person shall own, operate or allow to be occupied an Aquatic Venue, except a private residential pool, without a license for such issued by the health department pursuant to this article.

~~3. No person shall own, operate or allow to be occupied a private residential pool unless said pool is completely encircled by a fence or other barrier at least five (5) feet in height and with respect to any gates or doors for such fence or other barriers, said gates or doors are equipped with latches that allow them to be opened from the inside and the latches must be capable of being locked to prevent access when the pool is unattended.~~

4.3. No person shall occupy an Aquatic Venue that has been closed and placarded for closure by the health department, as provided in section 6.6.4 of the Model Aquatic Health Code adopted herein, and no licensee shall allow such Aquatic Venue to be occupied after such closure and placarding other than for the limited purposes of repairs, maintenance or other activities needed to correct an imminent health hazard.

Section 2. Amendment.

Section 13-1008 of Article 13-10 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-1008. Inspection by health department.—

The health department may inspect or cause to be inspected, all recreational aquatic facilities, ~~including private residential pools,~~ within the city at such times as it may deem necessary to carry out the intent of this ordinance. The health department is hereby authorized to enter upon any premises, ~~private or public,~~ to take such samples of water from such pools at such times as it may deem necessary and to require the owner, proprietor or operator to comply with rules and regulations pertaining to Aquatic Venues promulgated by the health department in accordance with this ordinance, and as approved by the board of city commissioners. In the event of the failure of compliance after due notice with the rules and regulations and requirements of the health department or the requirements of this ordinance, the health department shall have the power to abate or cause a suspension of the use of such Aquatic Venue ~~or private residential pool~~ until such time as the same is, in the opinion of the health department, no longer a menace or a hazard to health, safety or morals.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 3. Penalty.

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

Section 4. Effective Date.

4 This ordinance shall be in full force and effect from and after its passage, approval and  
5 publication.  
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12 Attest:

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

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

16 First Reading:  
17 Second Reading:  
18 Final Passage:  
19 Publication:  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

3

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

1 AN ORDINANCE REZONING CERTAIN PARCELS  
2 OF LAND LYING IN BOHNSACK'S SECOND ADDITION  
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain  
6 parcels of land lying in Bohnsack's Second Addition to the City of Fargo, Cass County, North  
7 Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on October 1, 2019; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on November 4,  
11 2019,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block Twelve (12) of Bohnsack's Second Addition to the City of  
16 Fargo, Cass County, North Dakota;

17 is hereby rezoned from "SR-2", Single-Dwelling Residential, District to "P/I", Public and  
18 Institutional, District;

19 Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his  
20 office so as to conform with and carry out the provisions of this ordinance.  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

(SEAL)

Attest:

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

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

First Reading:  
Second Reading:  
Final Passage:



Office of the City Attorney

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

November 14, 2019

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

**RE: Vehicles for Hire Business Licenses**

Dear Commissioners,

Several years ago a complete overhaul of the Ordinances regarding Vehicles for Hire was accomplished, in part to address the introduction of Transportation Network Companies such as Lyft and Uber into the taxi cab market. The result was the removal of some regulations for taxi's that continue to be regulated by the municipality, whereas Ride Share TNC's are regulated by the State. As a result of some of the changes, concerns have been raised that taxi cabs are not clearly marked, that rates are not uniform, that the vehicles themselves may not have proper equipment and insurance, the nature of the employment relationship, and proper identification and background checks for drivers. As a result of these legitimate safety concerns directly impacting the traveling public, City Auditor Steve Sprague and I have met to discuss possible means to accomplish the necessary protections, while trying to ensure the competitiveness of the taxi cab services. The intent is to meet with industry representatives, and likely have a public meeting to garner input into the nature of the business before proposing revised Ordinances and Regulations.

Because Ordinance changes are anticipated, and the present Ordinances lack some fundamental protections and oversight, I am proposing a moratorium on the issuance of new licenses until March 31, 2020, and further that the existing licenses be extended until such time as the new Ordinances and Regulations are effective, at which time a process will be established to address the orderly implementation of the new requirements. There are no pending license applications and the renewals would normally be due by the end of December. Our request is for immediate effectiveness of the short term moratorium, so as to curtail applications under the existing Ordinance.

**SUGGESTED MOTION:** I move to (1) Declare a Moratorium suspending the issuance all new of business licenses for Vehicles for Hire until not later than March 31, 2020; (2) Extend all existing Vehicle for Hire licenses until March 31, 2020; and (3) Direct the City Attorney's office to work with the City Auditor to propose a Moratorium Ordinance, revised Vehicle for Hire Ordinance and Regulations for the licensing of Vehicles for Hire.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nancy J. Morris  
Assistant City Attorney

NJM/al  
Enclosures



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

500

25.00  
 cash

11/4/19

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

Name of Nonprofit Organization or group of people permit is issued to <b>Eagles Elementary PTA</b>		Date(s) of Activity <b>Nov 5, 2019 to May 29, 2020</b>		For a raffle, provide drawing date(s): <b>N/A</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Michelle Swanson</b>		Title <b>President</b>		Business Phone Number <b>701.261.4000</b>	
Business Address <b>3502 S. UNIV. DRIVE</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58104</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Eagles Elementary</b>		Site Address <b>3502 S. UNIV. DR.</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58104</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input checked="" type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Bingo	IPAD	\$300			
Bingo	IPAD	\$300			
Bingo	Toys / pencils / candy / books / erasers / (trinkets)	\$500			
Total:					(Limit \$40,000 per year) \$ 1,000.00

Intended uses of gaming proceeds: Eagles Elementary has a makerspace area and the proceeds will be used to support it.

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 <b>10/21/19</b>	Title <b>President</b>	Business Phone Number <b>701.261.4000</b>
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

56

1058
25.00
11/7/19

Application for: [X] Local Permit \* [ ] Restricted Event Permit (one event per year)

Form with fields: Name of Nonprofit Organization or group of people permit is issued to, Date(s) of Activity, Person Responsible for the Gaming Operation and Disbursement of Net Income, Business Address, Mailing Address, Name of Site Where Game(s) will be Conducted, City, State, Zip Code, County. Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with columns: Game Type, Description of Prize, Retail Value of Prize. Contains 6 rows of raffle prizes (CASH) with values ranging from 500 to 100. Includes a Total row at the bottom right with a limit of \$40,000 per year.

Form with text: Intended uses of gaming proceeds: to promote muskie Research, Fish stocking, Good Sportsmanship, youth fishing, donations. Includes questions about state gaming license and previous permits.

Form with fields: Signature of Organization or Group's Top Official, Date, Title, Business Phone Number. Includes handwritten signature and date 11-6-2019.



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

50

\$25.00
V12987
11-12-19

Application for: [X] Local Permit \* [ ] Restricted Event Permit (one event per year)

Form with fields: Name of Nonprofit Organization or group of people permit is issued to (Dakota Medical Foundation), Date(s) of Activity (11/25/2019 to 11/25/2019), Person Responsible for the Gaming Operation and Disbursement of Net Income (Jeana Peinovich), Business Address (4141 28 Ave S), Mailing Address, Name of Site Where Game(s) will be Conducted (Hilton Garden Inn), City ( Fargo ), State ( ND ), Zip Code ( 58104-xxxx ), County ( Cass ). Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 2 main columns for prize descriptions and values. Includes entries for Paddle Game (Gift Card, \$100.00) and Raffle (3 Baskets, 2 Pics, \$500.00). Total value: \$600.00.

Intended uses of gaming proceeds: Proceeds donated to Lend A Hand Up to help local families in crisis.
Does the organization presently have a state gaming license? [X] 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 [X] Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 12,742.00 . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official (Handwritten signature), Date (11/5/19), Title (Exec. Director), Business Phone Number (701271-0263)



(6)

November 18, 2019

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

**Subject:** Formal resolution to adopt the final and FEMA approved Cass County Multi-Hazard Mitigation Plan

Dear Commissioners:

Please find the attached resolution to adopt the final and approved Cass County Multi-Jurisdictional, Multi-Hazard Mitigation Plan. This plan will remain in effect until October 2024. Attached are letters from FEMA as well as the North Dakota Department of Emergency Services, acknowledging the approval of our updated five-year mitigation plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Leon Schlafmann".

Leon Schlafmann  
Fargo Emergency Services Coordinator

**Suggested motion:** Move to adopt the final and approved 2019 Cass County Multi-Jurisdictional, Multi-Hazard Mitigation Plan.

2 Attachments

NORTH  
**Dakota** | Emergency Services  
Be Legendary.™

October 8, 2019

Mary Scherling, Chair  
Cass County Commission  
221 9<sup>th</sup> Street S  
Fargo, ND 58103

Dear Chair Scherling:

Congratulations on your communities' successful efforts to increase their resilience to emergencies and disasters through Cass County's recent comprehensive mitigation planning initiative, led by the Fargo/Cass County Emergency Management staff of Jim Prochniak, Leon Schlafmann and Amanda Johnson.

The N.D. Department of Emergency Services (NDDDES) is currently a participant in the federal Program Administration by States (PAS) Pilot Program, which delegates the authority to approve local Multi-Hazard Mitigation Plans (MHMPs) to our office. Per our operational agreement for the PAS Program, we have determined the Cass County Multi-Hazard Mitigation Plan meets federal requirements under the Disaster Mitigation Act of 2000 as contained in 44 CFR 201.6.

The plan is approved for the time period of October 7, 2019, through October 6, 2024, for Cass Counties and the City of Fargo. We will need the adoption resolutions for the remaining jurisdictions before approving the plan for the other jurisdictions. We understand Jim Prochniak has the process well underway.

For your records, we are providing you with the enclosed letter from FEMA supporting our approval of your MHMP and indicating your jurisdictions' eligibility to apply for funding under FEMA's Hazard Mitigation Assistance (HMA) grant programs. We have also included a sample news release regarding your county's achievement for your use as well.

Now that your MHMP has been completed and approved, please submit any eligible costs, in-kind documentation (if applicable), and proof of payments to Hazard Mitigation Specialist Gary Simmons for reimbursement. Gary will review the documentation and, if eligible, reimburse all costs as outlined in the approved scope of work and budget of the project. Gary's contact information is 701-328-8255, [gsimmons@nd.gov](mailto:gsimmons@nd.gov).

Once all eligible costs have been reimbursed, the project will be ready for closeout at the State and Federal levels. NDDDES will forward a closeout letter template with examples for your use, which will include the final project costs. The county will simply need to copy this template onto its letterhead, sign the document, and resubmit the completed letter back to NDDDES. If a final 404 quarterly report form has never been submitted, NDDDES will request that as well showing the project is 100% completed with the final approval date including day, month and year. NDDDES will submit all closeout paperwork to FEMA once it has been compiled.



Doug  
Burgum  
GOVERNOR

Major General  
Alan S. Dohrmann  
DIRECTOR - DEPARTMENT  
OF EMERGENCY SERVICES

Cody  
Schulz  
DIRECTOR - DIVISION  
OF HOMELAND SECURITY

Daniel  
Donlin  
DIRECTOR - DIVISION  
OF STATE RADIO

***Ensuring a safe and secure homeland for all North Dakotans***

NORTH  
**Dakota** | Emergency Services  
Be Legendary.™

During the next five years, we encourage the Cass County Planning Team to ensure the MHMP becomes a living document. We recommend the Planning Team begin that effort by periodically updating content and by pursuing mitigation projects, as outlined in the plan. My staff provided comments and recommended revisions in the enclosed Plan Review Tool, which will help guide update efforts in the future.

My staff can assist your Planning Team move forward with plan and project implementation. For information about potential sources of funding for mitigation projects, contact Todd Joersz, State Hazard Mitigation Officer, at 701-328-8261, [tjoersz@nd.gov](mailto:tjoersz@nd.gov). Questions about mitigation planning can be directed to Kathleen Donahue, Planning Section Deputy Chief, at 701-328-8113, [kdonahue@nd.gov](mailto:kdonahue@nd.gov).

Thanks for all your hard work to keep our state safer.

Sincerely,



Justin Messner,  
Disaster Recovery Chief  
N.D. Division of Homeland Security

Enclosures: October 7, 2019 FEMA Compliance Letter  
Cass County Plan Review Tool  
Sample News Release

cc: Jim Prochniak, Cass County Emergency Manager  
Leon Schlafmann, City of Fargo Emergency Manager



Doug  
Burgum  
GOVERNOR

Major General  
Alan S. Dohrmann  
DIRECTOR - DEPARTMENT  
OF EMERGENCY SERVICES

Cody  
Schulz  
DIRECTOR - DIVISION  
OF HOMELAND SECURITY

Daniel  
Donlin  
DIRECTOR - DIVISION  
OF STATE RADIO

***Ensuring a safe and secure homeland for all North Dakotans***



U.S. Department of Homeland Security  
Region VIII  
Denver Federal Center, Building 710  
P.O. Box 25267  
Denver, CO 80225-0267



**FEMA**

R8-MT

October 7, 2019

Mr. Justin Messner  
Disaster Recovery Chief  
North Dakota Department of Emergency Services  
Fraire Barracks Lane, Building 35  
P.O. Box 5511  
Bismarck, North Dakota 58502-5511

Dear Mr. Messner:

We are pleased to inform you that effective October 7, 2019, the Cass County Multi-Jurisdictional Multi-Hazard Mitigation Plan is in compliance with the Federal hazard mitigation planning requirements resulting from the Disaster Mitigation Act of 2000 as contained in 44 CFR 201.6.

As outlined in the FEMA-State Agreement for FEMA-DR-4323-ND, your office has been delegated the authority to review and approve local mitigation plans under the Program Administration by States Program. Our Agency was recently notified that your office completed its review of the Cass County Multi-Jurisdictional Multi-Hazard Mitigation Plan and determined it meets the requirements of 44 CFR 201.6.

The plan approval extends to the following participating jurisdictions that have adopted the plan: Cass County and the City of Fargo. The approved jurisdictions are eligible for FEMA Hazard Mitigation Assistance grant programs. All requests for funding will be evaluated individually according to the specific eligibility and other requirements of the particular programs under which the application is submitted.

This plan is approved through October 6, 2024. A local jurisdiction must revise its plan to reflect changes in development, progress in local mitigation efforts, changes in priorities, and resubmit for approval within five years to continue to be eligible for mitigation project grant funding.

Sincerely,

A handwritten signature in blue ink that reads "Jeanine D. Petterson".

Jeanine D. Petterson  
Mitigation Division Director

## Cass County Multi-Hazard Mitigation Plan Final Adaption

**WHEREAS**, The City of Fargo in Cass County recognizes the threat that natural, man-made or technological hazards pose to people and property within our community; and

**WHEREAS**, Undertaking hazard mitigation actions will reduce and/or eliminate the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, An adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

**WHEREAS**, The City of Fargo in Cass County participated in the preparation of this plan in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, The final adoption of the Cass County Multi-Hazard Mitigation Plan demonstrates the commitment to hazard mitigation.

**NOW, THEREFORE, BE IT RESOLVED**, That the City of Fargo in Cass County adopts the Final Approved Cass County Multi-Hazard Mitigation Plan dated October 7, 2019 by the North Dakota Department of Emergency Services and the Federal Emergency Management Agency.

Dated this 18th day of November 2019.  
City of Fargo, a North Dakota and municipal corporation.

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Timothy J. Mahoney, M.D., Mayor

ATTEST:

---

Steve Sprague, City Auditor

7

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-J1 Type: Change Order #3 & Final Balancing Change Order #4

Location: LS #13 – Lindenwood Park Date of Hearing: 11/12/2019

Routing	Date
City Commission	11/18/2019
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Change Order #3 in the amount of \$-30,000.00 and Final Balancing Change Order #4 in the amount of \$39,257.44, bringing the total contract amount to \$1,707,131.04. These Change Orders account for a deduction of \$56,000.00 in liquidated damages due to not completing work by specified completion dates and a deduction of \$30,000.00 to eliminate a wall coating inside the storm sewer lift station.

Staff is recommending approval of Change Order #3 in the amount of \$-30,000.00 and Final Balancing Change Order #4 in the amount of \$39,257.44.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #3 and Final Balancing Change Order #4 to Industrial Contract Services.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$-30,000.00 and Final Balancing Change Order #4 in the amount of \$39,257.44, bringing the total contract amount to \$1,707,131.04 to Industrial Contract Services.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
50% escrow deposit required

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>	Ryan Erickson
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 type="checkbox"/>	<input 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

## Memorandum

**To:** Members of PWPEC

**From:** Rob Hasey, Project Manager

**Date:** 11/12/2019

**Re:** Project No. FM-15-J1 – CO #3 & FBCO #4  
Lift Station #13 Relocation Belmont Flood Risk Management – Phase 1

---

Attached is Change Order #3 in the amount of \$-30,000.00 and Final Balancing Change Order #4 in the amount of \$39,257.44 for Project No. FM-15-J1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$ 1,690,691.70
Change Order #1	\$ 1,265.00
Change Order #2	\$ 5,916.90
Change Order #3	\$ (30,000.00)
FBCO #4:	\$ 39,257.44
<u>Liquidated Damages</u>	<u>\$ (56,000.00)</u>
Final Project Cost:	\$ 1,651,131.04

The Contractor was deducted \$56,000 in liquidated damages for not completing the project by the specified completion dates. The Contractor was also deducted \$30,000 to eliminate a wall coating on the inside of the storm sewer lift station that is typically used inside sanitary sewer lift stations (CO #3).

**Recommended Motion:**

Approve Change Order #3 in the amount of \$-30,000 and Final Balancing Change Order #4 in the amount of \$39,257.44 to Industrial Contract Services.

RJH  
Attachment  
C: Tom Knakmuhs



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No: FM-15-J1 Change Order No: 3  
 Project Name: Lift Station #13 Relocation Belmont Flood Risk Management - Phase 1  
 Date Entered: 10/31/2019 For: Industrial Contract Services

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:** Lift station coating deduct

Remove interior coating inside storm sewer lift station

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 (\$)
Storm Sewer	59	Modify Lift Station	EA	0.00	0.00	0.00	1.00	1.00	-30,000.00	-30,000.00
<b>Storm Sewer Sub Total (\$)</b>										
-30,000.00										

**Summary**

Source Of Funding: Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-30,000.00  
 7,181.90  
 1,690,691.70  
 1,667,873.60

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/31/2016		0.00	0.00	10/31/2016	

Description

APPROVED

For Contractor

*A. B. E.*  
**ICS, INC.**

APPROVED DATE

Department Head

*[Signature]* 11/13/19



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Title

Mayor

V.P.

Attest



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No	FM-15-J1	Change Order No	4
Project Name	Lift Station #13 Relocation Belmont Flood Risk Management - Phase 1		
Date Entered	10/31/2019	For	Industrial Contract Services

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:** Final Balancing

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

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 (\$)
Miscellaneous	5	Temp Fence - Safety	LF	1,800.00	0.00	1,800.00	-500.00	1,300.00	1.75	-875.00
	6	F&I Decid Tree 2" Dia	EA	6.00	0.00	6.00	11.00	17.00	450.00	4,950.00
	57	* Install pedestrian cross walk signage	LS	0.00	0.00	0.00	1.00	1.00	800.00	800.00
Storm Sewer	8	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	19.00	0.00	19.00	-19.00	0.00	25.00	-475.00
	9	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	40.00	0.00	40.00	-40.00	0.00	50.00	-2,000.00
	10	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	80.00	0.00	80.00	-80.00	0.00	75.00	-6,000.00
	54	* Install new manhole cone section in Lindenwood Drive	LS	0.00	0.00	0.00	1.00	1.00	1,400.00	1,400.00
									<b>Miscellaneous Sub Total (\$)</b>	<b>4,875.00</b>
Paving	25	Subgrade Preparation	SY	1,300.00	0.00	1,300.00	219.00	1,519.00	4.00	876.00
	26	F&I Aggregate for Asph Pavement FAA 43	TON	391.00	0.00	391.00	-5.00	386.00	75.00	-375.00
	27	F&I Woven Geotextile	SY	1,418.00	0.00	1,418.00	238.00	1,656.00	1.65	392.70
	28	F&I Class 5 Agg - 8" Thick	SY	1,418.00	0.00	1,418.00	238.00	1,656.00	11.00	2,618.00
	29	F&I Pavement 8" Thick Reinf Conc	SY	262.00	0.00	262.00	350.92	612.92	85.00	29,828.20
	30	F&I Sidewalk 4" Thick Reinf Conc	SY	323.00	0.00	323.00	118.35	441.35	55.00	6,509.25
	31	F&I Curb & Gutter Standard (Type II)	LF	96.00	0.00	96.00	44.00	140.00	40.00	1,760.00
									<b>Storm Sewer Sub Total (\$)</b>	<b>-7,075.00</b>



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Item #	Description	Unit	20.00	0.00	20.00	54.00	74.00	40.00	2,160.00
32	F&I Curb & Gutter Mountable (Type I)	LF	20.00	0.00	20.00	54.00	74.00	40.00	2,160.00
33	F&I Asphalt Cement PG 58-34	GAL	5,800.00	0.00	5,800.00	-66.00	5,734.00	1.75	-115.50
34	Paint Epoxy Line 24" Wide	LF	229.00	0.00	229.00	-229.00	0.00	20.00	-4,580.00
35	F&I Edge Drain 4" Dia PVC	LF	23.00	0.00	23.00	2.00	25.00	45.00	90.00
55	* Install floating casting in Lindenwood Drive	LS	0.00	0.00	0.00	1.00	1.00	1,359.00	1,359.00
56	* F&I grooved 24" tape	LS	0.00	0.00	0.00	1.00	1.00	5,698.00	5,698.00
58	* No 6" ADA bid item. Add \$18.50/SY to 4" sidewalk	LS	0.00	0.00	0.00	1.00	1.00	190.55	190.55
<b>Paving Sub Total (\$)</b>									
36	Remove Tree	EA	2.00	0.00	2.00	3.00	5.00	600.00	1,800.00
37	Remove Curb & Gutter	LF	151.00	0.00	151.00	63.00	214.00	8.00	504.00
38	Remove Pavement All Thicknesses All Types	SY	1,169.00	0.00	1,169.00	271.66	1,440.66	9.00	2,444.94
39	Remove Sidewalk All Thicknesses All Types	SY	72.00	0.00	72.00	17.00	89.00	10.00	170.00
<b>Removals Sub Total (\$)</b>									
45	Inlet Protection - Existing Inlet	EA	8.00	0.00	8.00	-3.00	5.00	110.00	4,918.94
46	Sediment Control Log 6" to 8" Dia	LF	2,500.00	0.00	2,500.00	-1,428.00	1,072.00	3.00	-330.00
47	Concrete Washout Area	EA	1.00	0.00	1.00	-1.00	0.00	3,500.00	-4,284.00
48	Temp Construction Entrance	EA	3.00	0.00	3.00	-1.00	2.00	5,500.00	3,500.00
<b>Erosion &amp; Sediment Control Sub Total (\$)</b>									
50	Seeding Type B	SY	2,500.00	0.00	2,500.00	4,157.00	6,657.00	0.45	-5,500.00
51	Mulching Type 1 - Hydro	SY	2,500.00	0.00	2,500.00	4,157.00	6,657.00	0.45	-13,614.00
<b>Earthwork Sub Total (\$)</b>									
<b>Grand Total (\$)</b>									<b>39,257.44</b>
* NC Items									

**Summary**  
**Source Of Funding**  
**Net Amount Change Order # 4 (\$)**  
**Previous Change Orders (\$)**

39,257.44  
-22,818.10





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Original Contract Amount (\$) 1,690,691.70  
Total Contract Amount (\$) 1,707,131.04

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	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/31/2016	0.00	0.00	10/31/2016	

DESCRIPTION

APPROVED

For Contractor

Title

*ABC*  
ICS, INC  
V.P.

APPROVED DATE

*Free*  
Department Head 11/13/19

Mayor

Attest



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

<b>Project No.</b>	FM-15-J1
<b>Project Name</b>	Lift Station #13 Relocation Belmont Flood Risk Management - Phase 1
<b>Type</b>	Flood Mitigation
<b>Description</b>	Lift Station #13 - Lindenwood Park Entrance near 17 Ave S
<b>Pay Estimate Number</b>	9 - FINAL
<b>From Date</b>	07/19/2018
<b>To Date</b>	10/31/2019

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Industrial Contract Services has performed the work to date shown on this statement

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Miscellaneous</b>								
1 Mobilization	LS	1.00	15,000.00	1.00	15,000.00	0.00	0.00	100.00
2 Traffic Control - Type 1	LS	1.00	6,000.00	1.00	6,000.00	0.00	0.00	100.00
3 F&I Landscaping	LS	1.00	4,000.00	1.00	4,000.00	0.00	0.00	100.00
4 F&I Fence	LF	97.00	210.00	97.00	20,370.00	0.00	0.00	100.00
5 Temp Fence - Safety	LF	1,800.00	1.75	1,300.00	2,275.00	0.00	0.00	72.22
6 F&I Decid Tree 2" Dia	EA	6.00	450.00	17.00	7,650.00	0.00	0.00	<b>283.33</b>
7 Install Electrical Service	LS	1.00	30,000.00	1.00	30,000.00	0.00	0.00	100.00
52 Modify traffic detour plan	LS	1.00	1,265.00	1.00	1,265.00	0.00	0.00	100.00
53 Re-feed power to the Lindenwood Drive lift bridge over the Red River	LS	1.00	5,916.90	1.00	5,916.90	0.00	0.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete (%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
57	Install pedestrian cross walk signage	1.00	800.00	1.00	800.00	0.00	0.00	1.00	800.00	100.00
<b>Storm Sewer</b>				<b>Miscellaneous Sub Total</b>		<b>93,276.90</b>		<b>93,276.90</b>		
8	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	19.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	40.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	80.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	F&I Pipe 12" Dia Reinf Conc	19.00	75.00	19.00	1,425.00	0.00	0.00	19.00	1,425.00	100.00
12	F&I Pipe 30" Dia Reinf Conc	81.00	150.00	81.00	12,150.00	0.00	0.00	81.00	12,150.00	100.00
13	F&I Pipe 54" Dia Reinf Conc	80.00	450.00	80.00	36,000.00	0.00	0.00	80.00	36,000.00	100.00
14	F&I Manhole Type E Reinf Conc	2.00	30,000.00	2.00	60,000.00	0.00	0.00	2.00	60,000.00	100.00
15	F&I Manhole 8' Dia Reinf Conc	1.00	25,000.00	1.00	25,000.00	0.00	0.00	1.00	25,000.00	100.00
16	F&I Manhole 5' Dia Reinf Conc	1.00	15,000.00	1.00	15,000.00	0.00	0.00	1.00	15,000.00	100.00
17	Connect Pipe to Exist Structure	1.00	3,500.00	1.00	3,500.00	0.00	0.00	1.00	3,500.00	100.00
18	Connect Pipe to Exist Pipe	1.00	1,700.00	1.00	1,700.00	0.00	0.00	1.00	1,700.00	100.00
19	F&I Lift Station	1.00	1,043,700.00	1.00	1,043,700.00	0.00	0.00	1.00	1,043,700.00	100.00
20	F&I Lift Station Pumps & Controls	1.00	130,000.00	0.98	127,400.00	0.02	2,600.00	1.00	130,000.00	100.00
21	Repair Outfall	1.00	7,000.00	1.00	7,000.00	0.00	0.00	1.00	7,000.00	100.00
22	F&I Inlet - Single Box (SBI) Reinf Conc	1.00	5,500.00	1.00	5,500.00	0.00	0.00	1.00	5,500.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous			Current			To Date			Percentage Complete(%)
		Quantity	Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
23 Modify Manhole	EA	1.00	6,000.00	6,000.00	0.00	0.00	1.00	6,000.00	1.00	6,000.00	100.00
24 Modify Gatewell	EA	1.00	6,500.00	6,500.00	0.00	0.00	1.00	6,500.00	1.00	6,500.00	100.00
54 Install new manhole cone section in Lindenwood Drive	LS	1.00	1,400.00	1,400.00	0.00	0.00	1.00	1,400.00	1.00	1,400.00	100.00
59 Modify Lift Station	EA	1.00	-30,000.00	0.00	1.00	-30,000.00	1.00	-30,000.00	1.00	-30,000.00	100.00
<b>Paving</b>				<b>Storm Sewer Sub Total</b>			<b>1,352,275.00</b>			<b>1,324,875.00</b>	
25 Subgrade Preparation	SY	1,300.00	4.00	6,076.00	0.00	0.00	1,519.00	6,076.00	1,519.00	6,076.00	116.85*
26 F&I Aggregate for Asph Pavement FAA 43	TON	391.00	75.00	28,950.00	0.00	0.00	386.00	28,950.00	386.00	28,950.00	98.72
27 F&I Woven Geotextile	SY	1,418.00	1.65	2,732.40	0.00	0.00	1,656.00	2,732.40	1,656.00	2,732.40	116.78*
28 F&I Class 5 Agg - 8" Thick	SY	1,418.00	11.00	18,216.00	0.00	0.00	1,656.00	18,216.00	1,656.00	18,216.00	116.78*
29 F&I Pavement 8" Thick Reinf Conc	SY	262.00	85.00	52,098.20	0.00	0.00	612.92	52,098.20	612.92	52,098.20	233.94*
30 F&I Sidewalk 4" Thick Reinf Conc	SY	323.00	55.00	24,274.25	0.00	0.00	441.35	24,274.25	441.35	24,274.25	136.64*
31 F&I Curb & Gutter Standard (Type II)	LF	96.00	40.00	5,600.00	0.00	0.00	140.00	5,600.00	140.00	5,600.00	145.83*
32 F&I Curb & Gutter Mountable (Type I)	LF	20.00	40.00	2,960.00	0.00	0.00	74.00	2,960.00	74.00	2,960.00	370.00*
33 F&I Asphalt Cement PG 58-34	GAL	5,800.00	1.75	10,034.50	0.00	0.00	5,734.00	10,034.50	5,734.00	10,034.50	98.86
34 Paint Epoxy Line 24" Wide	LF	229.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35 F&I Edge Drain 4" Dia PVC	LF	23.00	45.00	1,125.00	0.00	0.00	25.00	1,125.00	25.00	1,125.00	108.70
55 Install floating casting in Lindenwood Drive	LS	1.00	1,359.00	1,359.00	0.00	0.00	1.00	1,359.00	1.00	1,359.00	100.00
56 F&I grooved 24" tape	LS	1.00	5,698.00	5,698.00	0.00	0.00	1.00	5,698.00	1.00	5,698.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
58 No 6" ADA bid item. Add \$18.50/SY to 4" sidewalk	LS	1.00	190.55	0.00	0.00	1.00	190.55	1.00	190.55	100.00
<b>Removals</b>				<b>Paving Sub Total</b>	<b>159,123.35</b>		<b>190.55</b>		<b>159,313.90</b>	
36 Remove Tree	EA	2.00	600.00	5.00	3,000.00	0.00	0.00	5.00	3,000.00	250.00*
37 Remove Curb & Gutter	LF	151.00	8.00	214.00	1,712.00	0.00	0.00	214.00	1,712.00	141.72*
38 Remove Pavement All Thicknesses All Types	SY	1,169.00	9.00	1,440.66	12,965.94	0.00	0.00	1,440.66	12,965.94	123.24*
39 Remove Sidewalk All Thicknesses All Types	SY	72.00	10.00	89.00	890.00	0.00	0.00	89.00	890.00	123.61*
40 Plug Pipe 27" thru 36" Dia	EA	4.00	1,000.00	4.00	4,000.00	0.00	0.00	4.00	4,000.00	100.00
41 Remove Pipe All Sizes All Types	LF	112.00	45.00	112.00	5,040.00	0.00	0.00	112.00	5,040.00	100.00
42 Remove Lift Station	EA	1.00	55,000.00	1.00	55,000.00	0.00	0.00	1.00	55,000.00	100.00
43 Remove Inlet	EA	2.00	650.00	2.00	1,300.00	0.00	0.00	2.00	1,300.00	100.00
44 Remove Landscaping	LS	1.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
				<b>Removals Sub Total</b>	<b>93,907.94</b>		<b>0.00</b>		<b>93,907.94</b>	
<b>Erosion &amp; Sediment Control</b>										
45 Inlet Protection - Existing Inlet	EA	8.00	110.00	5.00	550.00	0.00	0.00	5.00	550.00	62.50
46 Sediment Control Log 6" to 8" Dia	LF	2,500.00	3.00	1,072.00	3,216.00	0.00	0.00	1,072.00	3,216.00	42.88
47 Concrete Washout Area	EA	1.00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48 Temp Construction Entrance	EA	3.00	5,500.00	2.00	11,000.00	0.00	0.00	2.00	11,000.00	66.67
				<b>Erosion &amp; Sediment Control Sub Total</b>	<b>14,766.00</b>		<b>0.00</b>		<b>14,766.00</b>	



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Earthwork</b>												
49	Topsoil - Strip & Spread	LS	1.00	15,000.00	1.00	15,000.00	0.00	0.00	0.00	1.00	15,000.00	100.00
50	Seeding Type B	SY	2,500.00	0.45	3,328.50	1,497.83	3,328.50	1,497.83	6,657.00	2,995.65	2,995.65	266.28*
51	Mulching Type 1 - Hydro	SY	2,500.00	0.45	6,657.00	2,995.65	0.00	0.00	6,657.00	2,995.65	2,995.65	266.28*
						<b>Earthwork Sub Total</b>	<b>19,493.48</b>		<b>1,497.83</b>		<b>20,991.30</b>	
<b>Summary</b>												
1. Original Contract Amount												
2. Net Change by Change Order												
3. Contract Amount To Date												
4. Total Work Completed to Date												
5. Retainage @ 0.00 % to Date												
6. Previous Retainage												
7. Retainage This Period												
8. Liquidated Damages												
0.00 Days to Date												
0.00 Days to Previous												
0.00 Days This Period												
9. Material on Hand (Payment)												
10. Material on Hand (Recovery)												
11. Adjustments												
											\$ 1,690,691.70	
											\$ -22,818.10	
											\$ 1,667,873.60	
											\$ 1,707,131.04	
											\$ 86,642.13	
											\$ 86,642.13	
											\$ 0.00	
											\$ -56,000.00	
											\$ -56,000.00	
											\$ 0.00	
											\$ 0.00	
											\$ 0.00	
											\$ -56,000.00	



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

12. Total Due to Date	\$ 1,651,131.04
13. Previous Payments	\$ 1,590,200.54
14. Payment Due This Estimate	\$ 60,930.51
15. Amount allowed Pay Estimate # 9 - FINAL	\$ 60,930.51

Workflow History							
Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	10/31/2019	rhasey	Stage/initialized			
Draft	Administrator,Division Head,Project Manager	10/31/2019	rhasey	Complete			
Completed	Administrator,Department Head,Division Head	10/31/2019	rhasey	Stage/initialized			

8

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-19-B1

Type: Change Order #1

Location: Citywide

Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/18/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jim Mohr</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #1, in the amount of \$85,084.90 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$85,084.90, bringing the total contract amount to \$424,058.50.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1 to Northstar Safety.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$85,084.90, bringing the total contract amount to \$424,058.50 to Northstar Safety.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic Funds

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 50% escrow deposit required

<u>Yes</u>	<u>No</u>
<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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Jim Mohr, Project Manager  
**Date:** November 6, 2019  
**Re:** Project No. TM-19-B1 – Change Order #1  
Pavement Markings & Incidentals

---

**Background:**

Project No. TM-19-B1 is a citywide pavement marking project.

Northstar Safety is the Prime Contractor on this project.

The attached Change Order #1, in the amount of \$85,084.90, which increases the total contract amount to \$424,058.50, is for additional work as shown on Change Order #1. A full description of the additional work can be seen on the attached Change Order.

**Recommended Motion:**

Approve Change Order #1 in the amount of \$85,084.90 to Northstar Safety.

JDM/klb

Attachment

Project No	TM-19-B1	Change Order No	1
Project Name	Pavement Markings & Incidentals		
Date Entered	10/29/2019	For	Northstar Safety Inc

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

**EXPLANATION OF CHANGE:** added various locations city wide

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Pavement Markings	1	Paint Epoxy Line 4" Wide	LF	23,200.00	0.00	23,200.00	17,565.00	40,765.00	1.95	34,251.75	
	3	Paint Epoxy Line 8" Wide	LF	1,610.00	0.00	1,610.00	830.00	2,440.00	3.90	3,237.00	
	4	Paint Epoxy Line 16" Wide	LF	568.00	0.00	568.00	141.00	709.00	15.00	2,115.00	
	5	Paint Epoxy Line 24" Wide	LF	526.00	0.00	526.00	234.00	760.00	13.80	3,229.20	
	6	Paint Epoxy Message	SF	1,548.00	0.00	1,548.00	256.50	1,804.50	13.30	3,411.45	
	7	F&I Grooved Plastic Film 4" Wide	LF	1,900.00	0.00	1,900.00	129.00	2,029.00	4.90	632.10	
	9	F&I Grooved Plastic Film 8" Wide	LF	1,710.00	0.00	1,710.00	52.00	1,762.00	10.50	546.00	
	12	F&I Grooved Contrast Film 7" Wide	LF	7,976.00	0.00	7,976.00	28.00	8,004.00	9.60	268.80	
	14	Obilliterate Pavement Markings	SF	3,000.00	0.00	3,000.00	6,264.00	9,264.00	4.50	28,188.00	
	17	Pavement Markings	LS	0.00	0.00	0.00	1.00	1.00	9,205.60	9,205.60	
	<b>Pavement Markings Sub Total (\$)</b>										<b>85,084.90</b>

**Summary**

Source Of Funding	Traffic Engineering Funds - 101
Net Amount Change Order # 1 (\$)	85,084.90
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	338,973.60
Total Contract Amount (\$)	424,058.50



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

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

CONTRACT TIME					
Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/01/2019	05/01/2020	0.00	0.00	11/01/2019	05/01/2020
Description					
APPROVED					
For Contractor		APPROVED DATE			
<i>Mike Ly</i>		Department Head			
VICE PRESIDENT		<i>TC</i>			
Title		Mayor			
		11/13/19			
		Attest			

9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-18-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/18/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Scott Olson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, for Change Order #1, in the amount of \$12,903.00 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$12,903.00, bringing the total contract amount to \$128,907.00.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1 to Johnson & Schock Excavating.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$12,903.00, bringing the total contract amount to \$128,907.00 to Johnson & Schock Excavating.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Funds

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 50% escrow deposit required

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

# Memorandum

**To:** Members of PWPEC  
**From:** Scott Olson, Project Engineer  
**Date:** November 6, 2019  
**Re:** Project No. UR-18-A1 – Change Order # 1

---

## **Background:**

Project No. UR-18-A1 is for the lowering of specified water services that are shallow and prone to freezing to a minimum depth of 7.5', which will help reduce future risk of freezing within the City right of way.

Johnson & Schock Excavating, Inc. is the Prime Contractor for the project.

## **Additional Property:**

Johnson & Schock is currently performing private sanitary sewer repair work at 1530 5<sup>th</sup> Street South. This property is on the City's list of properties whose water service line is to be lowered as part of a future project. We would like to add this property to project UR-18-A1 so the water service may be lowered while there is currently work being performed rather than impacting the street again within the next 1-3 years.

Using unit bid prices the cost to complete the work is \$12,903.00 and will reduce the financial obligation to the home owner for the private sewer service repair work.

## **Recommended Motion:**

Approve the described Change Order #1 in the amount of \$12,903.00 to Johnson & Schock Excavating, Inc.

SEO/klb  
Attachment

C: Thomas Knakmuhs

Project No	UR-18-A1	Change Order No	1
Project Name	Water Service Lowering and Incidentals		
Date Entered	10/21/2019	For	Johnson & Schock Excavating, 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:** Additional Service Lowering Location

Johnson & Schock are currently performing private sanitary sewer repair work at 1530 5th St S. This property is on the City's list of properties whose water service line is to be lowered as part of a future project. We would like to add this property to UR-18-A1 so the water service may be lowered while there is currently work being performed at this residence.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Water Service Lowering	13	Extra - WaterMains	LS	0.00	0.00	0.00	1.00	1.00	12,903.00	12,903.00
Water Service Lowering Sub Total (\$)										12,903.00

**Summary**

Source Of Funding Utility Funds - Water - 501

Net Amount Change Order # 1 (\$)	12,903.00
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	116,004.00
Total Contract Amount (\$)	128,907.00

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	08/02/2019	Current Final Completion Date	06/01/2020	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	08/02/2019	New Final Completion Date	06/01/2020
APPROVED DATE											



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

For Contractor

Title

*[Handwritten Signature]*  
*Owner*

Department Head

Mayor

Attest

*[Handwritten Signature]*

11/13/19

10

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. FM-15-F2 Type: Negative Final Balancing Change Order #5

Location: River Dr, Hackberry Dr & Harwood Dr Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/18/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Negative Final Balancing Change Order #5 in the amount of \$-38,399.70, bringing the total contract amount to \$802,560.20.

Staff is recommending approval Negative Final Balancing Change Order #5 in the amount of \$-38,399.70.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to Industrial Builders.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of \$-38,399.70, bringing the total contract amount to \$802,560.20 to Industrial Builders.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

	<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>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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 type="checkbox"/>	<input 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:** Rob Hasey, Project Manager  
**Date:** November 1, 2019  
**Re:** Project No. FM-15-F2 – Final Balancing Change Order #5  
Harwood, Hackberry, River Drive Levees – Phase 2

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**Background:**

Attached is Final Balancing Change Order #5 in the amount of (\$38,399.70) for Project No. FM-15-F2. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$	806,698.90
Change Order #1	\$	21,016.00
Change Order #2	\$	13,245.00
Change Order #3	\$	0.00 (No cost time extension)
Change Order #4	\$	0.00 (No cost time extension)
FBCO #5:	\$	(38,399.70)
<u>Liquidated Damages</u>	\$	<u>(5,400.00)</u>
Total Contract:	\$	797,160.20

**Recommended Motion:**

Approve Final Balancing Change Order #5 in the amount of (\$38,399.70) to Industrial Builders.

RJH/klb  
Attachment

C: Tom Knakmuhs



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Project No</b>	FM-15-F2	<b>Change Order No</b>	5
<b>Project Name</b>	Flood Risk Management	<b>For</b>	Industrial Builders Inc
<b>Date Entered</b>	10/31/2019		

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:** Final Balancing

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

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 (\$)
Miscellaneous	5	Remove Tree	EA	132.00	10.00	142.00	1.00	143.00	250.00	250.00
	9	Sediment Control Log 6" to 8" Dia	LF	3,407.00	0.00	3,407.00	-3,407.00	0.00	2.10	-7,154.70
	12	Demolition	EA	5.00	0.00	5.00	-3.00	2.00	1,000.00	-3,000.00
<b>Miscellaneous Sub Total (\$)</b>										<b>-9,904.70</b>
Flood Mitigation	13	Topsoil Strip	CY	3,703.00	0.00	3,703.00	3,165.00	6,868.00	2.00	6,330.00
	14	Topsoil Spread	CY	3,703.00	0.00	3,703.00	3,165.00	6,868.00	3.00	9,495.00
	15	Topsoil Import	CY	2,986.00	0.00	2,986.00	-2,986.00	0.00	6.00	-17,916.00
	16	Fill - Import	CY	14,868.00	0.00	14,868.00	2,971.00	17,839.00	10.00	29,710.00
	17	Fill - Haul	CY	500.00	0.00	500.00	-300.00	200.00	6.00	-1,800.00
	18	Embankment	CY	8,331.00	0.00	8,331.00	-3,131.00	5,200.00	3.00	-9,393.00
	19	Excavation	CY	8,331.00	0.00	8,331.00	-3,131.00	5,200.00	2.00	-6,262.00
	20	Subcut	CY	500.00	0.00	500.00	-500.00	0.00	5.00	-2,500.00
	21	Mulching Type 1 - Hydro	SY	52,756.00	0.00	52,756.00	-23,054.00	29,702.00	0.35	-8,068.90
	22	Seeding Type B	SY	52,756.00	0.00	52,756.00	-2,440.00	50,316.00	0.30	-732.00
	23	Overseeding	SY	52,756.00	0.00	52,756.00	-51,006.00	1,750.00	0.15	-7,650.90
	24	Weed Control Type B	SY	52,756.00	0.00	52,756.00	-52,756.00	0.00	0.10	-5,275.60
	25	F&I Erosion Control Blanket Type 3	SY	18,982.00	0.00	18,982.00	1,631.00	20,613.00	1.40	2,283.40
<b>Flood Mitigation Sub Total (\$)</b>										<b>-11,780.00</b>



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Storm Sewer	31	Remove Pipe All Sizes All Types	LF	114.00	0.00	114.00	-4.00	110.00	6.00	-24.00
Paving	39	F&I Sidewalk 4" Thick Reinf Conc	SY	297.00	30.00	327.00	-126.00	201.00	90.00	-11,340.00
	41	Remove Sidewalk All Thicknesses All Types	SY	189.00	30.00	219.00	-59.00	160.00	5.00	-295.00
	43	F&I Driveway 7" Thick Reinf Conc	SY	44.00	0.00	44.00	-44.00	0.00	95.00	-4,180.00
	44	Remove Driveway All Thicknesses All Types	SY	2,054.00	0.00	2,054.00	-44.00	2,010.00	4.00	-176.00
	48	Concrete Washout Area	EA	1.00	0.00	1.00	-1.00	0.00	700.00	-700.00
		<b>Paving Sub Total (\$)</b>								<b>-16,691.00</b>
		<b>Storm Sewer Sub Total (\$)</b>								<b>-24.00</b>

Summary

Source Of Funding

Net Amount Change Order # 5 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-38,399.70  
34,261.00  
806,698.90  
802,560.20

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/09/2018	06/01/2019	0.00	0.00	11/09/2018	06/01/2019

Description

APPROVED

*Erik Diederich*  
For Contractor

Industrial Builders, Inc.

Title

Director of Business Development

APPROVED DATE

Department Head

*[Signature]*

Mayor

11/13/19

Attest



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

**Project No.** FM-15-F2  
**Project Name** Flood Risk Management  
**Type** Flood Mitigation  
**Description** Harwood, Hackberry, and River Drive South - Phase 2  
**Pay Estimate Number** 7 - FINAL  
**From Date** 06/26/2019 **To Date** 10/23/2019

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Industrial Builders Inc has performed the work to date shown on this statement

Contract	Miscellaneous	Unit	Previous		Current		To Date		Percentage Complete(%)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
1	Abatement - Asbestos Cement	EA	4.00	40,000.00	0.00	0.00	4.00	40,000.00	100.00
2	Mobilization	LS	1.00	43,300.00	0.00	0.00	1.00	43,300.00	100.00
3	Temp Fence - Safety	LF	990.00	3,465.00	0.00	0.00	990.00	3,465.00	100.00
4	Clear & Grub	LS	1.00	8,000.00	0.00	0.00	1.00	8,000.00	100.00
5	Remove Tree	EA	142.00	35,750.00	0.00	0.00	143.00	35,750.00	100.70
6	Repair Concrete	SY	87.00	11,745.00	0.00	0.00	87.00	11,745.00	100.00
7	Temp Construction Entrance	EA	8.00	12,000.00	0.00	0.00	8.00	12,000.00	100.00
8	Silt Fence - Standard	LF	3,300.00	5,280.00	0.00	0.00	3,300.00	5,280.00	100.00
9	Sediment Control Log 6" to 8" Dia	LF	3,407.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Inlet Protection - Existing Inlet	EA	26.00	4,160.00	0.00	0.00	26.00	4,160.00	100.00



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
11 Remove Foundation All Types	EA	5.00	23,000.00	5.00	115,000.00	0.00	0.00	5.00	115,000.00	100.00
12 Demolition	EA	5.00	1,000.00	2.00	2,000.00	0.00	0.00	2.00	2,000.00	40.00
<b>Flood Mitigation</b>				<b>Miscellaneous Sub Total</b>	<b>280,700.00</b>		<b>0.00</b>		<b>280,700.00</b>	
13 Topsoil Strip	CY	3,703.00	2.00	6,868.00	13,736.00	0.00	0.00	6,868.00	13,736.00	185.47*
14 Topsoil Spread	CY	3,703.00	3.00	6,868.00	20,604.00	0.00	0.00	6,868.00	20,604.00	185.47*
15 Topsoil Import	CY	2,986.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16 Fill - Import	CY	14,868.00	10.00	17,839.00	178,390.00	0.00	0.00	17,839.00	178,390.00	119.98*
17 Fill - Haul	CY	500.00	6.00	200.00	1,200.00	0.00	0.00	200.00	1,200.00	40.00
18 Embankment	CY	8,331.00	3.00	5,200.00	15,600.00	0.00	0.00	5,200.00	15,600.00	62.42
19 Excavation	CY	8,331.00	2.00	5,200.00	10,400.00	0.00	0.00	5,200.00	10,400.00	62.42
20 Subcut	CY	500.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21 Mulching Type 1 - Hydro	SY	52,756.00	0.35	29,702.00	10,395.70	0.00	0.00	29,702.00	10,395.70	56.30
22 Seeding Type B	SY	52,756.00	0.30	50,316.00	15,094.80	0.00	0.00	50,316.00	15,094.80	95.37
23 Overseeding	SY	52,756.00	0.15	0.00	0.00	1,750.00	262.50	1,750.00	262.50	3.32
24 Weed Control Type B	SY	52,756.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 F&I Erosion Control Blanket Type 3	SY	18,982.00	1.40	20,613.00	28,858.20	0.00	0.00	20,613.00	28,858.20	108.59
26 Inspection Trench	CY	17,594.00	3.00	17,594.00	52,782.00	0.00	0.00	17,594.00	52,782.00	100.00
<b>Sanitary Sewer</b>				<b>Flood Mitigation Sub Total</b>	<b>347,060.70</b>		<b>262.50</b>		<b>347,323.20</b>	
27 Casting to Grade - no Conc	EA	1.00	500.00	1.00	500.00	0.00	0.00	1.00	500.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete (%)	
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
28	Eliminate Sewer Service	EA	6.00	2,500.00	6.00	15,000.00	0.00	0.00	6.00	15,000.00	100.00
<b>Watermain</b>				<b>Sanitary Sewer Sub Total</b>	<b>15,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,500.00</b>	<b>15,500.00</b>	
29	Eliminate Water Service	EA	6.00	2,500.00	6.00	15,000.00	0.00	0.00	6.00	15,000.00	100.00
30	GV Box to Grade - Blvd	EA	1.00	500.00	1.00	500.00	0.00	0.00	1.00	500.00	100.00
<b>Storm Sewer</b>				<b>Watermain Sub Total</b>	<b>15,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,500.00</b>	<b>15,500.00</b>	
31	Remove Pipe All Sizes All Types	LF	114.00	6.00	110.00	660.00	0.00	0.00	110.00	660.00	96.49
32	Casting to Grade - no Conc	EA	1.00	500.00	1.00	500.00	0.00	0.00	1.00	500.00	100.00
<b>Paving</b>				<b>Storm Sewer Sub Total</b>	<b>1,160.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,160.00</b>	<b>1,160.00</b>	
33	Remove Pavement All Thicknesses All Types	SY	750.00	12.00	750.00	9,000.00	0.00	0.00	750.00	9,000.00	100.00
34	Subgrade Preparation	SY	1,001.00	3.00	1,001.00	3,003.00	0.00	0.00	1,001.00	3,003.00	100.00
35	F&I Woven Geotextile	SY	1,001.00	2.00	1,001.00	2,002.00	0.00	0.00	1,001.00	2,002.00	100.00
36	F&I Class 5 Agg - 8" Thick	SY	1,001.00	12.00	1,001.00	12,012.00	0.00	0.00	1,001.00	12,012.00	100.00
37	F&I Curb & Gutter Mountable (Type I)	LF	688.00	55.00	688.00	37,840.00	0.00	0.00	688.00	37,840.00	100.00
38	Remove Curb & Gutter	LF	688.00	5.00	688.00	3,440.00	0.00	0.00	688.00	3,440.00	100.00
39	F&I Sidewalk 4" Thick Reinf Conc	SY	327.00	90.00	201.00	18,090.00	0.00	0.00	201.00	18,090.00	61.47
40	F&I Sidewalk 6" Thick Reinf Conc	SY	16.00	95.00	16.00	1,520.00	0.00	0.00	16.00	1,520.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage	
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)	Complete(%)
41 Remove Sidewalk All Thicknesses All Types	SY	219.00	5.00	160.00	800.00	0.00	0.00	160.00	800.00	73.06	73.06
42 F&I Impressioned 4" Thick Reinf Conc	SY	25.00	200.00	25.00	5,000.00	0.00	0.00	25.00	5,000.00	100.00	100.00
43 F&I Driveway 7" Thick Reinf Conc	SY	44.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44 Remove Driveway All Thicknesses All Types	SY	2,054.00	4.00	2,010.00	8,040.00	0.00	0.00	2,010.00	8,040.00	97.86	97.86
45 F&I Det Warn Panels Cast Iron	SF	27.00	48.00	27.00	1,296.00	0.00	0.00	27.00	1,296.00	100.00	100.00
46 F&I Aggregate for Asph Pavement FAA 43	TON	329.00	58.00	329.00	19,082.00	0.00	0.00	329.00	19,082.00	100.00	100.00
47 F&I Asphalt Cement PG 58-28	GAL	4,235.00	3.20	4,235.00	13,552.00	0.00	0.00	4,235.00	13,552.00	100.00	100.00
48 Concrete Washout Area	EA	1.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49 Traffic Control - Type 1	LS	1.00	5,000.00	1.00	5,000.00	0.00	0.00	1.00	5,000.00	100.00	100.00
50 Class 3 gravel backfill	LS	1.00	2,700.00	1.00	2,700.00	0.00	0.00	1.00	2,700.00	100.00	100.00
<b>Paving Sub Total</b>				<b>142,377.00</b>	<b>142,377.00</b>	<b>0.00</b>	<b>0.00</b>	<b>142,377.00</b>	<b>142,377.00</b>		

**Summary**

1. Original Contract Amount	\$ 806,698.90
2. Net Change by Change Order	\$ 34,261.00
3. Contract Amount To Date	\$ 840,959.90
4. Total Work Completed to Date	\$ 802,560.20
5. Retainage @ 0.00 % to Date	\$ 40,114.89
6. Previous Retainage	\$ 40,114.89
7. Retainage This Period	\$ 0.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

8. Liquidated Damages			\$ -5,400.00
9.00 Days to Date			\$ -5,400.00
9.00 Days to Previous			\$ 0.00
0.00 Days This Period			\$ 0.00
9. Material on Hand (Payment)			\$ -5,400.00
10. Material on Hand (Recovery)			\$ 797,160.20
11. Adjustments			\$ 756,782.81
12. Total Due to Date			\$ 40,377.39
13. Previous Payments			\$ 40,377.39
14. Payment Due This Estimate			\$ 40,377.39
15. Amount allowed Pay Estimate # 7 - FINAL			\$ 40,377.39

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	10/23/2019	rhasey	StageInitialized			
Draft	Administrator, Division Head, Project Manager	10/31/2019	rhasey	Complete			
Completed	Administrator, Department Head, Division Head	10/31/2019	rhasey	StageInitialized			



(91)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-19-A1 Type: Negative Final Balancing Change Order #3  
 Location: Citywide Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	11/18/2019
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, regarding Negative Final Balancing Change Order #3 in the amount of \$-6,629.85, bringing the total contract amount to \$505,136.65.

Staff is recommending approval of Negative Final Balancing Change Order #23 in the amount of \$-6,629.85.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-6,629.85, bringing the total contract amount to \$505,136.65 to Key Contracting.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>    <input checked="" type="checkbox"/>    </u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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 type="checkbox"/>	<input 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



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No : SN-19-A1 Change Order No : 3  
 Project Name : New Construction of City Order Sidewalks  
 Date Entered : 11/5/2019 For : Key Contracting 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:

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

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 (\$)
Section 1 Property Owner Cost	1	F&I Sidewalk 4" Thick Reinf Conc	SY	2,387.00	0.00	2,387.00	-30.00	2,357.00	66.00	-1,980.00
	2	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1,589.00	0.00	1,589.00	-204.00	1,385.00	72.00	-14,688.00
	3	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	40.00	40.00	80.00	-8.00	72.00	90.00	-720.00
	4	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40.00	0.00	40.00	2.00	42.00	90.00	180.00
	5	Remove Sidewalk 4" Thick Conc	SY	20.00	0.00	20.00	-20.00	0.00	18.00	-360.00
	6	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	12.00	-240.00
<b>Section 1 Property Owner Cost Sub Total (\$)</b>										
-17,808.00										
Section 2 City Cost	7	Rem & Repl Curb & Gutter	LF	100.00	100.00	200.00	-22.00	178.00	55.00	-1,210.00
	8	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	371.00	500.00	871.00	-42.00	829.00	72.00	-3,024.00
	9	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	132.00	118.00	250.00	-32.00	218.00	79.00	-2,528.00
	10	Remove Sidewalk 4" Thick Conc	SY	20.00	0.00	20.00	-20.00	0.00	12.00	-240.00
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	15.00	35.00	69.00	1,035.00
	12	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	0.00	20.00	9.00	29.00	74.00	666.00
	13	F&I Det Warn Panels Cast Iron	SF	332.00	0.00	332.00	158.00	490.00	55.00	8,690.00
	15	GV Box to Grade - w/Conc	EA	2.00	10.00	12.00	-3.00	9.00	200.00	-600.00
	16	Curb Stop Box to Grade	EA	12.00	0.00	12.00	-3.00	9.00	150.00	-450.00
	17	Mulching Type 1 - Hydro	SY	3,000.00	0.00	3,000.00	541.00	3,541.00	2.00	1,082.00



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Section 2 City Cost	18	Seeding Type B	SY	3,000.00	0.00	3,000.00	541.00	3,541.00	2.00	1,082.00
	19	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	12.00	-240.00
	22	Extra - Paving	LS	1.00	0.00	1.00	0.06	1.06	69,970.00	4,310.15
	27	* Asphalt Patching 25th St S. & 44th Ave S as well as 45th St S. & 17th Ave S. Traffic control, Sawing Labor, Saw, Blade and Misc	LS	0.00	0.00	0.00	1.00	1.00	2,605.00	2,605.00
<b>Section 2 City Cost Sub Total (\$)</b>										11,178.15
<b>Grand Total (\$)</b>										-6,629.85

\* NC Items

Summary

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-6,629.85  
144,716.50  
367,050.00  
505,136.65

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	10/31/2019	Current Final Completion Date	11/15/2019	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	10/31/2019	New Final Completion Date	11/15/2019
-------------------------------------	------------	-------------------------------	------------	--	------	----------------------------------	------	---------------------------------	------------	---------------------------	------------

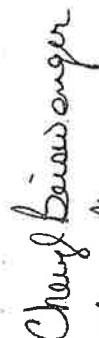
Description


APPROVED

For Contractor

Title

APPROVED DATE


  
 Cheryl Bawson  
 Office Mgr 11-5-19


  
 Department Head  
 Mayor 11/13/19

Attest

(12)

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Type: Amendment of Easement

Location: Urban Plains Addition

Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/18/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Ron Solberg</u>

The Committee reviewed a communication from Civil Engineer, Ron Solberg, regarding an amendment to a 20 foot wide storm sewer easement. The Amendment to the Easement is to allow the owner to pave over an area of the easement approximately 20 feet by 232 feet to provide 25 additional parking places for the adjacent NUE32 apartment complex.

There is no cost for this amendment.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the Amendment to the Easement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Amendment to the Easement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Ryan Erickson</u>
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 type="checkbox"/>	<input 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:** PWPEC

**From:** Ronald Solberg, P.E.  
Civil Engineer II

**Date:** October 28, 2019

**Re:** Amendment of Permanent Easement (Storm Sewer)  
Recorded Document #1198096

---

I am requesting approval of the subject easement amendment. The easement is a 20 foot wide storm sewer easement for a City of Fargo storm sewer. The easement crosses private property in the Urban Plains Addition. The Amendment to the Easement is to allow the owner to pave over an area of the easement approximately 20 feet by 232 feet to provide 25 additional parking places for the adjacent NUE32 apartment complex. Attached, for clarification of this request, are the following:

1. A copy of the proposed amendment with attached "exhibit".
2. A copy of the Urban Plains First Addition plat showing the (highlighted) subject easement.
3. A preliminary plan by Dietrich Construction showing the approximate area being paved.
4. A GIS picture of the site showing the approximate area being paved.

There is no cost for this amendment.

**Recommended Motion**

Approval of the subject Amendment to the Easement.

Attachments

Amendment of Permanent Easement  
(Storm Sewer)  
Recorded Document #1198096

Pursuant to plat for the Urban Plains Retail Addition, a Replat of Block 9 of Urban Plains by Brandt First Addition to the City of Fargo, Cass County, North Dakota, recorded as Document #1198096, Owner Grayhawk Apartments, LLC, whether one or more, and its predecessors in interest (hereinafter "Owner" or "Grantor"), granted to the City of Fargo, North Dakota, a municipal corporation ("Grantee") a permanent and perpetual easement for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, as noted in the Declarations, pertaining to Urban Plains Retail Addition to the City of Fargo, County of Cass, State of North Dakota.

The parties hereto agree that a provision of the existing grant may be released, specifically that part of the easement that prohibits or prevents the Grantor from placing pavement in the easement area, described as follows:

A tract of land situated in Lot Ten, Block One of Urban Plains Retail Addition to the City of Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the northeast corner of said Lot Ten, Block One of Urban Plains Retail Addition; thence North 65 degrees 18 minutes 39 seconds West, along the northerly line of said Lot Ten, for a distance of 31.08 feet; thence South 24 degrees 41 minutes 21 seconds West, 12.00 feet to the point of beginning; thence continuing South 24 degrees 41 minutes 21 seconds West, 20.00 feet; thence North 65 degrees 18 minutes 39 seconds West parallel with said northerly line, 232.00 feet; thence North 24 degrees 41 minutes 21 seconds East, 20.00 feet; thence South 65 degrees 18 minutes 39 seconds East parallel with said northerly line, 232.00 feet to the point of beginning.

Said tract contains 4,640 square feet, more or less.

The easement is more fully identified in Exhibit A attached hereto.

Owner understands and agrees that this amendment is Grantor's permission to place pavement in the easement area, subject to Grantee's approval as to location within the easement.

In no event shall pavement be in the easement area within 10' of the storm manhole on the North end of the easement area.

Grantor understands and agrees further that Grantor is responsible for the installation and maintenance of the pavement, and waives any and all claims for damages thereto in the event any part of the pavement is damaged by Grantee in the exercise of the easement grant.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

Grayhawk Apartments, LLC, Owners

A. A. Brandt

\_\_\_\_\_

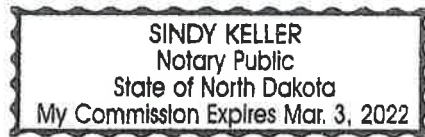
STATE OF NORTH DAKOTA     )  
  ) ss:  
COUNTY OF CASS                     )

On this 15<sup>th</sup> day of October, 2019, before me, a notary public in and for said county and state, personally appeared Ace A. Brandt and \_\_\_\_\_, known to me to be the persons described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Sindy Keller

Notary Public  
Cass County, North Dakota

(SEAL)



IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF FARGO, a North Dakota municipal corporation

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

ATTEST

\_\_\_\_\_  
Steven Sprague

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, known to me to be the Mayor and Auditor, respectively, of the City of Fargo, described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

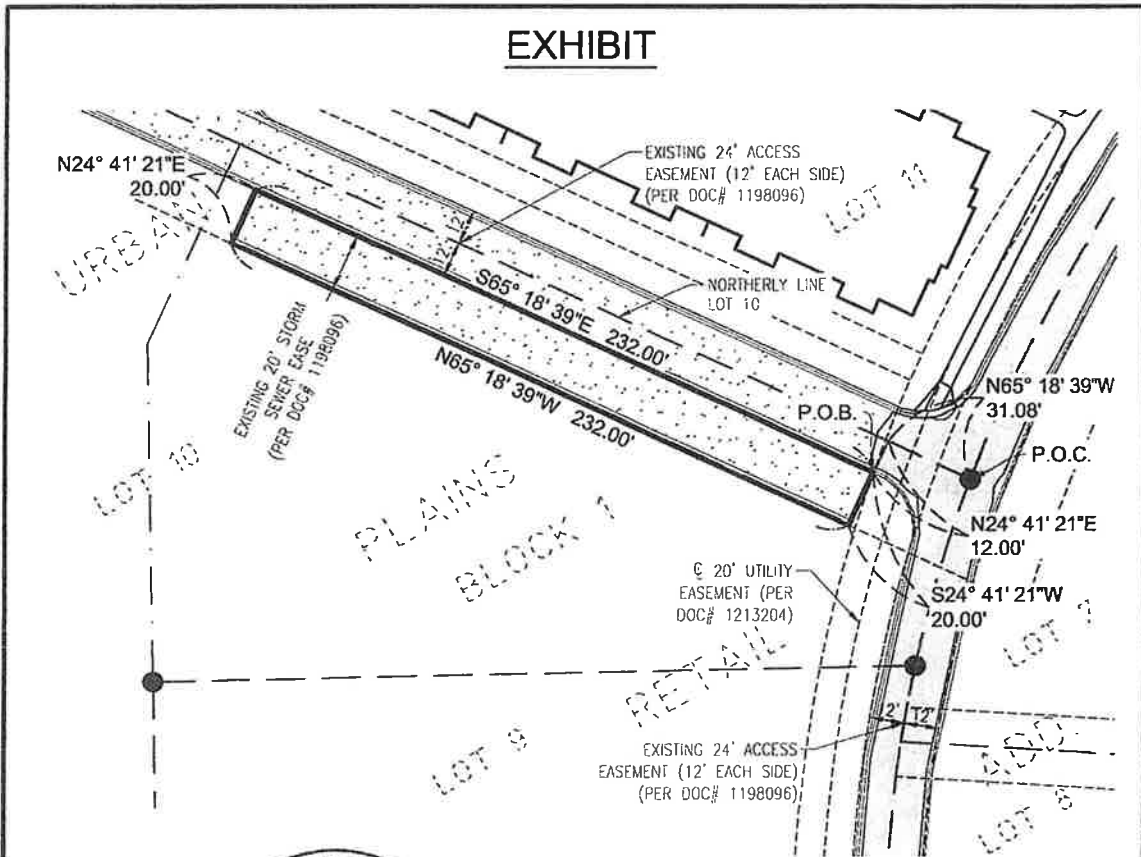
\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

The legal description was prepared by:  
Mead & Hunt  
8 Seventh Street N.  
Fargo, ND 58102  
701-566-6450

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](mailto:nmorris@lawfargo.com)



**EXHIBIT**



0 25 50  
 SCALE IN FEET  
 ORIENTATION OF THIS  
 BEARING SYSTEM IS CITY  
 OF FARGO 2007

**SYMBOL LEGEND**

●	MONUMENT IN PLACE
●	P.O.B.
●	P.O.C.
—	BOUNDARY LINE
- - -	EXISTING LOT LINE
- - -	EXISTING PARCEL LINE
- - -	EXISTING EASEMENT LINE
▬	EXISTING BUILDING
▬	EXISTING CONCRETE PAVEMENT
▬	EXISTING ASPHALT PAVEMENT
▬	EXISTING CURB & GUTTER



8 Seventh Street N  
 Fargo, ND 58102  
 Phone: 701-566-6450  
 meadhunt.com

Drawn By: LSJ  
 Checked By: GAN  
 Approved By: GAN

**DIETRICH HOMES  
 NUE32 APARTMENTS  
 URBAN PLAINS  
 FARGO, NORTH DAKOTA**

M&H NO.: 4571100-192730.01 DATE: 9-20-2019  
 DWG NAME: 192730 EXHIBIT.dwg SHEETS: 2 OF 2

EXHIBIT

DESCRIPTION

A tract of land situated in Lot Ten, Block One of Urban Plains Retail Addition to the City of Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the northeast corner of said Lot Ten, Block One of Urban Plains Retail Addition; thence North 65 degrees 18 minutes 39 seconds West, along the northerly line of said Lot Ten, for a distance of 31.08 feet; thence South 24 degrees 41 minutes 21 seconds West, 12.00 feet to the point of beginning; thence continuing South 24 degrees 41 minutes 21 seconds West, 20.00 feet; thence North 65 degrees 18 minutes 39 seconds West parallel with said northerly line, 232.00 feet; thence North 24 degrees 41 minutes 21 seconds East, 20.00 feet; thence South 65 degrees 18 minutes 39 seconds East parallel with said northerly line, 232.00 feet to the point of beginning.

Said tract contains 4,640 square feet, more or less.

CERTIFICATION

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

*Gary A. Ness*

GARY A. NESS, PLS

REG. NO. LS-3461 DATE: 9/20/2019



8 Seventh Street N  
Fargo, ND 58102  
Phone: 701-566-6450  
meadhunt.com

Drawn By: LSJ  
Checked By: GAN  
Approved By: GAN

DIETRICH HOMES  
NUE32 APARTMENTS  
URBAN PLAINS  
FARGO, NORTH DAKOTA

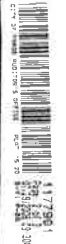
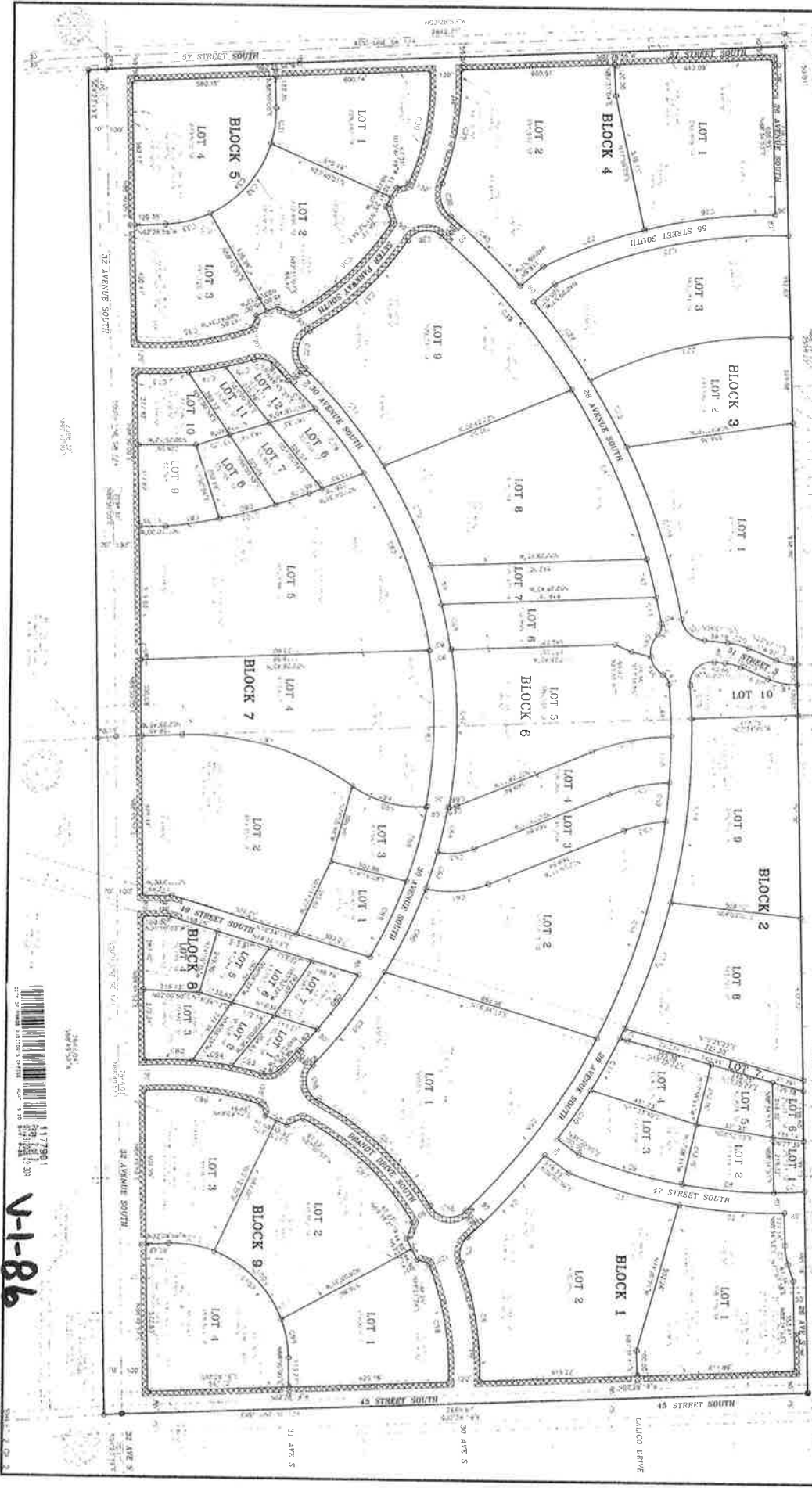
M&H NO.: 4571100-192730.01 DATE: 9-20-2019  
DWG NAME: 192730 EXHIBIT.dwg SHEETS: 1 OF 2

# URBAN PLAINS BY BRANDT FIRST ADDITION

Uiteg Engineers  
 1410 13TH AVENUE SOUTH, SUITE 100  
 FARGO, ND 58103-1410  
 PHONE: (701) 781-7777  
 FAX: (701) 781-7778

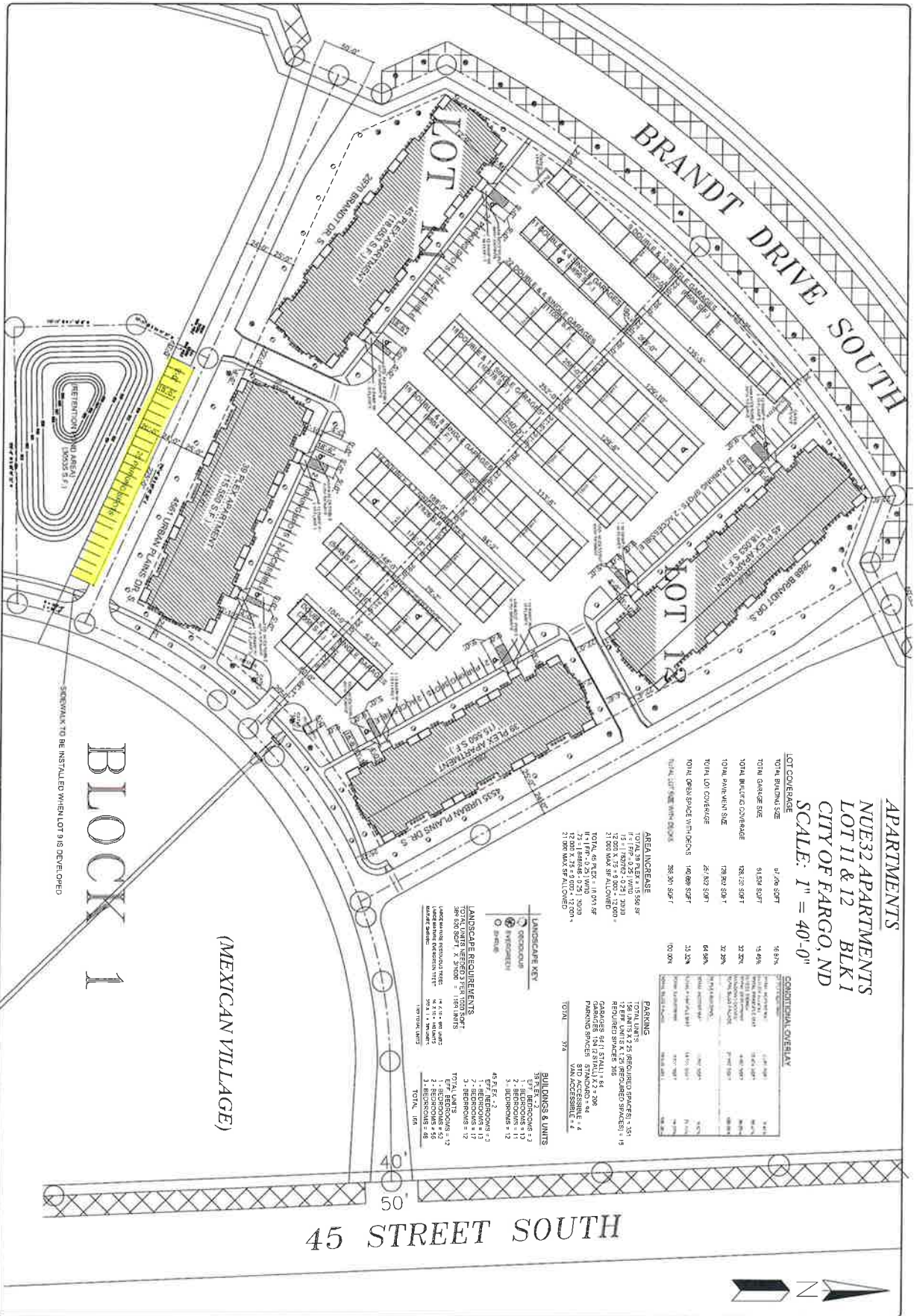
A PORTION OF THE SOUTH HALF OF SECTION 21 AND A PORTION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 139 NORTH, RANGE 49 WEST  
 (A MAJOR SUBDIVISION)

0 100 200 300  
 SCALE: 1" = 200'  
 DISTANCE IN FEET  
 1" = 100'  
 DISTANCE IN FEET



**V-1-86**





**APARTMENTS**  
**NUE32 APARTMENTS**  
**LOT 11 & 12 BLK 1**  
**CITY OF FARGO, ND**  
**SCALE: 1" = 40'-0"**

**LOT COVERAGE**

TOTAL BUILDING SIZE	67,000 SQFT	18.8%
TOTAL GARAGE SIZE	61,524 SQFT	16.6%
TOTAL BUILDING COVERAGE	78,202 SQFT	20.2%
TOTAL PARKING SIZE	17,880 SQFT	4.7%
TOTAL LOT COVERAGE	65,822 SQFT	17.5%
TOTAL OPEN SPACE WITH DECKS	140,880 SQFT	37.2%
TOTAL LOT AREA WITH DECKS	281,760 SQFT	74.4%

**CONDITIONAL OVERLAY**

TYPE	AREA	PERCENTAGE
RESIDENTIAL	150,000 SQFT	39.6%
COMMERCIAL	150,000 SQFT	39.6%
INDUSTRIAL	150,000 SQFT	39.6%
PARKING	17,880 SQFT	4.7%
<b>TOTAL</b>	<b>377,880 SQFT</b>	<b>98.5%</b>

**AREA INCREASE**  
 TOTAL AREA = 1,155,500 SF  
 TOTAL AREA PERMITTED = 1,155,500 SF  
 TOTAL AREA REQUIRED = 1,155,500 SF  
 TOTAL AREA ALLOWED = 1,155,500 SF  
 TOTAL AREA PERMITTED = 1,155,500 SF  
 TOTAL AREA ALLOWED = 1,155,500 SF

- LANDSCAPE KEY**
- Open Space
  - Grass
  - Gravel
  - Asphalt
- LANDSCAPE REQUIREMENTS**
- TOTAL UNITS PERMITTED PER LOT = 100 UNITS
  - TOTAL UNITS PERMITTED PER TRACT = 300 UNITS
  - TOTAL UNITS PERMITTED PER BLOCK = 1,000 UNITS
  - TOTAL UNITS PERMITTED PER SUBDIVISION = 3,000 UNITS

(MEXICAN VILLAGE)

**BLOCK 1**

SIGNAL TO BE INSTALLED WHEN LOT 9 IS DEVELOPED



<p><b>1</b></p>	<p><b>NUE32 APARTMENTS</b></p>	<p>I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota.</p> <p>Date _____ Rep. No. _____</p>	<p><b>DIETRICH CONSTRUCTION</b></p> <p>4117 30TH ST SW STE A FARGO, ND 58103-2351</p> <p>701-235-1853 701-235-3788</p>	<p>APARTMENTS</p> <p>4.18.16</p>
				<p>CONTRACT NO.</p> <p>6.16.16</p>
<p><b>ATTENTION</b></p> <p>ANYTIME ALTHOUGH THIS COPIES, MODIFICATION OR REVISIONS TO THE WORK OF THE PLAN IS TO BE INITIALED BY THE ARCHITECT AND THE CLIENT. THIS IS A VIOLATION OF THE UNITED STATES FEDERAL COPYRIGHT ACT.</p>	<p><b>DISCLAIMER OF WARRANTIES</b></p> <p>THE ARCHITECT MAKES NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE CONSULTANTS. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THE PLANS.</p>	<p>OWNER</p> <p>M.A.M.</p> <p>5.23.16</p>	<p>APARTMENTS</p> <p>4.18.16</p>	
		<p>PROJECT COST</p> <p>\$1.1M</p> <p>6.28.16</p>	<p>CONTRACT NO.</p> <p>6.30.16</p>	



City of Fargo, ND

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

# Easement Amendment Area

1:2,257

10/28/2019 3:26:49 PM

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



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2022 Federal TAP Applications

Location: Citywide

Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/18/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding the current solicitation from the NDDOT regarding the Transportation Alternatives Program applications (TAP) for federal aid shared use path/bridge projects for year 2022 construction.

He is recommending that the City submit on the shared use path running along Drain 27 south of 52<sup>nd</sup> Avenue South and tying into the Deer Creek development and the new West Fargo Elementary School.

The estimated construction cost is \$500,000, with a request of \$290,000 federal max (58%) and \$210,000 local (42%). This summer with the construction of 52<sup>nd</sup> Avenue South there were improvements made to the trail crossing at Drain 27. This project would provide the connectivity to those improvements along with the trail system to the north.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Drain 27/Deer Creek Shared Use Path project to move forward to Metro COG to be considered by their committees and Policy Board for submittal to the NDDOT for TAP funding in the year 2022.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the Drain 27/Deer Creek Shared Use Path project to move forward to Metro COG for submittal for TAP funding.

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>

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

*B. E. Derrig*

ATTEST:

Brenda E. Derrig, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer – Transportation  
**Date:** November 8, 2019  
**Re:** Federal Aid Transportation Alternatives Program Applications for Year 2022

---

## **Background:**

The NDDOT is soliciting Transportation Alternatives Program applications (TAP) for federal aid shared use path/bridge projects for the year 2022. Each year we apply for these funds and historically we have been successful in receiving them about 80% of the time. The following projects have been completed or are in the process of being completed, using these funds since 2009:

- Shared use path and bridge over Drain 27 in Osgood (near 49<sup>th</sup> Ave S)
- Shared use path and bridge over Drain 27 along 36<sup>th</sup> St between 35<sup>th</sup> Ave S & 40<sup>th</sup> Ave S
- Red River shared use path lift bridges between Lindenwood/Gooseberry Parks and
- Shared use path inside of Drain 53 from 52<sup>nd</sup> Ave S to 58<sup>th</sup> Ave S
- Red River shared use path lift bridge between Oak Grove and Memorial Parks
- Dill Hill shared use path between 6<sup>th</sup> and 7<sup>th</sup> Ave S just south of Island Park on what would be the 5<sup>th</sup> St alignment.

Last year we submitted on three projects and were unsuccessful on all of them. The projects were the 2<sup>nd</sup> Street Pedestrian Bridge near City Hall, the Deer Creek/Drain 27 Shared Use Path project, and the Coulee's Crossing Shared Use Path.

I would like to submit on one project this year and that would be a shared use path running along Drain 27 south of 52<sup>nd</sup> Avenue South and tying into the Deer Creek development and the new West Fargo Elementary School.

The project has estimated construction cost is \$500,000, with a request of \$290,000 federal max (58%) and \$210,000 local (42%). The path would run on the Drain 27 property south of 52<sup>nd</sup> Avenue South to the Veterans Boulevard street right-of-way, and then run across the City of Fargo property that the water storage reservoir sits on. It would run west to Deer Creek Parkway. I have also included a 2000' offshoot of a path that would run on top of the Drain 27 levee from the end of Veterans Boulevard to the southeast corner of the Deer Creek development. Please refer to the attached map for the location of the project.

## **Recommended Motion:**

Approve the Drain 27/Deer Creek Shared Use Path project to move forward to Metro COG to be considered by their committees and Policy Board for submittal to the NDDOT for TAP funding in the year 2022.

JMG/klb

Attachment





PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

19

Type: Mosaic Right of Way Use Agreement

Location: 11<sup>th</sup> Street & 3<sup>rd</sup> Avenue North

Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/18/2019</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 Enclave for the Mosaic construction.

This extended use of right of way is located on the north side of 3<sup>rd</sup> Avenue west of 11<sup>th</sup> Street North, the west side of 11<sup>th</sup> Street north of 3<sup>rd</sup> Avenue North, and in the alley north of 3<sup>rd</sup> Avenue.

Staff is recommending approval the Right of Way Use Agreement for the Mosaic construction.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with Enclave for the Mosaic construction.

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

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

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Kristy Schmidt, CE II  
**Date:** November 8, 2019  
**Re:** Mosaic Right of Way Use Agreement

---

**Background:**

I have been working with Enclave and our City Attorney's Office to compile the necessary Right of Way Use Agreement for the Mosaic construction. The impact to the right of way is expected to continue until September 4, 2020. This extended use of right of way is located on the north side of 3<sup>rd</sup> Avenue west of 11<sup>th</sup> Street North, the west side of 11<sup>th</sup> Street north of 3<sup>rd</sup> Avenue North, and in the alley north of 3<sup>rd</sup> Avenue.

Please find the agreement attached. I would ask PWPEC to review this document and approve if acceptable to move forward to Commission.

**Recommended Motion:**

Approve Right of Way Use Agreement for the building of Mosaic with Enclave.

KLS/klb  
Attachment

C: Ben Meland, Enclave

**Right of Way Use Agreement**

This Agreement, made and entered into between Enclave, L.L.C., a North Dakota limited liability company (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of providing access to Developer’s property located in Fargo, North Dakota (the “Development Property”), described below. For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, specifically:  
  
Lot 9, 10, 11 and 12, Block 36 all in Robert 2<sup>nd</sup> Addition  
  
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.
2. Developer shall be permitted to use the public right of way in such a manner as described in attached Exhibit A1, A2, and A3 as modified from time to time by written agreement of the parties hereto. Specifically, Developer shall be permitted to exercise control over the city right of way adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein.
3. Developer shall be allowed the use of City right of way at the following locations:
  - The west 12.5’ on 11<sup>th</sup> Street North adjacent to the Development Property
  - The north 12.5’ on 3<sup>rd</sup> Avenue North adjacent to Development Property
  - The east 4’ in the alley between 11<sup>th</sup> and 12<sup>th</sup> Street North adjacent to the Development Property. Developer shall install One-way signing in the

alley until the March 15, 2020. Safety devices shall be installed at the ends of the sheet pile in the alley.

- Developer shall Petition for the paving of the aforementioned alley, and agrees to waive any and all protest to such alley paving.

Developer may utility said portion of the City right of way from November 11, 2019 to September 4, 2020 as described in attached Exhibits A1,A2 and A3.

4. Developer shall be allowed to close the pedestrian travel path as shown on Exhibit B, Developer shall be responsible for all signage pertaining to the closure of the pedestrian travel path, and provide all necessary protections for the safety of the traveling public.
5. Developer shall be responsible for sidewalk installation adjacent to the Development Property in the City's right of way. This sidewalk shall be 6' in width and meet City Standards and Specifications for Construction of City right of way described in attached Exhibit C. The City will not accept the sidewalk and Developer understands and agrees that the sidewalk adjacent to the Development Property is, and shall remain, Developer's responsibility at all times.
6. Developer agrees to reimburse City for the following trees as part of the construction outlined by this agreement for the appraised values:
  - 306/312 11<sup>th</sup> Street North, American Elm \$8,650
  - 306/312 11<sup>th</sup> Street North, American Elm \$5,980
  - 1111 3<sup>rd</sup> Avenue North, American Elm \$1,970

Total \$16,600

The developer shall be permitted to remove three (3) trees (including stumps and root systems to the extent possible without impacting any utilities). Any utility relocation necessitated by the stump removal is the responsibility of Developer.

7. Developer may not impact the City's ability to complete the City's proposed projects adjacent to Development Property on 11<sup>th</sup> Street and 3<sup>rd</sup> Avenue North, presently scheduled to commence on or about April 2020, and continue until anticipated completion in November 2020. The City project includes, but is not limited to, water, sanitary and storm sewer installation, street and traffic lighting, and paving. Developer understands and agrees that the City project is paramount to Developer's project, and takes precedent for the use of the City right of way. Any conflicts, as determined at the discretion of the City, shall be resolved in favor of the City project, requiring that the Developer cease or alter its use of the City right of way, as directed by City. If necessary, City may terminate Developer's use of the right of way due to the conflict, at no cost to the City.
8. Developer shall be responsible for the provision and compaction of engineered fill to 95% standard proctor density in the excavated area in the public right of way. Developer must provide and complete compaction tests from a certified testing firm. During construction, Developer shall determine the testing frequency for such

compaction tests, as well as means and methods, and make such determination available for City review. Final compaction testing results shall be provided to City for final approval before paving or sidewalk installation is completed.

9. Developer shall be responsible for all private utilities impacted by the construction activities, and shall notify the utility provider of proposed impacts. Developer shall be solely responsible for contracting with the private utility providers, and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Developer's construction activities.
10. Developer may utilize said portion of the City right-of-way only for the temporary redirection of traffic, sidewalk closure, and boulevard as stated in ¶ 3. Any request for extension must be made at least one month prior to the expiration of this Agreement in order to allow City adequate time to consider the request.
11. Developer must remedy any unsafe or unsatisfactory condition due to the use of the City right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Developer to vacate the City right of way use permitted herein and return the roadway to its pre-existing condition, including striping.
12. Developer shall be responsible for providing appropriate internal site lighting in order to deter entrants, and is further responsible for the general cleanliness and appearance of the site. Developer is solely responsible for site security, and is responsible for securing the site at all times.
13. Developer hereby grants to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Developer agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make reasonable attempt to contact the Developer and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
14. Developer shall be responsible for the repair or replacement of the condition of the City right of way and any public property which may be damaged or destroyed as a direct or indirect result of the use of the City right of way as permitted in this Agreement. Developer shall be responsible for restoring or reconstruction the City infrastructure, including all roadways, curbs, and gutters to prior to construction condition.
15. Developer accepts all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure which may be impacted by this Agreement. Developer shall undertake all maintenance activities, including sweeping, snow

removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Public Works.

16. Developer shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Public Works or City Engineer of City.
17. At its discretion, the 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 Developer thirty (30) 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 Developer's use of the public right of way and direct Developer to restore the right of way to the City's control.
18. Notices required by this Agreement shall be given as follows:

As to the Developer:  
Tyler Hill, Project Manager  
(701) 361-9942  
Enclave Construction

As to the City:  
Kristy Schmidt  
(701) 241-1571  
and  
City Engineer  
[feng@fargond.gov](mailto:feng@fargond.gov)

19. Developer agrees that failure to secure acceptance from City of the restored infrastructure and improvements may result in the establishment of a special assessment district, consisting solely of the Development Property, for the purpose of financing the completion of the work to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by the City. Project costs which may be assessed against the Development Property include all costs of completing the work required in accordance with the terms of this agreement.
20. Developer 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 public right of way. Developer agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Developer shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
27. It is specifically agreed between the parties that this Developer Agreement may be recorded.
28. The City and Developer wish to work together to provide an acceptable finished product. Developer shall provide a deposit in the amount of \$3,000 to cover any and all expenses that may be incurred by City as a result of Developer's work in the right of way. These funds will be used by City for items such as street lighting, snow removal, and debris cleanup in the construction impact area within the right of way that are not timely remedied by Developer, or the finished product is unsatisfactory.

When a corrective measure is required by the City, City will notify Developer by phone and email. Generally, City will request Developer remedy the identified deficiency within 3 days, or less in the event of an emergency. However, in the event the finished product is unacceptable, City and Developer agree to negotiate an appropriate time frame to remedy the identified deficiency. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$1,000, Developer shall replenish the deposit to \$3,000. Any deposit remaining at the end



of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Developer.

(Remainder of Page Intentionally Left Blank)

Enclave, LLC, a North Dakota Limited Liability Company

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ben Meland, President

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_, President of Enclave, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(SEAL)

City of Fargo, a North Dakota municipal corporation

Dated: \_\_\_\_\_

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

ATTEST

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, 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)

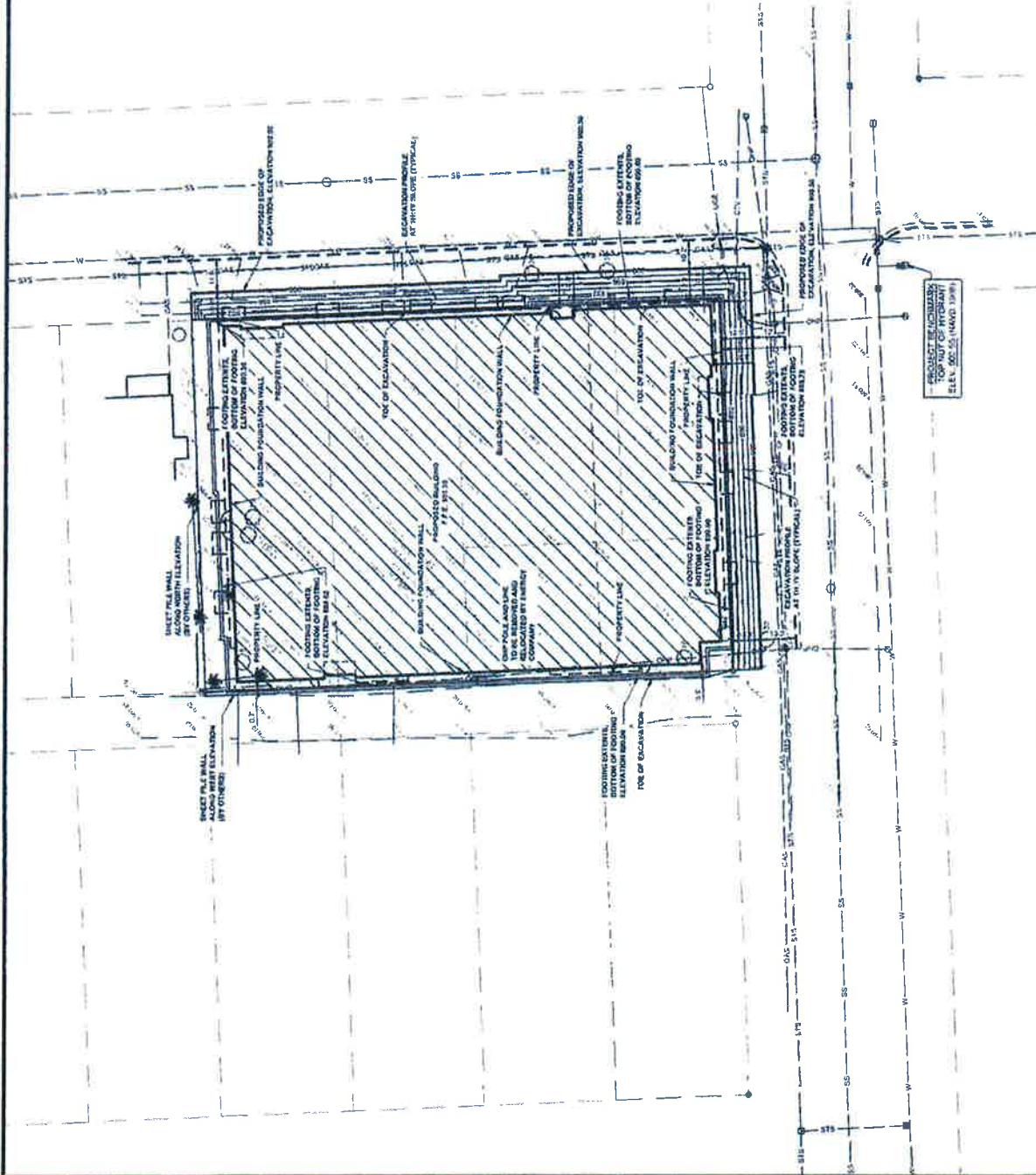
\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

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

EXHIBIT A

# EXHIBIT A1



**LEGEND**

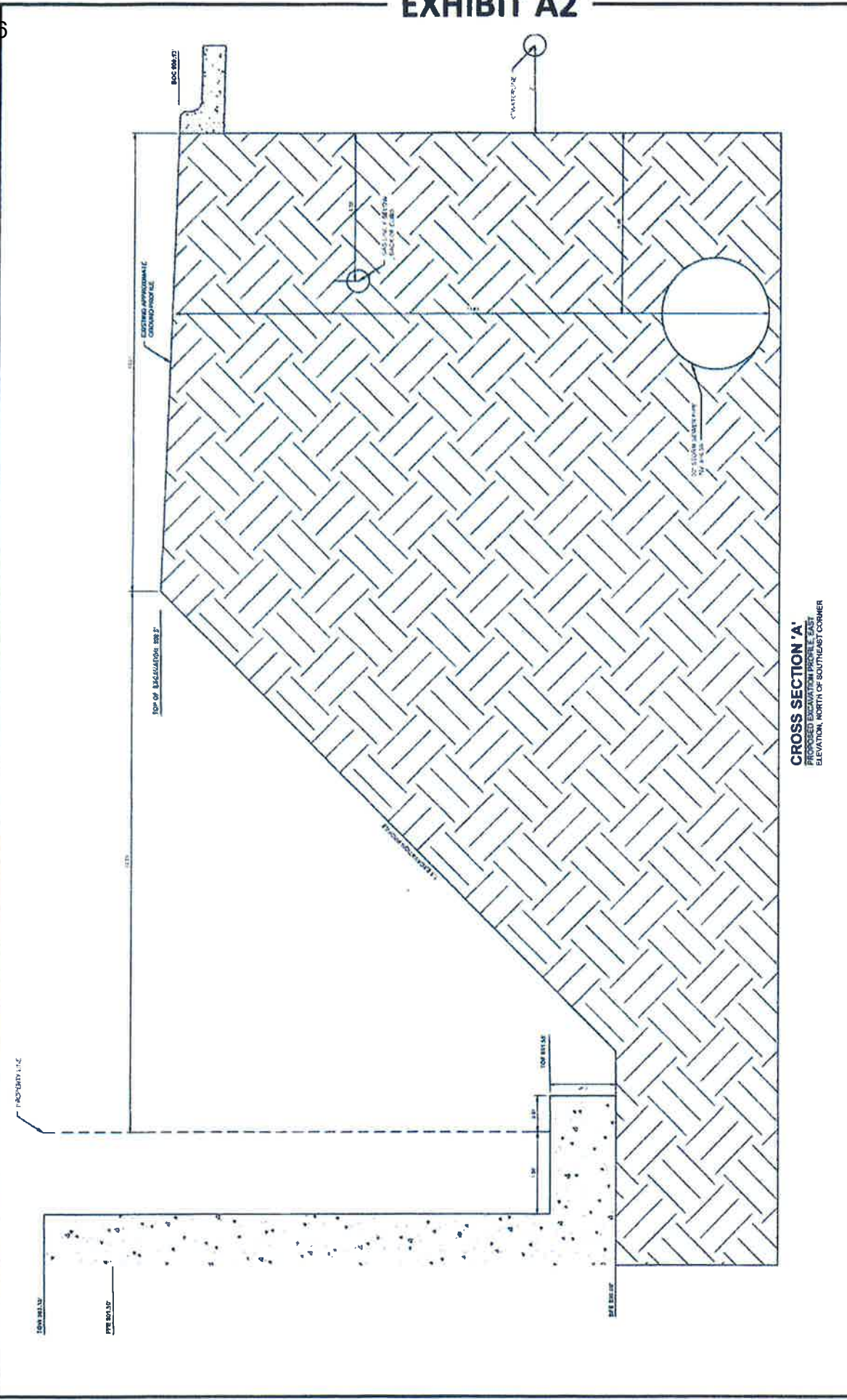
- WATER MAIN
- SHOWER SOWER MAIN
- STORM SOWER MAIN
- STORM INLET
- MANHOLE
- CLEARCUT
- FIRE HYDRANT
- UTILITY EASEMENT
- UTILITY POLE
- TELEPHONE BASE
- UNDERGROUND ELECTRIC
- UNDERGROUND FIBER OPTIC
- SEWER MAIN
- EXCLOSURE BASE
- POLE
- POLE ELEVATION
- UTILITY CLEARANCE
- MARKING
- FOUNDATION FOUND
- ADJAC. ENCUMBR. SEE

**NOTES:**

1. EXCAVATION PROFILE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINATION OF EXCAVATION PROFILE PER APPLICABLE OSHA REGULATIONS.
2. FOOTING ELEVATIONS ARE APPROXIMATE. REFERENCE FINAL CONSTRUCTION PLANS FOR FOOTING ELEVATIONS.
3. EXCAVATION ELEVATIONS ARE APPROXIMATE. REFERENCE FINAL CONSTRUCTION PLANS FOR FOOTING ELEVATIONS.
4. ELEVATIONS SHALL BE DETERMINED BY CONTINGENT SURVEYOR. FINAL EDGE OF EXCAVATION TOP OF EXCAVATION SHOWN OFFSET 1 FOOT HORIZONTAL AT SAME ELEVATION AS BOTTOM OF FOOTING FOR PLACEMENT OF EXTERIOR DRAIN-TIE. ACTUAL OFFSET DETERMINED BY OTHERS.

<p><b>PRELIMINARY</b> Not for Construction</p>		<p><b>HOUSTON</b> ENGINEERING INC.</p>		<p>Drawn by BLA</p>		<p>Date 9-19-19</p>		<p>MOSAIC APARTMENTS 312 13TH STREET N FARGO, NORTH DAKOTA</p>		<p>EXHIBIT</p>		<p>SHEET</p>	
				<p>Checked by BTP</p>		<p>Scale AS SHOWN</p>				<p>PROJECT NO. 7489-0855</p>		<p>2 of 5</p>	

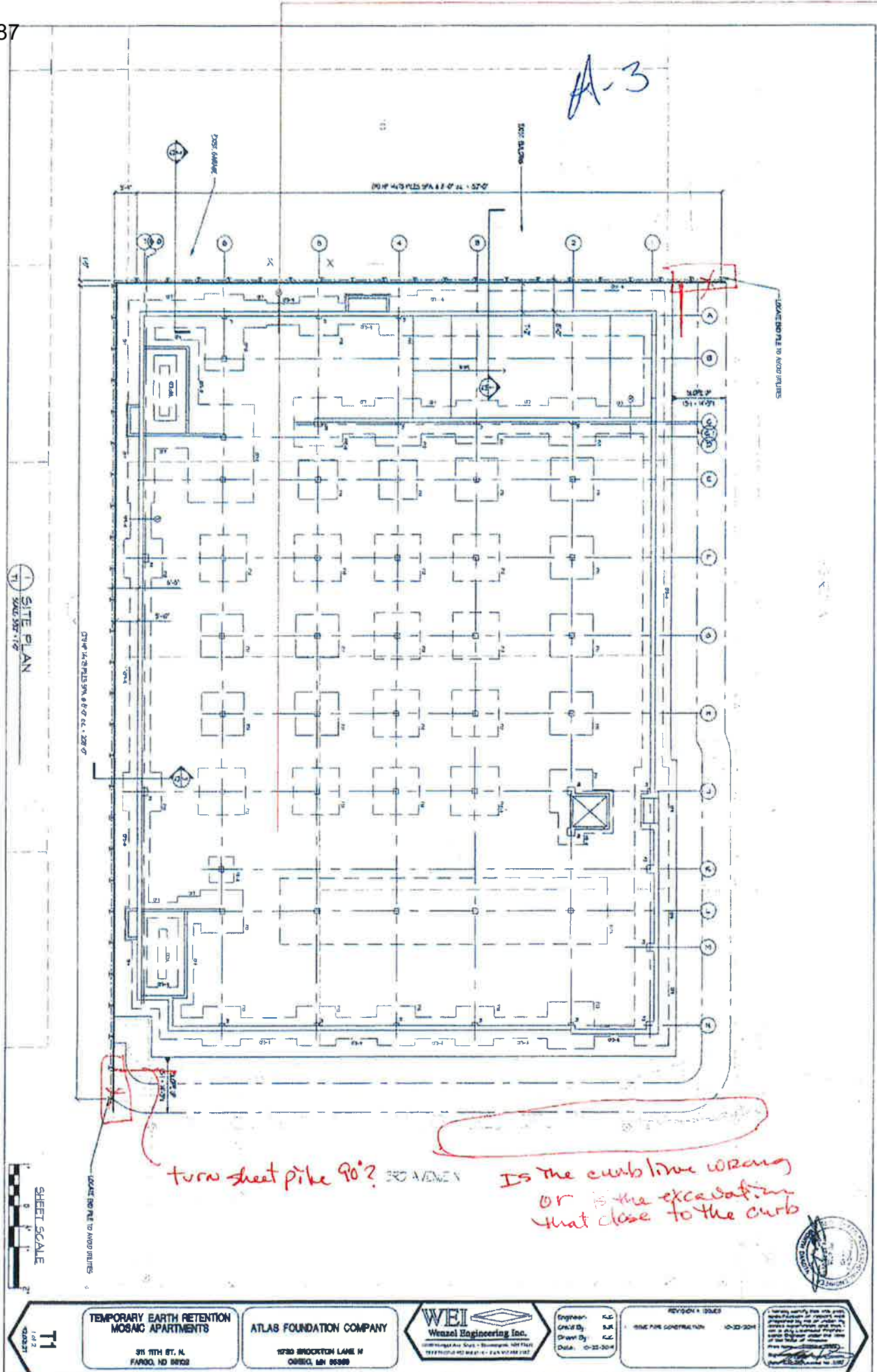
EXHIBIT A2



**CROSS SECTION 'A'**  
 PROPOSED EXCAVATION PROFILE, EAST  
 ELEVATION, NORTH OF SOUTHEAST CORNER

SHEET	4 of 5	DETAILS	PROJECT NO. 7489-0055
DESIGNED BY	RFA	CHECKED BY	BTP
DATE	9-19-19	SCALE	AS SHOWN
<p><b>HOUSTON ENGINEERING INC.</b></p>			
<p><b>PRELIMINARY</b>          Not for Construction</p>			
PROJECT	MOSAIC APARTMENTS 312 11TH STREET N FARGO, NORTH DAKOTA	DRAWN BY	RFA

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1 SITE PLAN  
T1 2003.05.19

SHEET SCALE  
1" = 10'-0"

**TEMPORARY EARTH RETENTION  
MOSBAC APARTMENTS**  
311 11TH ST. N.  
FARGO, ND 58102

**ATLAS FOUNDATION COMPANY**  
10730 BROCKTON LAKE N  
ORBE, MN 55369

**WEI**  
Wenzel Engineering Inc.  
1000 Hennepin Ave. Suite 1000 - Minneapolis, MN 55402  
TEL: 612.338.8800 FAX: 612.338.8801

Engineer: KLS  
Checked By: SUT  
Drawn By: KLS  
Date: 10-22-2014

REVISION & ISSUES  
ISSUE FILE CONTROL NO. 10-22-2014

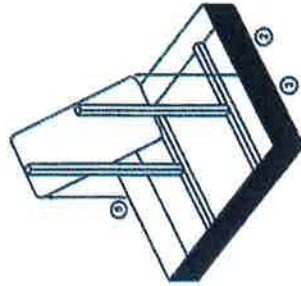
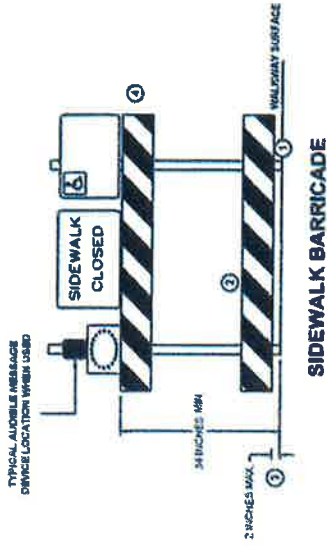
I hereby certify that this work was prepared in accordance with the provisions of the Minnesota Professional Engineer Act, Chapter 326A, and that I am a duly licensed professional engineer in the State of Minnesota.  
Signature: [Signature]  
Date: 10/22/2014

EXHIBIT B



<p><b>HOUSTON ENGINEERING INC.</b></p>	<p>Drawn by: BTP                  Checked by: BTP</p>	<p>Date: 10-23-19                  Scale: AS SHOWN</p>	<p>PROJECT NO. 7489-0055</p>	<p>SHEET 1 of 2</p>
<p>MOSAIC APARTMENTS                  312 11TH STREET N                  FARGO, NORTH DAKOTA</p>				





**DETECTABLE EDGE FOR SIGN ON PORTABLE STAND**

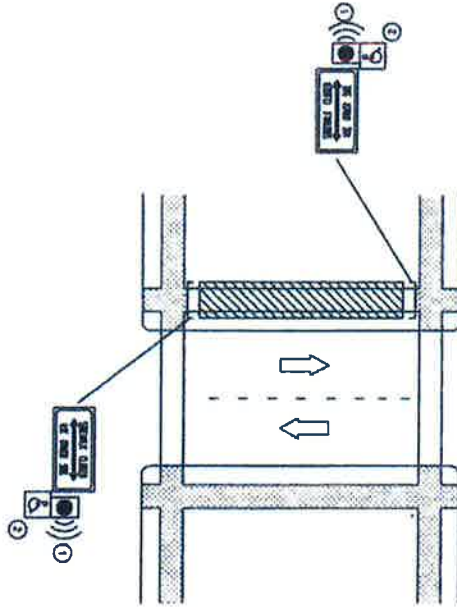
**GENERAL NOTES**

SIDEWALK BARRICADES SHALL BE PLACED ACROSS THE ENTIRE WIDTH OF THE WALKWAY SURFACE.

**SPECIFIC NOTES**

- 1 ANY TRIPPING HAZARD IN THE WALKWAY NEAR A DETECTABLE EDGE SHALL NOT BE LOCATED BEHIND OR INTERNAL TO THE DEVICE. ANY SUPPORT ON THE FRONT OF THE DEVICE SHALL NOT EXTEND INTO THE 8 INCH MINIMUM WALKWAY CLEAR SPACE AND SHALL NOT EXCEED 0.5 INCHES IN HEIGHT ABOVE THE WALKWAY SURFACE.
- 2 DETECTABLE EDGES SHALL BE CONTIGUOUS AND 8 INCHES MIN. HIGH ABOVE WALKWAY SURFACE AND HAVE COLOR MARKINGS CONTRASTING WITH THE WALKWAY SURFACE. THE DETECTABLE EDGE AROUND A PORTABLE SIGN STAND SHOULD BE PLACED IN THE WALKWAY AREA IN WHICH THE SIGN POSES A HAZARD TO A VISUALLY IMPAIRED PEDESTRIAN.
- 3 DEVICES SHALL NOT BLOCK WATER DRAINAGE FROM THE WALKWAY. A GAP HEIGHT ON ORDERING FROM THE WALKWAY SURFACE UP TO A MAXIMUM OF 2 INCHES IS ALLOWED FOR DRAINAGE PURPOSES.
- 4 LONGITUDINAL CHANNELING DEVICES FOR PEDESTRIANS SHALL BE 30 INCHES HIGH OR GREATER.
- 5 AN EDGE OF THE FRAMING MAY BE REMOVED IF IT IS NOT NEEDED FOR PEDESTRIAN CLEARANCE. STABILITY OF THE DETECTABLE EDGE SHOULD BE MAINTAINED.

**TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) WALKWAY DEVICES**



**OTHER SIDE OF STREET DETOUR**

**GENERAL NOTES**

TEMPORARY TRAFFIC CONTROL DEVICES FOR PEDESTRIANS ARE SHOWN. OTHER DEVICES MAY BE NECESSARY TO CONTROL VEHICULAR TRAFFIC. THE PEDESTRIAN TRAFFIC SIGNALS CONTROLLING CLOSED CROSSWALKS SHALL BE COVERED OR DEACTIVATED. POST MOUNTED SIGNS LOCATED ADJACENT TO A SIDEWALK SHALL HAVE A 7 FOOT MINIMUM CLEARANCE FROM THE BOTTOM OF THE SIGN TO THE SIDEWALK SURFACE.

WHEN A SIGN OR BARRICADE IS ORIENTED SUCH THAT VISIBILITY TO TRAFFIC (BIKES, PEDESTRIANS) IS REDUCED ENOUGH TO CAUSE HAZARD, DELINEATE THE SIGN/BARRICADE WITH APPROPRIATE DEVICES.

ANY PORTABLE SIGN OR BARRICADE PLACED IN A PEDESTRIAN WALKWAY THAT COULD BE A HAZARD TO A VISUALLY IMPAIRED PEDESTRIAN SHOULD HAVE A DETECTABLE EDGE TO GUIDE THE PEDESTRIAN AROUND THE HAZARD.

**LEGEND**

- SIGN
- ▨ EXISTING PEDESTRIAN SURFACE
- ▨ WORK AREA
- ▨ SIDEWALK BARRICADE
- ➡ DIRECTION OF TRAFFIC
- 🔊 AUDIBLE MESSAGE DEVICE (AMD)

**SPECIFIC NOTES**

- 1 PROVIDE AN APPROVED AUDIBLE MESSAGE DEVICE ON TACTILE MESSAGE FOR SIGHT-IMPAIRED PEDESTRIANS.
- 2 THE INTERVALS, SPACING, OR ACCESSIBILITY SHOULD BE DISPLAYED TO WHEN ANY WALKWAY THROUGH A SIGN OR BARRICADE IS NOT FULLY ACCESSIBLE. THE SYMBOL OF ACCESSIBILITY SHALL NOT BE DISPLAYED IF PERSONS WITH DISABILITIES SHOULD NOT USE THE PRIMARY ACCESSIBLE DETOUR. THE REASON FOR THE NON-COMPLIANCE SHOULD BE DOCUMENTED.

**TRAFFIC CONTROL ALTERNATE PEDESTRIAN ROUTE (APR) DETOUR**

**PRELIMINARY**  
Not for Construction



Drawn By: BTP  
Checked By: BTP  
Date: 10-23-19  
Scale: AS SHOWN

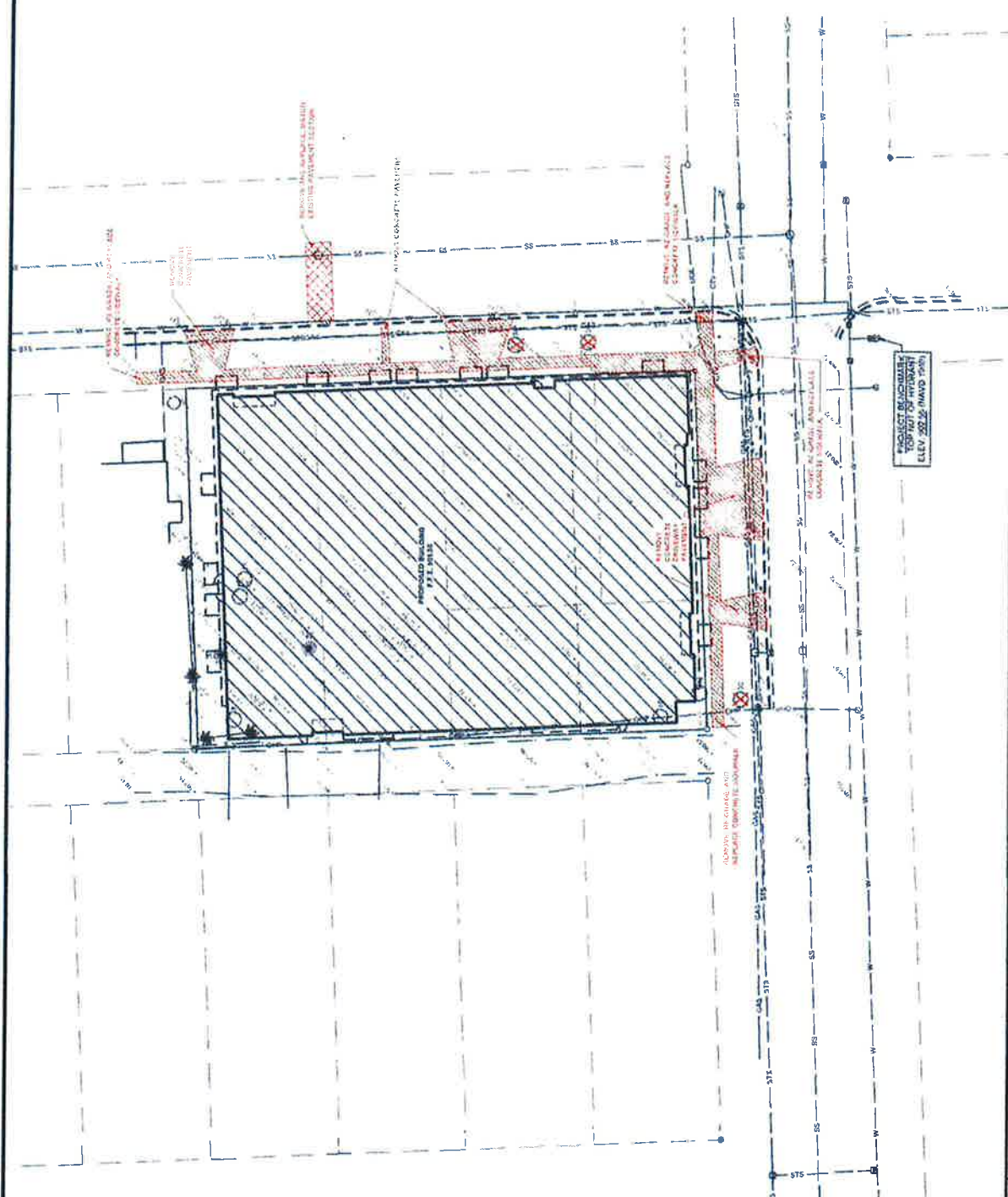
MOSAIC APARTMENTS  
312 11TH STREET N  
FARGO, NORTH DAKOTA

# EXHIBIT C



**LEGEND**

- WATER MAIN
- SEWER MAIN
- STORM SEWER MAIN
- STORM PILET
- MANHOLE
- POLE
- POLE W/ W/ALGE
- LEIGH POLE
- TELEPHONE RISER
- UNDERGROUND ELECTRIC
- UNDERGROUND FIBER OPTIC
- C-SUB
- PEDESTRIAN TREE
- SHRUB
- FENCE
- SPOT ELEVATION
- STANDARD CURB & GUTTER
- RAVINE
- ASPH/CONCRETE PAVEMENT
- ASPH/CONCRETE PAVEMENT
- CONCRETE DRIVEWAY
- PORPHYR



NO	DATE	BY	CHKD BY	Drawn by	DATE	MOSAIC APARTMENTS	SHEET
				RLA	9-13-19		
				Checked by	AS SHOWN	FARGO, NORTH DAKOTA	PROJECT NO. 7489-0055
				BTP	AS SHOWN		

	<b>PRELIMINARY</b> Not for Construction	HOUSTON ENGINEERING INC.	
		Engineering Inc.	

H:\Projects\7489-0055\7489-0055.dwg (10/19/19 1:15 PM) (rvl)

(15)

**CITY OF FARGO  
GENERAL FUND - BUDGET TO ACTUAL  
THROUGH OCTOBER 2019  
(UNAUDITED)**


	<b>2019 BUDGET</b>	<b>2019 ACTUAL</b>	<b>VARIANCE</b>
<b>REVENUES:</b>			
Taxes	\$ 29,191,898	\$ 29,409,412	\$ 217,514
Licenses & Permits	3,971,100	3,508,338	(462,762)
Fines & Traffic Tickets	1,524,820	1,358,918	(165,902)
Intergovernmental Revenue	18,023,748	17,268,226	(755,522)
Charges for Services	13,704,137	12,425,515	(1,278,622)
Interest	2,865,831	3,861,351	995,520
Miscellaneous Revenue	1,395,698	529,256	(866,442)
Transfers In	12,584,750	11,679,548	(905,202)
<b>Total Revenues</b>	<b>\$ 83,261,982</b>	<b>\$ 80,040,564</b>	<b>\$ (3,221,418)</b>
<b>EXPENDITURES:</b>			
City Administrator	\$ 5,930,859	\$ 5,672,163	\$ 258,696
Finance	6,215,633	5,795,794	419,839
Planning & Development	3,316,733	2,951,484	365,249
Transit	6,683,388	6,487,527	195,861
Public Works	13,934,165	13,686,134	248,031
Fire Department	11,259,074	10,919,317	339,757
Police	17,552,562	17,210,098	342,464
Health	9,410,869	9,204,810	206,059
Library	3,763,845	3,665,967	97,878
Commission	546,549	540,538	6,011
Civic Center	390,720	444,600	(53,880)
Social Services	400,885	295,740	105,145
Capital Outlay	432,735	282,082	150,653
Vehicle Replacement/IT	329,569	238,062	91,507
Contingency	(1,154,999)	5,704	(1,160,703)
Transfers Out	3,981,203	4,195,822	(214,619)
<b>Total Expenditures</b>	<b>\$ 82,993,790</b>	<b>\$ 81,595,842</b>	<b>\$ 1,397,948</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 268,192</b>	<b>\$ (1,555,278)</b>	<b>\$ (1,823,470)</b>



(16)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: OCTOBER 31, 2019**

**RE: NOTICE OF GRANT AWARD FROM USDA AND NORTH DAKOTA DEPARTMENT OF HEALTH FOR PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT (\$12,000), GRANT NUMBER G19.520, CFDA 93.991**

The following Notice of Grant Award for \$12,000 from the North Dakota Department of Health and the Centers for Disease Control and Prevention for addressing gaps in access to food, physical activity, nutrition or other health indicators in the Fargo community.

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

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

DF/lis  
Enclosure



**NOTICE OF GRANT AWARD**  
 NORTH DAKOTA DEPARTMENT OF HEALTH  
 SFN 53771 (04-2019)

Grant Number G19.520	CFDA Name Preventive Health and Health Services Block Grant		CFDA Number 93.991
FAIN Number NB01OT009270	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 11/1/2019	Grant End Date 9/30/2020
Federal Award Date 8/20/2019	Federal Awarding Agency Centers for Disease Control and Prevention		
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 Community Grant Program		North Dakota Department of Health (NDDoH) Project Code 4531 HL H3149 31	
Grantee Name Fargo Cass Public Health		Project Director Janna Pastir	
Address 1240 25 <sup>th</sup> Street South		Address 600 E. Boulevard Ave., Dept. 301	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name Kim Lipetzky		Contact Name Janna Pastir	
Telephone Number 701-241-8195		Telephone Number 701-328-2315	
Email Address klipetzky@fargond.gov		Email Address jlpastir@nd.gov	
Amount Awarded	NDDoH Cost Share \$12,000	Grantee Cost Share \$0	Total Costs \$12,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$12,000	\$0	\$12,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
<b>Scope of Service</b> Grantee will utilize funds to address public health gaps in the Fargo community including access to food, physical activity, nutrition, and/or other health indicators as determined by the most recent community needs assessments. Grantee will participate in community stakeholder meetings for the Fargo health policy projects as a subject matter expert and serve as a community point of contact for community strategic planning.			
<b>Reporting Requirements</b> Grantee will submit a report on activities and event participation with each reimbursement request. Reimbursement for the period ending June 30, 2020 must be received by July 15, 2020. Reimbursement for the period ending September 30, 2020 must be received by October 15, 2020. Reimbursement will be processed upon Department approval of expenditures and reports.			
<b>Special Conditions</b> Funds may not be used for reimbursement or purchasing of food and/or beverages.			
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 [Accounting Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 10/31/19	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Janna Pastir, Director, Division of Health Promotion	
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.			



(17)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: NOVEMBER 12, 2019**

**RE: CONTRACT WITH ABSOLUTE MARKETING GROUP FOR HARM REDUCTION MATERIALS FOR THE SYRINGE SERVICES PROGRAM, \$7,000**

This is a request to approve the attached contract with Absolute Marketing Group for media materials for the Syringe Services Program. The total cost proposal is \$7,000.

No budget adjustments are necessary

If you have questions, please contact Desi Fleming at 241-1380.

**Suggested Motion:** Move to approve the contract with Absolute Marketing Group.

DF/lls  
Enclosure



**Client:** Fargo Cass Public Health  
**Title:** Syringe Services Materials  
**Date:** 11/5/19

## Cost Proposal

Item Description	Cost
<b>Item:</b> Graphic Concept Development	\$1,250.00
<b>Item:</b> Tagline and Key Messaging Development	\$1,000.00
<b>Item:</b> Content Writing and Editing	\$1,000.00
<b>Item:</b> Rack Card Design; 4 x 9	\$ 750.00
<b>Item:</b> Poster/Flyer Design; 11 x 17 and 8.5 x 11	\$ 500.00
<b>Item:</b> Tri-Fold Brochure Design; 8.5 x 3.65	\$1,000.00
<b>Item:</b> Eight (8) Page Booklet Design; 5 x 7	\$1,250.00
<b>Item:</b> Project Management/Coordination	\$ 250.00
<b>Total For Services</b>	<b>\$7,000.00</b>
<b>Recurring Services</b>	<b>N/A</b>



**Client:** Fargo Cass Public Health  
**Title:** Syringe Services Materials  
**Date:** 11/5/19

## STATEMENT OF WORK

### BACKGROUND

Fargo Cass Public Health contacted Absolute about a new project for their Syringe Services Program. This division recently received a grant for the development of materials to inform their primary audience, consisting of those who need to exchange needles as well as those who might help them, as well as their secondary audience. Their secondary audience consists of organizations that interact with high risk individuals including community centers, shelters, clinics and other locations in the City of Fargo and Cass County.

### SCOPE OF WORK

Absolute has worked extensively for several years with the North Dakota Department of Health on similar campaigns, including the development of harm reduction materials. Since we are very familiar with the subject matter and audiences, Absolute was able to make recommendations to ensure that the materials developed would encourage syringe service participation as well as informing and educating secondary audiences on the importance of this program. By creating materials for various uses, including outreach, mailings, industry conferences and any other possible needs, Absolute will help position the Syringe Services Program for success.

We recommend the following graphic design and messaging services in order to create the materials:

- Graphic concept development, including fonts, colors, graphics, photo treatments
- Tagline and key message development to further encourage participation in the program
- Content writing and editing to ensure consistent messaging, tone and style
- Rack card design, double-sided, that informs the primary audience via handouts
- Poster/flyer design that informs the primary audience via signage and handouts
- Tri-fold brochure that informs and educates secondary audiences in a general fashion
- Eight page booklet that informs and educates secondary audiences in a more in-depth way

By approaching the project in this manner, the graphic and messaging styles will be defined for future projects in addition to the materials Absolute recommends. If desired, working files can be shared at the end of the project for future updates. In addition, files for items such as the poster or the booklet can be resized later for other uses such as presentations. Absolute will supply print-ready files for each of the materials created for the project.





**Client:** Fargo Cass Public Health  
**Title:** Syringe Services Materials  
**Date:** 11/5/19

## AGREEMENT APPROVAL

This agreement constitutes the entire understanding of the project(s) and/or items listed under the cost proposal section of this statement of work. Any changes or modifications to this agreement must be agreed to by the parties prior to development of the services or items listed under the cost proposal section. Acceptable forms of payment include a check payable to Absolute Marketing Group or Credit Card (2.9% processing fee).

## SIGNATURES

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document and is governed by North Dakota law without regard to conflicts of law. In the event of a dispute, such shall be submitted to binding arbitration in Fargo, North Dakota. The prevailing party shall be awarded its costs and reasonable attorney fees.

### SIGN HERE

Signed by and on behalf of **Absolute Marketing Group:**

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

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

Signed by and on behalf of **Client:**

By: Desi Fleming Date: 11/13/2019 Desi Fleming  
Signature

Its: Public Health Director

Please sign above and keep a copy for your own records.

By: Timothy J. Mahoney Date: \_\_\_\_\_  
Signature

Its: Mayor, City of Fargo



(18)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: NOVEMBER 12, 2019**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF  
HEALTH AND HUMAN SERVICES FOR ADDITIONAL  
SUPPORT OF THE TITLE X FAMILY PLANNING PROGRAM  
G17.1167A CFDA NO. 93.217, \$73,348**

This is a request to approve the additional funds being received from the ND Department of Health and Human Services to support the Title X Family Planning Program at Fargo Cass Public Health. The additional funding is for \$73,348.

The following budget adjustments are required for this contract:

**2019 Revenue:**

Family Planning      101-0000-331-12-03      \$5000

**2019 Expense:**

Marketing      101-6040-451-34-10      \$5000

If you have questions, please contact Desi Fleming at 241-1380.

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

DF/lls  
Enclosure



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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: NOVEMBER 12, 2019**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ADDITIONAL SUPPORT OF THE TITLE X FAMILY PLANNING PROGRAM G17.1167A CFDA NO. 93.217, \$73,348**

This is a request to approve the additional funds being received from the ND Department of Health and Human Services to support the Title X Family Planning Program at Fargo Cass Public Health. The additional funding is for \$73,348.

The following budget adjustments are required for this contract:

**2020 Revenue:**

Family Planning	101-0000-331-12-03	\$68,348
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**2020 Expense:**

Marketing	101-6040-451-34-10	\$45,000
Pharmacy	101-0000-451-61-21	\$23,348

If you have questions, please contact Desi Fleming at 241-1380.

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

DF/lls  
Enclosure



**NOTICE OF GRANT AWARD – AMENDMENT**  
NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 59919 (04-2019)

Grant Number G17.1167A	CFDA Name Family Planning Services	CFDA Number 93.217	
FAIN Number FPHPA006472	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2019	Grant End Date 3/31/2020
Federal Award Date 03/26/2019	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program Title X Family Planning Program	North Dakota Department of Health (NDDoH) Project Code 4561 HLH3110 01		
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg		
Address 1240 25 <sup>th</sup> Street S	Address 600 E. Boulevard Ave., Dept. 301		
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200		
Contact Name Desi Flemming	Contact Name Cora Rabenberg		
Telephone Number 701-241-1360	Telephone Number 701-328-4535		
Email Address dflemming@fargond.gov	Email Address crabenberg@nd.gov		

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$73,348	\$0	\$73,348
Previous Funds Awarded	\$147,451	\$0	\$147,451
Total Funds Awarded	\$220,799	\$0	\$220,799
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**  
The amendment provides additional funding of \$73,348 in accordance with the Grantee's Family Planning Program Supplemental Funding application as approved by the Department. All other scope of service requirements of the original agreement remain the same.

**Reporting Requirements**  
Grantee will submit a report of activities completed as described in the Grantee's approved Supplemental work plan by April 15, 2020.  
All other reporting requirements of the original agreement remain the same.

**Special Conditions**  
This additional funding starts on 9/30/2019.  
Due to changes in Title X regulations, this amendment replaces Attachment A of the original agreement with 42 CFR Part 59.

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 [Accounting Use Only:  Requirements Received;  Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date	Signature	Date	Signature
11/13/2019	<i>Desi Fleming</i>		
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Colleen Pearce, Director, Division of Family Health and Nutrition	
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	


If attachments are referenced, they must be returned with the signed award.  
If you did not receive attachments as indicated, contact the Program Director identified above.



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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: NOVEMBER 12, 2019**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR PREVENTION OF OPIOID RELATED DEATHS #810-11543 CFDA NO. N/A, \$227,400**

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for prevention of opioid related deaths through evidence based prevention strategies. The reimbursement shall be \$20,672.73 per month except December, which will be \$20,672.70. Total payment will not exceed \$227,400.

The following budget adjustments are required for this contract:

**2019 Revenue:**

Opioid SOR	101-0000-334-10-53	\$62,016
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**2019 Expense:**

None

If you have questions, please contact Desi Fleming at 241-1380.


**Suggested Motion:** Move to approve the contract with the North Dakota Department of Health and Human Services for the prevention of opioid related deaths.

DF/lls  
Enclosure



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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: NOVEMBER 12, 2019**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR PREVENTION OF OPIOID RELATED DEATHS #810-11543 CFDA NO. N/A, \$227,400**

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for prevention of opioid related deaths through evidence based prevention strategies. The reimbursement shall be \$20,672.73 per month except December, which will be \$20,672.70. Total payment will not exceed \$227,400.

The following budget adjustments are required for this contract:

**2020 Revenue:**

Opioid SOR	101-0000-334-10-53	\$186,048
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**2020 Expense:**

Temp Seasonal	101-6013-451-13-00	\$ 38,098
FICA	101-6013-451-21-01	\$ 2,362
Medicare	101-6013-451-21-02	\$ 552

If you have questions, please contact Desi Fleming at 241-1380.

**Suggested Motion:** Move to approve the contract with the North Dakota Department of Health and Human Services for the prevention of opioid related deaths.

DF/lls  
Enclosure

PURCHASE OF SERVICE AGREEMENT

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

City of Fargo (Vendor), 1240 25<sup>th</sup> Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from October 1, 2019, through August 31, 2020. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement data-driven, evidence-based strategies identified on the submitted Invitation to Apply (ITA) throughout the full duration of the project to impact the following goals:

- a. Prevent opioid overdose-related deaths by increasing implementation of evidence-based prevention strategies.
- b. Increase comprehensive evidence-based treatment and recovery services to support positive outcomes for individuals with an Opioid Use Disorder (OUD).
- c. Increase capacity of recovery support services to support individuals with an OUD.

Vendor shall coordinate with all State-funded State Opioid Response (SOR) sub-recipients to support collective efforts meeting the goals and objectives of the SOR grant program.

Vendor shall coordinate with existing community-based organizations and programs to maximize benefit, avoid duplication, and leverage, redirect, and realign resources.

Vendor shall collaborate with State-contracted SOR project evaluator to ensure all state and federal required data is collected, which may include designated measures under the Government Performance and Results (GPRA) Modernization Act of 2010 for approved treatment and recovery activities (pre, follow-up, and post-grant activities). Vendor shall comply with reporting deadlines as required by Substance Abuse and Mental Health Services Administration (SAMHSA).

Vendor shall submit monthly reports to State by the 10th of each month (unless otherwise directed based on SAMHSA requirements), which may include:

- d. Project performance; implementation status
- e. Achievements and barriers

- f. Any changes to local strategy implementation
- g. Process and outcome measures as required from the SOR Funding Opportunity Announcement, which may include:
  - 1) Number of individuals served
  - 2) Number of professionals trained
  - 3) Number of providers implementing Medication-assisted treatment
  - 4) Dissemination and utilization of naloxone

By August 31, 2020, Vendor shall complete a final project summary report to include the following information:

- h. Summary of progress made for each implemented strategy, including success stories.
- i. Identified barriers to implementation for each strategy and efforts made to address them.

Vendor shall participate in training and technical assistance provided by State.

Vendor shall engage in ongoing communication with State and SOR project evaluator for monitoring of local strategy implementation and project analysis.

Vendor shall make any necessary project modifications as deemed necessary by State.

Ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) about efforts related to this project includes the following language:

This effort is associated with North Dakota's State Opioid Response Grant (SOR), funded by the federal Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), administered through the North Dakota Department of Human Services.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required Agreement deliverables met to date, shall pay Vendor monthly payments of \$20,672.73 for the first ten (10) months and a final payment of \$20,672.70. Total payment under this Agreement may not exceed \$227,400. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement, or upon request by 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 30-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

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

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

- 1) Commercial general liability, 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 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. The amount of any deductible or self-retention is subject to approval by the State.

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

City of Fargo  
1240 25<sup>th</sup> Street South  
Fargo, ND 58103

OR ND Department of Human Services  
Behavioral Health Division  
1237 West Divide Avenue, Suite 1C  
Bismarck, ND 58501

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. WORKS FOR HIRE

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

CITY OF FARGO

By Desi Fleming 11/13/2019  
Desi Fleming DATE

Its Director  
Public Health Director

45-6002069  
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_ DATE  
CHRISTOPHER D. JONES  
EXECUTIVE DIRECTOR

By \_\_\_\_\_ DATE  
KYLE J. NELSON  
CONTRACT OFFICER  
Approved for form and content

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





20

**MEMORANDUM**

**TO:** CITY COMMISSION

**FROM:** MARK WILLIAMS, ASSISTANT PLANNING DIRECTOR *mw*  
MAEGIN ELSHAUG, PLANNING COORDINATOR

**DATE:** NOVEMBER 13, 2019

**SUBJECT:** DOWNTOWN ICE RINK

---

The Fargo Planning Department has received a request from the Downtown Community Partnership (DCP) to construct the temporary Downtown Ice Rink. The City and the DCP entered into an agreement in 2016 for construction of the rink, which expired in April 2019. The DCP has requested an amendment to extend the agreement one year for the 2019-2020 winter season.

The rink will be in the same location, at the intersection of Broadway and Main Avenue. The rink will be managed and maintained by the Fargo Park District, as previous years. It is anticipated to be open from December through February, weather permitting, with anticipated hours of operation of weekdays from 5:00 p.m. to 8:00 p.m. and weekends from 1:00 p.m. to 8:00 p.m.

Attached is the original lease agreement and the amendment.

**Recommended Motion:** To approve the Lease Amendment with the Downtown Community Partnership for the Downtown Ice Rink through the 2019-2020 winter season.

Lease (Amendment)

This Amendment amends that certain Lease entered into by and between the City of Fargo, a North Dakota municipal corporation ("City") and Downtown Community Partnership, a North Dakota non-profit corporation ("DCP"), a copy of which is attached hereto as Exhibit "A," approved by the Board of City Commissioners on November 7, 2016. Such Lease provided for DCP's use of certain Premises therein described, for the defined skating periods, ending April 15, 2019. DCP wishes to extend the Lease for one additional Skating Season as defined therein, commencing December 1, 2019 and ending April 15, 2020.

Now therefore, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The Lease shall be extended for one additional Skating Season, commencing December 1, 2019, and continuing until April 15, 2020.
2. All other terms and conditions of the Lease attached hereto as Exhibit "A" shall remain in full force and effect.

Dated this 6 day of November, 2019.

City of Fargo, a North Dakota Municipal Corporation

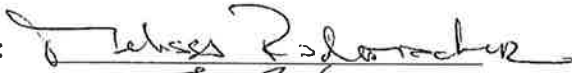
\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

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

Dated this \_\_\_\_ day of November, 2019.

Downtown Community Partnership, a North Dakota Non-Profit Corporation

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

**LEASE**

THIS AGREEMENT, made and entered into effective the 7<sup>th</sup> day of November, 2016, by and between CITY OF FARGO, a North Dakota municipal corporation, hereinafter call "City", or "Lessor" and DOWNTOWN COMMUNITY PARTNERSHIP, a North Dakota non-profit corporation, hereinafter called "Lessee",

**WITNESSETH:**

That City for and in consideration of the rents and covenants hereinafter mentioned, and to be paid and performed by Lessee, does hereby demise, lease and let, and Lessee does hereby lease and let the following premises in the County of Cass and State of North Dakota, to-wit:

The area described on the site plan, attached hereto as Exhibit "A", located at 501 Main Avenue, Fargo, North Dakota;

[hereinafter the "demised premises"] said premises to be used for purposes of the installation of a skating rink and warming house facility on the demised premises.

This Lease shall be subject to the following terms and provisions:

1. Lessee shall pay rent in a single payment of ONE and no/100 DOLLARS (\$1.00) per year as rent for each of the periods during which this lease is effective, receipt of which is hereby acknowledged by Lessor.

2. This Lease shall be effective during the following terms or periods:

(a) the period commencing December 1, 2016 and ending April 15, 2017;

and,

(b) the period commencing December 1, 2017 and ending April 15, 2018;

and,

(c) the period commencing December 1, 2018 and ending April 15, 2019.

[Each of said 4-1/2 month periods being referred to herein as a "Skating Season".]

3. The Lessee shall be responsible for and shall pay any and all heat, lights, and utilities for the subject property and shall maintain the demised premises.

4. Any fit up to the demised premises shall be Lessee's responsibility.

5. That this Lease shall not be assigned nor the demised premises nor any part thereof sublet or re-rented except with the written permission of the Lessor as set forth above; provided; however, that Lessee may enter into a separate agreement with the Park District of the City of Fargo for the providing of, by the Park District, of such improvements and equipment for the installation of said skating rink and warming house and said agreement or agreements may provide for the maintenance of such skating rink improvements and equipment and for the operations of the skating rink facility by the Park District.

6. It is expressly understood that Lessor is under no obligation, nor will at any time be under any obligation whatever, to furnish any labor, materials, work, heat, electricity, water, gas, or services, utility or otherwise, to Lessee, except as otherwise expressly provided in this Lease.

7. The Lessor covenants with the Lessee that upon performing the obligations herein provided on its part to be performed, the Lessee shall quietly enjoy the same demised premises during the term of this Lease or any extension thereof.

8. All provisions hereof, and words and phrases used herein, shall be governed and construed under the laws of the State of North Dakota, except insofar as the provisions of such laws or the benefits accruing therefrom are specially waived.

9. Lessee hereby agrees to carry and keep in force workmen's compensation coverage as required by the laws of North Dakota and public liability and property damage insurance, all policies to be acceptable to Lessor as follows:

- a. Owners-Landlord and Tenants bodily injury insurance of \$250,000 for all damages arising out of bodily injuries to, or death of, one person and \$500,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident.
- b. Owners-Landlords and Tenants property damage liability insurance in the aggregate of \$250,000.

10. This lease shall be terminable by either party upon thirty (30) days' written notice, after which Lessor may take possession of the premises.


11. That the said property is accepted as complete, and in good order by the Lessee, in the condition in which it now is, and that the Lessee will not do or permit anything to be done which could deface, damage or deteriorate the value thereof, and Lessee agrees that he will leave the demised premises in a condition satisfactory to Lessor at the end of each Skating Season at which time Lessee shall vacate the demised premises.

12. That upon termination of the lease in any manner, Lessor may recover and resume possession of the demised premises, and it shall be lawful for the Lessor to immediately enter upon the demised premises.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day  
and year first above written.

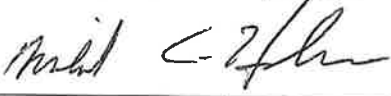
CITY OF FARGO,  
a North Dakota municipal corporation

By:   
Timothy J. Mahoney  
Its: Mayor

ATTEST:

  
Steven Sprague, City Auditor

DOWNTOWN COMMUNITY PARTNERSHIP,  
a North Dakota non-profit corporation

By:   
Its: President / CEO

(21)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR** *nc*

**DATE: NOVEMBER 14, 2019**

**SUBJECT: APPROVAL OF SITE ACCESS AGREEMENT WITH D & J Real Estate LLC, LOCATED AT 28 10<sup>TH</sup> STREET NORTH**

In September of 2016, the City of Fargo approved and received \$400,000 in grants from the Environmental Protection Agency (EPA) to perform brownfield assessments on properties within the city. The funds can be used to perform assessments on properties suspected or knows to have contamination, such as petroleum, lead and asbestos.

The city recently received a request for assessment at 28 10<sup>th</sup> Street North. Attached you will find a site access agreement for the property in order to conduct site assessment on the property. Work includes Phase I Environmental Site Assessment (ESA) of a site visit to observe current conditions of property and structure interior, and Phase II ESA assessment of asbestos containing building materials, soil, soil vapor and/or groundwater sampling at the property.

Both the Environmental Protection Agency (EPA) and the North Dakota Department of Health have approved the site eligibility determination to use grant funds for this site. This agreement has been reviewed by the City Attorney.

**Suggested Motion:**

To approve the Site Access Agreement with D & J Real Estate LLC.



**SITE ACCESS AGREEMENT BETWEEN**

**CITY OF FARGO**

**and**

**D&J Real Estate LLC**

This site access agreement ("Agreement") is made as of October 25, 2019, by and between D&J Real Estate, LLC, hereinafter referred to as "Grantor" and, the City of Fargo hereinafter referred to as "Grantee".

**1.0 RECITALS**

- 1.1 Grantor owns certain real estate property at: 28 10<sup>th</sup> Street North (01-2382-02745-000) Fargo, North Dakota (the "Property").
- 1.2 Grantee desires to perform one or more of the following work on the Property (the "Work");
  - Phase I Environmental Site Assessment (ESA) consisting of a site visit to observe current site conditions on the Property including the interior of the structure(s) on the Property.
  - Phase II ESA consisting of asbestos containing building materials, soil, soil vapor and/or groundwater sampling at the Property.
- 1.3 The parties desire to enter into this Agreement to give access to the Property to Grantee or its representatives or consultants for the purpose of performing the Work.

**2.0 AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

**3.0 TERMS**

- 3.1 Grantee or its representatives or consultants may perform the Work on the Property. Grantee or its representatives or consultants may enter onto the Property for the purpose of performing the Work.
- 3.2 Grantee agrees not to permit any liens to stand against the Property for Work done or materials furnished by Grantee, and Grantee agrees to indemnify and hold Grantor harmless from any such liens for Work performed under this Agreement.
- 3.3 If the Property shall be disturbed by the performance of the Work, then upon completion of the Work the Property shall be reasonably restored by Grantee to as close to its original condition just prior to such disturbance.

- 3.4 Grantee agrees to indemnify, defend, and save Grantor, its agents, consultants or employees harmless against all liability, damage, expense, causes of action, suits, claims, or judgments, including reasonable attorneys' fees and court costs, resulting from injuries to persons or damage to property on the Property which arise out of any negligent act, error, or failure to act, of Grantee, its agents, consultants or employees in performing the Work allowed by the site access provided by this Agreement, except to the extent the same may be caused by the negligence of Grantor, its agents, consultants or employees.
- 3.5 This Agreement may be terminated by either party upon five (5) business days prior with written notice.
- 3.6 Grantee shall use its best efforts to perform the Work in a manner so as not to unreasonably interfere with Grantor's use or occupation of the Property.
- 3.7 This Agreement shall be governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
**City of Fargo**

\_\_\_\_\_  
(by)

\_\_\_\_\_  
(Title)

D: J Real Estate, LLC

**Grantor**

Dawn Salum

(by)

Co-owner  
(Title)

(22)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Kesler First Addition	<b>Date: Updated:</b>	8/28/2019 11/13/2019
<b>Location:</b>	624 2nd Avenue North and 613, 617, and 621 1st Avenue North	<b>Staff Contact:</b>	Donald Kress, planning coordinator
<b>Legal Description:</b>	Lots A, B, C, D, E, F, T, and U, the vacated 10 foot alley adjacent to Lots T and U, Hagaman's Subdivision of part of Block 2, <b>Roberts Addition</b> , and all of Lots 10 through 12, Block 2, Roberts Addition to the City of Fargo, Cass County, North Dakota.		
<b>Owner(s)/Applicant:</b>	DFI Kesler LLC, DFI BJ LLC, DFI BG LLC, Swanson Properties LLC/ Kilbourne Group—Mike Zimney	<b>Engineer:</b>	Moore Engineering
<b>Entitlements Requested:</b>	Minor Plat (replat of Lots A, B, C, D, E, F, T, and U, the vacated 10 foot alley adjacent to Lots T and U, Hagaman's Subdivision of part of Block 2, <b>Roberts Addition</b> , and all of Lots 10 through 12, Block 2, Roberts Addition to the City of Fargo, Cass County, North Dakota.)		
<b>Status:</b>	City Commission Public Hearing: November 18th, 2019		
<b>Existing</b>		<b>Proposed</b>	
<b>Land Use:</b> Parking lot; commercial building		<b>Land Use:</b> New mixed-use building; existing commercial building (613 1 <sup>st</sup> Ave. North) to remain	
<b>Zoning:</b> DMU, Downtown Mixed Use		<b>Zoning:</b> No change	
<b>Uses Allowed:</b> Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.		<b>Uses Allowed:</b> No change	
<b>Maximum Lot Coverage Allowed:</b> 100%		<b>Maximum Density Allowed:</b> No change	
<b>Proposal:</b>			
<p>The applicant requests one entitlement:                      Minor plat to be known as <b>Kesler First Addition</b>, a replat of Lots A, B, C, D, E, F, T, and U, the vacated 10 foot alley adjacent to Lots T and U, Hagaman's Subdivision of part of Block 2, <b>Roberts Addition</b>, and all of Lots 10 through 12, Block 2, Roberts Addition to the City of Fargo, Cass County, North Dakota.</p> <p>The property is zoned DMU, Downtown Mixed Use. No zone change is proposed.</p> <p>The plat will replat the properties noted above into three lots to accommodate both the proposed development of a new mixed use building and the existing building at 613 1<sup>st</sup> Avenue North, known as the Stone Building, which was erected in 1910.</p>			

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

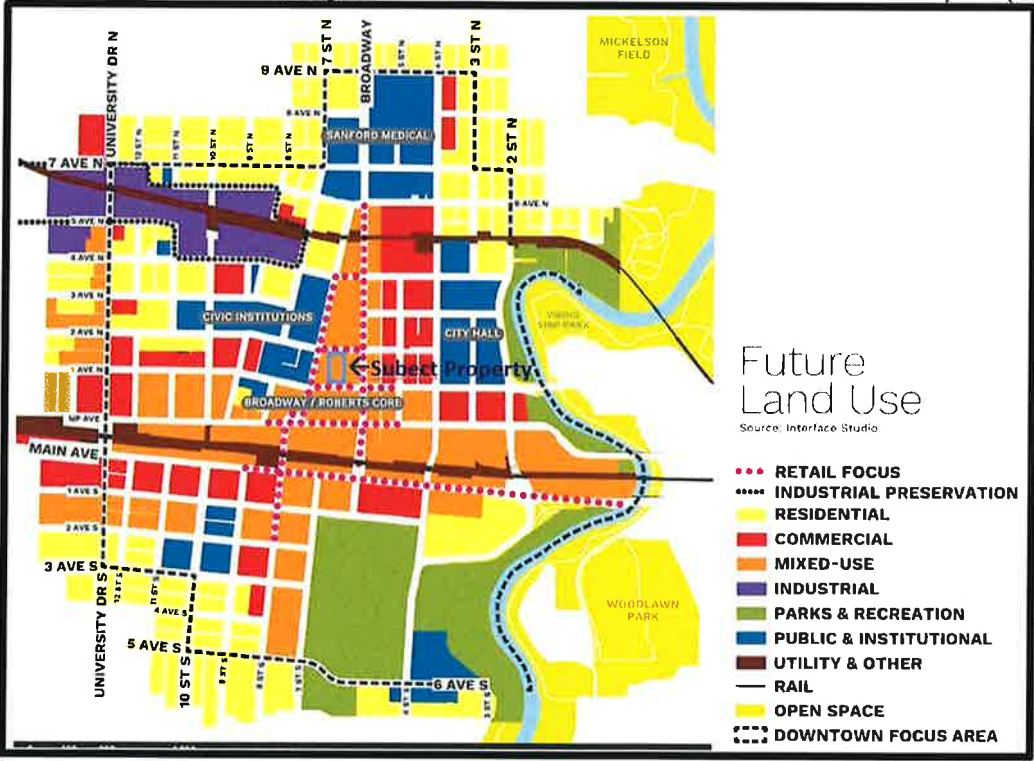
**Vacation of Alley:** A vacation of an east-west alley on this property, which was in process at the time this plat went to Planning Commission, as now been recorded.

**Additional Easement and Contingent Approval**

Further review of the plat by Planning and Engineering staff determined that an additional easement of three feet in width on the southwest corner of the property adjacent to the alley is necessary to maintain safe traffic flow through the alley. This easement has been prepared as a separate document and the applicant has agreed to it. The suggested motion below includes a contingency that the applicant must actually sign the easement; the plat can be recorded once the easement is signed.. However, the contingent motion below allows the City Commission to approve the actual plat at this time. Once the applicant has signed the easement, the City can then proceed with recording the plat, if approval is received as referenced below. Please note that all future permits, such as building permits, are on hold until the plat can be recorded.

**Area Plans:**

The area of the plat is included in the Downtown In Focus Master Plan. Replatting these existing lots into fewer lots helps facilitate the development of this property as a mixed-use project, consistent with the "mixed-use" land use designation of the Downtown In Focus future land use plan (see graphic below).



**Schools and Parks:**

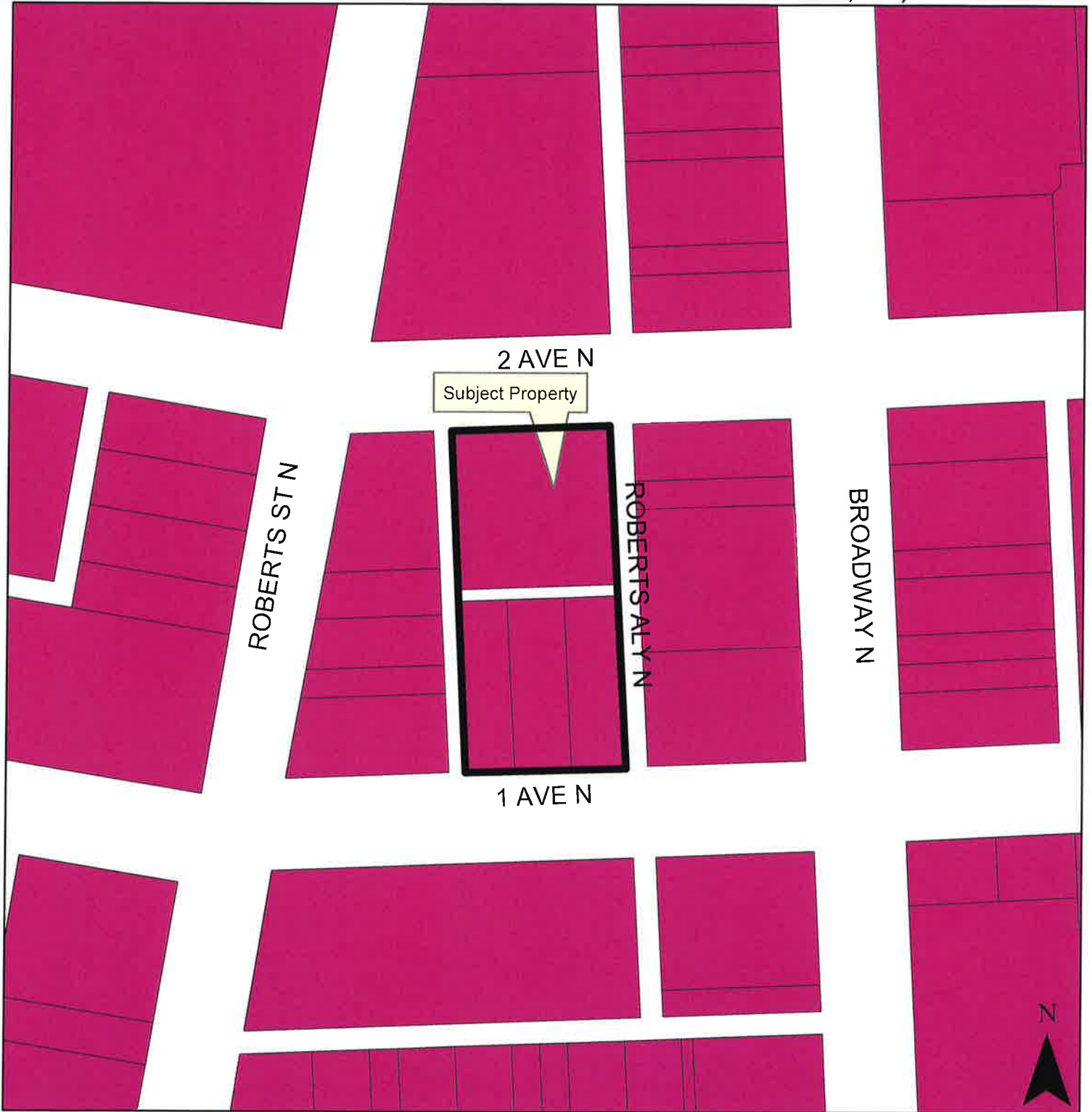
**Schools:** The subject property is located within the Fargo School District and is served by Roosevelt Elementary, Ben Franklin Middle and North High schools.

<p><b>Neighborhood:</b> The subject property is located within the Downtown neighborhood.<b>Parks:</b> The Civic Plaza, currently under development, is approximately 0.20 miles east of the subject property and will offer a variety of amenities, artworks, and public gathering spaces.</p> <p><b>Pedestrian / Bicycle:</b> There are no bicycle facilities in the public streets adjacent to this property.</p>
<p><b>Staff Analysis:</b></p> <p>Article 20-0907 of LDC stipulates that the following criteria are met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <li> <p><b>Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</b></p> <p>The subject property is located within the Downtown neighborhood. The future land use plan for the Downtown neighborhood, the Downtown In Focus plan, designates the subject property as "Mixed Use." The subject property is zoned DMU, Downtown Mixed Use, which is consistent with the future land use designation. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no comments. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code. <b>(Criteria Satisfied)</b></p> </li> <li> <p><b>Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b></p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. <b>(Criteria Satisfied)</b></p> </li> </ol>
<p><b>Staff Recommendation</b></p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move approve the proposed <b>Kesler First Addition</b> subdivision plat, contingent on the applicant signing the additional easement as noted above, as presented, as the proposal complies with the Go2030 Plan, the Downtown in Focus Future Land Use Plan, Standards of Article 20-06, and all other applicable requirements of the LDC."</p>
<p><b>Planning Commission Recommendation:</b> September 3, 2019</p> <p>At the September 3, 2019 Planning Commission, by a vote of 9-0 with one Commissioner absent and one Commission seat open, the Planning Commission voted to accept the findings and recommendations of staff and recommended to the City Commission approval of the proposed <b>Kesler First Addition</b> subdivision plat, as presented, as the proposal complies with the Go2030 Plan, the Downtown in Focus Future Land Use Plan, Standards of Article 20-06, and all other applicable requirements of the LDC.</p>
<p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>Zoning Map</li> <li>Location Map</li> <li>Preliminary Plat</li> </ol>

# Plat (Minor)

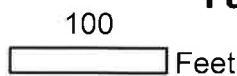
## Kesler First Addition

624 2nd Ave N  
613, 617, & 621 1st Ave N



**Legend**

AG	DMC	LC	MHP	SS	SS-2	SS-3	SS-4	SS-5
GC	GL	MR-1	NC	NO	PL	PL-1	PL-2	PL-3
GO	MR-2	MR-3	UMI	City Limits				



Fargo Planning Commission  
September 3, 2019

# Plat (Minor)

## Kesler First Addition

624 2nd Ave N  
613, 617, & 621 1st Ave N



**A MINOR SUBDIVISION PLAT OF  
KESLER FIRST ADDITION  
TO THE CITY OF FARGO, A REPLAT OF LOTS A THROUGH F AND LOTS T AND U, AND  
PORTIONS OF ALLEYS NOW VACATED ALL IN HAGAMAN'S SUBDIVISION OF PART OF  
BLOCK 2 ROBERTS ADDITION, AND ALL OF LOTS 10 THROUGH 12, BLOCK 2, ROBERTS  
ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA.**



**CERTIFICATE**  
SHAWN W. THOMASON, Registered Professional Engineer and Surveyor, and STEVE M. THOMASON, Registered Professional Engineer and Surveyor, do hereby certify that the plat of the subdivision shown hereon was prepared and recorded by the attached plat of Kesler First Addition, to the City of Fargo, North Dakota, and that the same is a true and correct copy of the original of said subdivision, as shown to the undersigned by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**Steve M. Thomason**  
REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR  
2815 10TH AVENUE N.E. SUITE 100  
FARGO, NORTH DAKOTA 58102  
NO. 45828  
**Shawn W. Thomason**  
REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR  
315 W. WASHINGTON AVE. SUITE 200  
FARGO, NORTH DAKOTA 58101  
NO. 45829



ON THIS 14th DAY OF September, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED SHAWN W. THOMASON, REGISTERED LAND SURVEYOR, and STEVE M. THOMASON, REGISTERED LAND SURVEYOR, who are duly sworn and who declared to me that the foregoing plat is a true and correct copy of the original of said subdivision, and that the original of said subdivision is now on file in the office of the undersigned.

**WITNESSETH**  
I, the undersigned, being duly sworn, depose and say that the contents of the foregoing plat are a true and correct copy of the original of said subdivision, as shown to the undersigned by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**STATE OF NORTH DAKOTA**  
COUNTY OF CASS  
I, **Shawn W. Thomason**, Notary Public,  
do hereby certify that the foregoing plat is a true and correct copy of the original of said subdivision, as shown to the undersigned by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**STATE OF NORTH DAKOTA**  
COUNTY OF CASS  
I, **Steve M. Thomason**, Notary Public,  
do hereby certify that the foregoing plat is a true and correct copy of the original of said subdivision, as shown to the undersigned by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**STATE OF NORTH DAKOTA**  
COUNTY OF CASS  
I, **Shawn W. Thomason**, Notary Public,  
do hereby certify that the foregoing plat is a true and correct copy of the original of said subdivision, as shown to the undersigned by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**STATE OF NORTH DAKOTA**  
COUNTY OF CASS  
I, **Steve M. Thomason**, Notary Public,  
do hereby certify that the foregoing plat is a true and correct copy of the original of said subdivision, as shown to the undersigned by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**FARGO PLANNING COMMISSION APPROVAL**  
I, **Shawn W. Thomason**, Planning Commissioner,  
do hereby approve the foregoing plat as shown to me by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**FARGO PLANNING COMMISSION APPROVAL**  
I, **Steve M. Thomason**, Planning Commissioner,  
do hereby approve the foregoing plat as shown to me by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

**FARGO PLANNING COMMISSION APPROVAL**  
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**FARGO PLANNING COMMISSION APPROVAL**  
I, **Steve M. Thomason**, Planning Commissioner,  
do hereby approve the foregoing plat as shown to me by the said Shawn W. Thomason and Steve M. Thomason, who are duly sworn and qualified to perform the duties of Registered Professional Engineers and Surveyors in the State of North Dakota, and that the original of said subdivision is now on file in the office of the undersigned.

- FARGO PLANNING COMMISSION APPROVAL
- FARGO PLANNING COMMISSION APPROVAL
- FARGO PLANNING COMMISSION APPROVAL
- FARGO PLANNING COMMISSION APPROVAL



**NOTES:**  
1. THE SUBJECT PLAT IS SUBJECT TO ALL RIGHTS AND INTERESTS OF THIRD PARTIES.  
2. THE SUBJECT PLAT IS SUBJECT TO ALL RIGHTS AND INTERESTS OF THIRD PARTIES.  
3. THE SUBJECT PLAT IS SUBJECT TO ALL RIGHTS AND INTERESTS OF THIRD PARTIES.

**moore**  
SHEET: OF 1  
ENGINEERING, INC. FARGO, ND 58103

REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR  
NO. 31234





23

PUBLIC WORKS/OPERATIONS

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

November 7<sup>th</sup>, 2019

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

RE: RFP for Snow Plow, Box and Wing (RFP19171)

Commissioners:

On November 1<sup>st</sup>, 2019, proposals were received for one (1) Snow Plow, Box and Wing. Two proposals were submitted by two separate vendors.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Northern Truck Equipment	\$97,850.00
Bert's Truck Equipment	\$110,469.00

The review committee, consisting of Ben Dow and Tanner Smedshammer, determined that both proposals met the required specifications. Our recommendation is to purchase based on meeting all specifications with the lowest proposed price from Northern Truck Equipment Corp. Funding for this project is included in the 2019 Vehicle Replacement budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Snow Plow, Box and Wing from Northern Truck Equipment for the amount of \$97,850.00.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist



**Request for Proposals (RFP19171)**  
**2019 Sander body/Plow/Wing RFP Results**  
**11/1/19**

**Proposal Evaluation Summary**

	<b>Northern Truck</b>	<b>Bert's Truck</b>
<b>Box Make</b>	Monroe	Bonnell
<b>Plow Make</b>	Monroe	Salt Dogg
<b>Wing Make</b>	Monroe	Falls
<b>Total</b>	\$97,850.00	\$110,469.00
<b>Days</b>	150 - 200	120 -180

November 12, 2019

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

RE: Contract Piggyback for the Purchase of AMP Salt Brine Additive

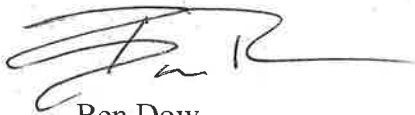
Commissioners:

The Public Works department has been using salt brine as part of our winter maintenance plan since 2005. Due to the cold climate we live in, it is necessary to add an additive to the salt brine in order to lower the effective working temperature. In the past, the city has used a product derived from the processing of sugar beets. Based on a side-by-side comparison of the sugar beet additive and AMP, staff found AMP to be a better product over the sugar beet additive.

AMP is a proprietary patented liquid additive developed and distributed by EnviroTech Services. Staff is requesting authorization to piggyback off the Minnesota State Contract for the purchase of AMP at a cost of \$2.76 a gallon (Minnesota State Contract #116354).

RECOMMENDED MOTION: Using contract piggybacking (PBC116354), as provided for in the City of Fargo Purchasing Policy, I/we hereby move to authorize the purchase of AMP salt brine additive from EnviroTech Services at a price of \$2.76 per gallon for the 2019/2020 winter.

Respectfully submitted,



Ben Dow  
Director of Operations  
Fargo Public Works

# Admin Minnesota

## Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

### CONTRACT RELEASE: D-156(5)

**DATE:** SEPTEMBER 23, 2019

**PRODUCT/SERVICE:** DEICERS: ALTERNATIVE CHEMICAL DEICERS

**CONTRACT PERIOD:** SEE BELOW UNDER EACH CONTRACT VENDOR

**EXTENSION OPTIONS:** UP TO 12 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST (AMS):** ROBB MIMBACH

**PHONE:** 651.201.2432    **E-MAIL:** [robb.mimbach@state.mn.us](mailto:robb.mimbach@state.mn.us)    **WEB SITE:** [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
CRYOTECH DEICING TECH 6103 ORTHOWAY FORT MADISON, IA 52627	116353	NET 30	3 DAYS METRO 5 DAYS OTHER

**VENDOR NO:** 0000202854-001

JEANNE SEAGER  
**OFFICE:** 800.346.7237 | **FAX:** 319.372.2662  
**EMAIL:** [ORDERS@CRYOTECH.COM](mailto:ORDERS@CRYOTECH.COM)

**CONTRACT PERIOD:** NOVEMBER 1, 2016, THROUGH OCTOBER 31, 2020

ENVIROTECH SERVICES, INC. PO BOX 5512 DENVER, CO 80217	116354	NET 30	3 TO 5 DAYS
--	--------	--------	-------------

**VENDOR NO:** 0000225197-001

DARLA DOCKTER  
**OFFICE:** 952.679.3570  
**EMAIL:** [DDOCKTER@ENVIROTECHSERVICES.COM](mailto:DDOCKTER@ENVIROTECHSERVICES.COM)

**CONTRACT PERIOD:** NOVEMBER 1, 2016, THROUGH OCTOBER 31, 2020

**PRODUCT CATEGORY: CORROSION INHIBITORS - SALT BRINE ADDITIVES**

**APPROVED PRODUCT: AMP**

**MANUFACTURER: ENVIROTECH SERVICES**

**RESPONDER/CONTRACT VENDOR: Envirotech Services, Inc**

SERVICE AREA LOCATION	PRICE PER GALLON FOR PRODUCT				PRICE PER GALLON FOR FREIGHT				PRICE PER GALLON FOR PRODUCT & FREIGHT			
	Gallon Purchases From	0	5001	10,001	20,001	0	5001	10,001	20,001	0	5001	10,001
Gallon Purchases To	5000	10000	20000	50000	5000	10000	20000	50000	5000	10000	20000	50000
DISTRICT 1A	\$2.4677	\$2.4677	\$2.4677	\$2.4677	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$2.5877	\$2.5877	\$2.5877	\$2.5877
DISTRICT 1B	\$2.4677	\$2.4677	\$2.4677	\$2.4677	\$0.0956	\$0.0956	\$0.0956	\$0.0956	\$2.5633	\$2.5633	\$2.5633	\$2.5633
DISTRICT 2A	\$2.4677	\$2.4677	\$2.4677	\$2.4677	\$0.2062	\$0.2062	\$0.2062	\$0.2062	\$2.6739	\$2.6739	\$2.6739	\$2.6739
DISTRICT 2B	\$2.4677	\$2.4677	\$2.4677	\$2.4677	\$0.3531	\$0.3531	\$0.3531	\$0.3531	\$2.8208	\$2.8208	\$2.8208	\$2.8208
DISTRICT 3A	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.2774	\$0.2774	\$0.2774	\$0.2774	\$2.4774	\$2.4774	\$2.4774	\$2.4774
DISTRICT 3B	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.1876	\$0.1876	\$0.1876	\$0.1876	\$2.3876	\$2.3876	\$2.3876	\$2.3876
DISTRICT 4A	\$2.4677	\$2.4677	\$2.4677	\$2.4677	\$0.2960	\$0.2960	\$0.2960	\$0.2960	\$2.7637	\$2.7637	\$2.7637	\$2.7637
DISTRICT 4B	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.2937	\$0.2937	\$0.2937	\$0.2937	\$2.4937	\$2.4937	\$2.4937	\$2.4937
DISTRICT 6A	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.1177	\$0.1177	\$0.1177	\$0.1177	\$2.3177	\$2.3177	\$2.3177	\$2.3177
DISTRICT 6B	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.0933	\$0.0933	\$0.0933	\$0.0933	\$2.2933	\$2.2933	\$2.2933	\$2.2933
DISTRICT 7A	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.1177	\$0.1177	\$0.1177	\$0.1177	\$2.3177	\$2.3177	\$2.3177	\$2.3177
DISTRICT 7B	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.2855	\$0.2855	\$0.2855	\$0.2855	\$2.4855	\$2.4855	\$2.4855	\$2.4855
DISTRICT 8	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.2203	\$0.2203	\$0.2203	\$0.2203	\$2.4203	\$2.4203	\$2.4203	\$2.4203
METRO 1	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.0933	\$0.0933	\$0.0933	\$0.0933	\$2.2933	\$2.2933	\$2.2933	\$2.2933
METRO 2	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.0933	\$0.0933	\$0.0933	\$0.0933	\$2.2933	\$2.2933	\$2.2933	\$2.2933
METRO 3	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.0933	\$0.0933	\$0.0933	\$0.0933	\$2.2933	\$2.2933	\$2.2933	\$2.2933
METRO 4	\$2.2000	\$2.2000	\$2.2000	\$2.2000	\$0.0933	\$0.0933	\$0.0933	\$0.0933	\$2.2933	\$2.2933	\$2.2933	\$2.2933
WHAT IS THE ADDITIONAL COST PER GALLON IF THE TRUCKLOAD IS SPLIT AND DELIVERED TO MORE THAN ONE CUSTOMER LOCATION WITHIN SERVICE AREA LOCATION? \$0.04												
IF THE CUSTOMER WANTS TO PICK UP THE PRODUCT AND NOT PAY FREIGHT. WHAT IS THE PICK UP ADDRESS? 4676 284th Street East Randolph MN 55065.												
WHAT IS THE MINIMUM ORDER QUANTITY IN GALLONS? 4,200												
WHAT IS THE ESTIMATED NUMBER OF GALLONS PER TRUCKLOAD? 4,500												
WHAT IS THE COST PER HOUR FOR TRAINING AND TECHNICAL SUPPORT? \$0.00												

25

November 12, 2019

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

RE: Sole Source Purchase of Ice Slicer

Commissioners:

Throughout the world, many different variations of ice melt products have been developed and used to fight icy road surfaces. Previously, Public Works has compared a variety of different ice control products in hopes of finding a material that effectively melts and provides traction once the temperature drops below 15°. In the past, the city has used two granular products for ice control, salt that provides melting capacity to approximately 10° and a sand/salt (80/20) mixture for traction purpose when the temperatures drop below 10°. Through a side-by-side comparison of different products staff has been able to identify a product called Ice Slicer that is very effective in providing traction and melting at temperatures between 15° and -5°. Ice Slicer is an all-natural organic product that is mined exclusively by Redmond Minerals. Ice Slicer has greater melting capacity, is less corrosive, and is environmentally safer than salt.

EnviroTech Services is the national distributor and sole provider of Ice Slicer outside of Utah. Staff is requesting authorization to purchase Ice Slicer from EnviroTech Services at a cost of \$180.00 per ton (as shown on the attached quote).

RECOMMENDED MOTION: Using sole source procurement (SSP19136) as provided for in the City of Fargo Purchasing Policy, I/we request a suggested motion to authorize the purchase of IceSlicer ice melt from EnviroTech Services at a price of \$180.00 per ton for the 2019/2020 winter.

Respectfully submitted,



Ben Dow  
Director of Operations  
Fargo Public Works



July 18, 2019

To Whom It May Concern:

Redmond Minerals, Inc. is the manufacturer of Ice Slicer RS® granular ice melt. Envirotech Services, Inc is the national distributor for Ice Slicer and will be the sole provider of Ice Slicer RS outside of Utah through 2019-2020 winter season.

Please feel free to contact us with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Doug Anderson', is written over the word 'Sincerely,'.

Doug Anderson  
Redmond Minerals, Inc.



PO Box 8888 • Omaha, NE 68188  
 Fax: (402) 491-1111  
 West Region: (800) 522-0183  
 North West Region: (800) 577-5345  
 Midwest Region: (800) 471-5118  
 East Coast: (877) 568-3424

**Quotation - Preliminary**

Our Reference: **Tim Hanlin**  
 Customer RFQ Number:

Customer Number: **11992**

Quotation Date: **7/1/19**      Date Printed: **7/1/19**      Expiration Date: **4/30/20**  
 Quotation Number: **S2063**      Revision No: **2**  
 Your Reference: **Ben Dow**

Delivery Address:  
 City of Fargo  
 200 3rd Street N.  
 Fargo ND 58102

Document Address:  
 City of Fargo  
 200 3rd Street N.  
 Fargo ND 58102

Ship Via:  
 Any

Terms of Delivery:  
 FOB Destination

Salesman:  
 Tom Broadbent

Delivery Terms Location:  
 Fargo

Label Note:  
 Full Truckloads Delivered to City of Fargo

Wanted Delivery Date:

Payment Terms:  
 30 Days Net

Pos	Part No	Sale Qty	Unit	Price	Disc. %	Net Amount
Del	Description	Price Qty	Unit		Planned Delivery Date	USD
1	<b>1012</b>	25	ton	180.00	0.00%	4,500.00
1	Ice Slicer RS	25	ton			

**Sub Total: 4,500.00**

**TOTAL: 4,500.00**

**Tax Total 0**

**Gross Total 4,500.00**

Visit Address	Invoice Address	Phone	Fax	Bank Giro	Postal Giro	Tax Number
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November 12, 2019

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

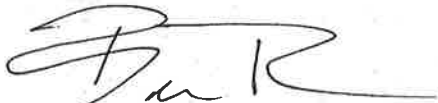
RE: Contract Piggyback for Brine Generator Salt

Commissioners:

The Public Works department has been using salt brine as part of our winter maintenance plan since 2005. In order to produce salt brine it is imperative that the salt used is clean and made up of course fragmented salt crystals. Staff has conducted testing on multiple vendors' salt and we have reached the conclusion that the Brine Generator Salt distributed by Salt Source LLC, dba U.S. Salt, is the most effective product for the brine production process. Salt Source LLC, currently holds the Minnesota State vendor contract for Brine Generator Salt through July 30, 2020. At this time, staff is requesting authorization to piggyback off the Minnesota State Contract for the purchase of Brine Generator Salt at a cost of \$118.90 a ton, plus delivery (Minnesota State Contract #PBC S-1082(5)).

RECOMMENDED MOTION: Using contract piggybacking (PBC S-1082(5)), as provided for in the City of Fargo Purchasing Policy, I/we hereby move to authorize the purchase of Brine Generator Salt from Salt Source LLC, dba U.S. Salt at a price of \$118.90 a ton, plus delivery, for the 2019/2020 winter.

Respectfully submitted,



Ben Dow  
Director of Operations  
Fargo Public Works

# Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

## CONTRACT RELEASE: S-1082(5)

DATE: AUGUST 1, 2019

PRODUCT/SERVICE: SALT: BRINE GENERATOR

CONTRACT PERIOD: AUGUST 1, 2019 THROUGH JULY 30, 2020

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): KAREN MCINTYRE

PHONE: 651.201.3124    E-MAIL: [karen.mcintyre@state.mn.us](mailto:karen.mcintyre@state.mn.us)    WEB SITE: [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
<b>SALT SOURCE LLC</b> 1170 Eagan Industrial Rd #4 Eagan, MN 55121	<b>160856</b>	<b>NET 30</b>	<b>AS REQUESTED</b>
<b>VENDOR NO.:</b> 00000979108	<b>CONTACT:</b> Matt Collins Email: <a href="mailto:sales@ussalt.com">sales@ussalt.com</a>		<b>PHONE:</b> 952.890.8448

To expedite orders contact Jake Biesanz – [Jake@ussalt.com](mailto:Jake@ussalt.com) or Phone 952.516.7465

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

State agencies - MnDOT

**STATE AGENCY CONTRACT USE.** State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

Contract Release: s-1082(5)

**VERIFYING THE CONTRACT PRICES.**

The following information explains the method(s) for calculating and/or confirming the contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

**Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).**

**Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.**

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

## BRINE GENERATOR SALT PRICE SCHEDULE

**MN/DOT - DISTRICT 6A ROCHESTER**

2019-2020

AGENCY	LOCATION	Unloading Requirements	2019-2020		Delivery	Total Delivered Cost
			Brine Salt Est.	Cost Per Ton - Salt only, No Delivery		
Dresbach	201 Riverview Drive, Along TH 61 & I-90 at 3rd Street	End Dump	100	\$118.90	\$26.08	\$144.98
Goodview	TH 61 (Winona)	End Dump	100	\$118.90	\$23.91	\$142.81
Rochester	2900 48th Street NW, TH 52 north at 48th Street	End or Belly Dump	100	\$118.90	\$15.65	\$134.55
Stewartville	401 10th Street NW, Just off TH 63 NW part of town	End Dump	100	\$118.90	\$17.39	\$136.29
<b>TTL Tons</b>			<b>400</b>			

**MN/DOT - DISTRICT 6B OWATONNA**

2019-2020

AGENCY	LOCATION	Unloading Requirements	2019-2020		Delivery	Total Delivered Cost
			Brine Salt Est.	Cost Per Ton - Salt only, No Delivery		
Albert Lea	on CR 45, 1 mile North Jct. TH 65	End Dump	100	\$118.90	\$16.96	\$135.86
Austin	1500 11th Drive NE	End Dump	100	\$118.90	\$16.52	\$135.42
Owatonna	1010 21st Avenue NW	End Dump	100	\$118.90	\$12.43	\$131.33
Red Wing	3890 Pepin Ave.	End Dump	100	\$118.90	\$14.17	\$133.07
<b>TTL Tons</b>			<b>400</b>			

**MN/DOT - DISTRICT 7A MANKATO**

2019-2020

AGENCY	LOCATION	Unloading Requirements	2019-2020		Delivery	Total Delivered Cost
			Brine Salt Est.	Cost Per Ton - Salt only, No Delivery		
Mankato	2151 Bassett Drive, Mankato, MN 56001	End Dump	625	\$118.90	\$13.91	\$132.81
<b>TTL Tons</b>			<b>625</b>			

Contract Release: s-1082(5)

MN/DOT - DISTRICT 7B WINDOM

2019-2020

AGENCY	LOCATION	Unloading Requirements	Brine Salt Est.	Cost Per Ton - Salt only, No Delivery	Delivery	Total Delivered Cost
Windom	180 Co. Road 26	End Dump	275	\$118.90	\$25.92	\$144.82
<b>TTL Tons</b>			<b>275</b>			

<b>Outstate Subtotal</b>	<b>1,700</b>
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MN/DOT DISTRICT - METRO SECTION 2

2019-2020

AGENCY	LOCATION	Unloading Requirements	Brine Salt Est.	Cost Per Ton - Salt only, No Delivery	Delivery	Total Delivered Cost
Maple Grove	10900 77th Avenue North	End Dump	25	\$118.90	\$11.57	\$130.47
<b>TTL Tons</b>			<b>25</b>			

MN/DOT DISTRICT - METRO SECTION 3

2019-2020

AGENCY	LOCATION	Unloading Requirements	Brine Salt Est.	Cost Per Ton - Salt only, No Delivery	Delivery	Total Delivered Cost
Maryland	224 E. Maryland Avenue	End Dump	25	\$118.90	\$7.22	\$126.12
<b>TTL Tons</b>			<b>25</b>			

<b>Metro Subtotal</b>	<b>50</b>
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<b>TOTAL TONS - ALL LOCATIONS</b>	<b>1,750</b>
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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28

Improvement District No. BN-19-A2 Type: Change Orders #20 – 25 & Time Extension  
Location: 52<sup>nd</sup> Ave S, 45<sup>th</sup> St – 63<sup>rd</sup> St Date of Hearing: 10/28/2019

Routing Date  
City Commission 11/18/2019  
PWPEC File X  
Project File Kevin Gorder

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, related to Change Orders #20 - 25 submitted by NDDOT in the amount of \$47,697.82. KPH, Inc. is the Prime Contractor. The requested changes can be summarized as follows:

- 20. Relocation of a Century Link, plugging a storm sewer, minor survey correction, City pump failure, and replacing gate valve nuts.
- 21. Adjustments to hydrant depth so they could be maintained with standard City equipment.
- 22. Drainage modifications to flatten the grade on the north leg of the intersection.
- 23. Ride specification change from interstate standards to urban ride standards.
- 24. Additional road termination signing, adjustment of sign post lengths on the west end of the project to meet NDDOT standards.
- 25. The City of Fargo requested additional components in the new signal cabinets, along with sandblasting and repainting of the existing signal poles at 45<sup>th</sup> Street to extend their life.

Staff is recommending approval of Change Orders #20 - 25 in the amount of \$47,697.82 and the modification to Change Order #17 to include a time extension of 8 days.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Orders #20 -25 and the modification to Change Order #17 to include a time extension of 8 days.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #20 - 25 in the amount of \$47,697.82 and the modification of Change Order #17 to include a time extension of 8 days.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed, SE Cass, Cass Cty Hwy, COF Sales Tax, & Special Assessments

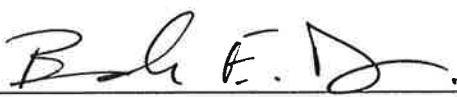
	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	N/A
Agreement for payment of specials required of developer	N/A	N/A
Letter of Credit required (per policy approved 5-28-13)	N/A	N/A

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
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 type="checkbox"/>	<input 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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

29

Improvement District No. BN-19-A2

Type: Change Orders #20 - 25

Location: 52nd Ave S, 45th St - 63rd St

Date of Hearing: 10/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/4/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

APPROVED BY THE BOARD  
OF CITY COMMISSIONERS  
11/4/19

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, related to Change Orders #20 - 25 submitted by NDDOT in the amount of \$47,697.82. KPH, Inc. is the Prime Contractor. The requested changes can be summarized as follows:

- 20. Relocation of a Century Link, plugging a storm sewer, minor survey correction, City pump failure, and replacing gate valve nuts.
- 21. Adjustments to hydrant depth so they could be maintained with standard City equipment.
- 22. Drainage modifications to flatten the grade on the north leg of the intersection.
- 23. Ride specification change from interstate standards to urban ride standards.
- 24. Additional road termination signing, adjustment of sign post lengths on the west end of the project to meet NDDOT standards.
- 25. The City of Fargo requested additional components in the new signal cabinets, along with sandblasting and repainting of the existing signal poles at 45th Street to extend their life.

Staff is recommending approval of Change Orders #20 - 25 in the amount of \$47,697.82.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Orders #20 -25.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #20 - 25 in the amount of \$47,697.82.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed, SE Cass, Cass Cty Hwy, COF Sales Tax, & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
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 type="checkbox"/>	<input 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"/>	

B. E. Derrig  
Brenda E. Derrig, P.E.  
City Engineer

ATTEST:

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Kevin Gorder, Division Engineer  
**Date:** October 24, 2019  
**Re:** BN-19-A2 52<sup>nd</sup> Avenue Project – Change Orders #20-25

---

As of this date, 19 change orders have been approved for a total of \$166,551.39. Engineering and KPH (prime contractor) have agreed upon prices for additional work on change orders 20-25.

20. Miscellaneous additional work – Items include moving a Century Link a couple feet since it was in conflict with an inlet, placing a plug in a storm sewer, minor survey error that needed correction, City pump failure, and replacing gate valve nuts that were not functional. Increase of \$7,912.96
21. Adjust hydrants – The water main installed west of 63<sup>rd</sup> was about 11' deep. Adjustments were made to the hydrants so they would be installed at our standard depth so they could be maintained with standard City equipment. Increase \$12,145.20
22. 53<sup>rd</sup> Street intersection – Drainage modifications were needed to flatten the grade on the north leg of the intersection. This change order included suspending time charges for the intersection while the additional work was completed. The contract also required the contractor open the 47<sup>th</sup> Street intersection by the August 15<sup>th</sup> interim completion date. An existing hydrant was leaking so some of the work around the intersection was delayed. Time charges for the intersection opening were suspended while the leaking hydrant was addressed. Total increase \$13,211.50.
23. Ride Specification Change – The project was bid using NDDOT ride specifications. Since the roadway will be posted at 45 mph, the Contractor was required to meet interstate ride specifications. With an urban design, it is nearly impossible to meet that specification. This change order changes the ride specification from interstate standards to urban ride standards in the NDDOT specifications.
24. Additional road termination signing was required on the project. The change order also addresses some sign post lengths on the west end of the project to meet NDDOT standards. Increase of \$4,734.40.
25. The City of Fargo requested additional components in the new signal cabinets. The City also requested some sandblasting and repainting of some of the existing signal poles at 45<sup>th</sup> Street to extend the life of these poles. Total increase of \$9,693.76.

Change Order #17 added expansion joints to the project. Change order #17 was approved prior to final negotiation with KPH. During negotiations, KPH asked and documented the need for additional time on the contract to add this work. 8 days were added to the contract for this additional work.

**Recommended Motion:**

Approve Change Orders #20-25 for a total of \$47,697.82. Approve the modification to Change Order #17 adding 8 days to the contract.

Change Order	Sub Project	Description	Amount	PWPEC Request	PWPEC Approval	Commission Approval
1	1	Removals Tons to SY	\$ -		6/10/2019	6/17/2019
2	1	Common Excavation Plan Quantity	\$ -		6/10/2019	6/17/2019
3	1	Snow Removal at Intersections	\$ 5,255.00	\$ 5,255.00	6/10/2019	6/17/2019
4	1	Add Silt Fence Bio Rolls	\$ 1,320.00	\$ 1,320.00	6/10/2019	6/17/2019
5	3	Additional Form Liner	\$ 15,101.89	\$ 15,101.89	6/10/2019	6/17/2019
6	1	U Haul Parking Drainage	\$ 13,647.00	\$ 13,647.00	6/10/2019	6/17/2019
7	1	Stringless Paving	\$ -	\$ -	6/10/2019	6/17/2019
8	1	Veterans Water Line Change	\$ 27,161.50	8-10 \$467.5	9/30/2019	10/7/2019
9	2	Veterans Water Line Change	\$ (1,340.00)		9/30/2019	10/7/2019
10	5	Veterans Water Line Change	\$ (25,354.00)		9/30/2019	10/7/2019
11	1	Inlet SW Veterans	\$ 2,400.00	11-12 \$5970	9/30/2019	10/7/2019
12	2	Inlet SW Veterans	\$ 3,570.00		9/30/2019	10/7/2019
13	1	Paving West of 63rd Completion	\$ -	\$ -	9/30/2019	10/7/2019
14	5	Waterline 63rd West Relocation	\$ 12,344.96	\$ 15,000.00	9/30/2019	10/7/2019
15	1	Sidewalk Lowering Drain to 45th	\$ (16,410.00)	\$ (16,410.00)	9/30/2019	10/7/2019
16	1	Add Flagging	\$ 11,200.00	\$ 11,200.00	9/30/2019	10/7/2019
17	1	Expansion Joints	\$ 29,375.00	\$ 40,000.00	9/30/2019	10/7/2019
18	1	Signal Loops	\$ 23,850.00	\$ 25,000.00	9/30/2019	10/7/2019
19	1	Sidewalk Modifications	\$ 50,000.00	\$ 50,000.00	9/30/2019	10/7/2019
20	5	Misc Adjustments	\$ 7,912.96			
21	5	Adjust Hydrants	\$ 12,145.20			
22	1	53rd Drainage & 47th St Leaking Hydrant	\$ 13,211.50			
23	1	Ride Specification Change	\$ -			
24	1	Road Closure and Signing Changes	\$ 4,734.40			
25	1	Signal Changes and Paint Signal Pole	\$ 9,693.76			
Total Change Orders			\$ 199,819.17			

8 Days on the contract

Not yet determined

Includes time at both intersections



**North Dakota Department of Transportation  
Change Order**

Change Order No: 20

Project: SU-8-984(164)

PCN: 22007

SubProject: 5 CITY UNDERGROUND UTILITIES (GATE VALVE, HYDF County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC  
9530 39TH ST S  
FARGO, ND 58104

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/03/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
990	101	Miscellaneous Field Adjustments	L SUM	0.00	1.00	7,912.960	7,912.96	
Net Increase or Decrease to Date			-236,856.28	Part	359,977.25	Non-Part	TOTALS	7,912.96
							NON-PARTICIPATING	7,912.96
							PARTICIPATING	

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


**Classification**


Change Approved In Field by P.E.

**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.

Various miscellaneous adjustments on the project. These include a minor relocation of a Century Link line to avoid a new inlet, install a plug in a 42" storm sewer due to a redesign at an intersection, staking an inlet incorrectly, city pump failure, and replacing gate valve nuts that were not functional. All work was based on time and materials with the hourly rates checked against blue book rates and they compare favorably or very close depending on the piece of equipment.

 10-10-19  
CONTRACTOR DATE

 11/13/19  
 Approval Recommended  Approved  
PROJECT ENGINEER DATE

 11/4/19  
CITY/COUNTY/OTHER OFFICIAL DATE

Approval Recommended  Approved  
DISTRICT ENGINEER DATE

 11/4/19  
REPRESENTING DATE

Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

**North Dakota Department of Transportation  
Change Order**

Change Order No: 21

Project: SU-8-984(164)

PCN: 22007

SubProject: 5 CITY UNDERGROUND UTILITIES (GATE VALVE, HYDF County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC  
9530 39TH ST S  
FARGO, ND 58104

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/03/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
724	427	ADJUST HYDRANT	EA	0.00	2.00	6,072.600	12,145.20	
Net Increase or Decrease to Date			-236,856.28	Part	372,122.45	Non-Part	TOTALS	12,145.20
							NON-PARTICIPATING	12,145.20
							PARTICIPATING	

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

**Classification**


Change Approved In Field by P.E.

**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.

During construction it was observed that the water main on the west end of the project was deeper than a typical water main installation for the city of Fargo. The water main was installed at approximately 11' deep and would require long hydrant extensions due to the depth of the pipe. The equipment used by Public Works to maintain these hydrants is not big enough to dig to this depth. The contractor revised the connections to the water main to allow for a standard hydrant to be installed at two locations. All work was performed on time and materials and the prices quoted seem reasonable when compared to blue book rates and prevailing wages.

 10-10-19  
\_\_\_\_\_  
CONTRACTOR DATE

 11/13/19  
\_\_\_\_\_  
 Approval Recommended  Approved  
PROJECT ENGINEER DATE

 11/4/19  
\_\_\_\_\_  
CITY/COUNTY/OTHER OFFICIAL DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
DISTRICT ENGINEER DATE

 11/4/19  
\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

**North Dakota Department of Transportation  
Change Order**

Change Order No: 22

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC  
9530 39TH ST S  
FARGO, ND 58104

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/09/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
714	210	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	0.00	42.00	70.000	2,940.00	
722	3297	ABANDON STORM SEWER	LF	0.00	1.00	590.000	590.00	
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
722	100	MANHOLE 48IN	EA	11.00	1.00	2,600.000	2,600.00	
722	1100	MANHOLE RISER 48IN	LF	98.42	5.21	150.000	781.50	
722	3510	INLET-TYPE 2	EA	19.00	2.00	2,400.000	4,800.00	
722	2490	MANHOLE STORM CONNECTION	EA	3.00	1.00	1,500.000	1,500.00	
Net Increase or Decrease to Date			-247,494.78	Part	382,886.41	Non-Part	<b>TOTALS</b>	13,211.50
							<b>NON-PARTICIPATING</b>	
							<b>PARTICIPATING</b>	13,211.50

Due to This Change, the Contract Time:  
IS INCREASED BY 0.0 CALENDAR DAYS.

**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 contract limited the duration 53rd St could be closed to 35 non consecutive calendar days. The contractor managed their time and when they were ready to place concrete, it was discovered the north street return grade would exceed 9% if built as per plan. Drainage modifications were made to reduce this grade significantly so vehicles could enter 52nd Ave more easily. Time charges at the intersection will be suspended and not charged while the additional work is completed. Price for all items are at bid price.

The intersection at 47th St was included in the August 15th interim completion date. The NW corner of this intersection was constantly wet and the sidewalk could not be constructed. As the completion date approached, the contractor dug in a little deeper to dry the area out and noticed an existing fire hydrant was leaking. Public Works was contacted and they added it to their list of work for the summer. Time charges for work that could not be completed due to the leaking hydrant will be suspended and not charged. Abandon storm sewer was time and materials in a force account type itemization.

**North Dakota Department of Transportation  
Change Order**

Change Order No: 23

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC  
9530 39TH ST S  
FARGO, ND 58104

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/10/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
---------	---------	--------------	------	-------------------	-----------------	------------	-----------------	-----------------

Net Increase or Decrease to Date	-225,734.78	Part	372,122.45	Non-Part	<b>TOTALS</b>
					<b>NON-PARTICIPATING</b>
					<b>PARTICIPATING</b>

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.

See attached sheet for more details. Change order exempts high points, low points, rcuts, and intersection from the interstate ride spec. Ride will still be measured and the urban ride spec (under 45mph) will be used to evaluate these areas.

 10-10-19  
CONTRACTOR DATE

 11/13/19  
 Approval Recommended  Approved  
PROJECT ENGINEER DATE

 11/4/19  
CITY/COUNTY/OTHER OFFICIAL DATE

Approval Recommended  Approved  
DISTRICT ENGINEER DATE

 11/4/19  
REPRESENTING DATE

Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation  
Change Order

Change Order No: 24

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC  
9530 39TH ST S  
FARGO, ND 58104

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/10/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
754	137	ROADWAY TERMINATION-TYPE A	EA	0.00	8.00	591.800	4,734.40	
Net Increase or Decrease to Date			-242,760.38	Part	382,886.41	Non-Part	TOTALS	4,734.40
							NON-PARTICIPATING	
							PARTICIPATING	4,734.40

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


Classification


Change Approved In Field by P.E.

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.

Additional road termination signing was needed in some areas due to developers roadways not installed yet or changes in access. Post lengths on the west end where there is no curb and gutter were incorrect and others were adjusted to follow standard D-754-24A. Post lengths will be paid as measured in the field.

 10-23-19  
CONTRACTOR DATE

 11/13/19  
( ) Approval Recommended ( ) Approved  
PROJECT ENGINEER DATE

 11/4/19  
CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved  
DISTRICT ENGINEER DATE

 11/4/19  
REPRESENTING DATE

( ) Approval Recommended ( ) Approved  
OFFICE OF OPERATIONS DATE

**North Dakota Department of Transportation  
Change Order**

Change Order No: 25

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC  
9530 39TH ST S  
FARGO, ND 58104

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/10/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
772	8000	PAINT SIGNAL STANDARD	EA	0.00	1.00	5,921.570	5,921.57	
772	9989	EXPAND EXISTING SYSTEM	L SUM	0.00	1.00	3,772.190	3,772.19	
Net Increase or Decrease to Date			-211,306.62	Part	372,122.45	Non-Part	<b>TOTALS</b>	9,693.76
							<b>NON-PARTICIPATING</b>	
							<b>PARTICIPATING</b>	9,693.76

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


**Classification**


Change Approved In Field by P.E.

**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.

City of Fargo Engineering requested additional electronics in the signal light cabinet for better operations. City of Fargo Engineering also requested the existing signal poles at 45th be removed, sandblasted, and repainted as part of the project.

 10-10-19  
CONTRACTOR DATE

 11/13/19  
 Approval Recommended  Approved  
PROJECT ENGINEER DATE

 11/4/19  
CITY/COUNTY/OTHER OFFICIAL DATE

Approval Recommended  Approved  
DISTRICT ENGINEER DATE

 11/4/19  
REPRESENTING DATE

Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

29

Improvement District No. NR-18-A1 Type: Negative Final Balancing Change Order #5

Location: Storm Sewer Lift Stations #21 & #54 Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	11/18/2019
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Negative Final Balancing Change Order #5 in the amount of \$-30,830.75, bringing the total contract amount to \$481,757.74.

Staff is recommending approval Negative Final Balancing Change Order #5 in the amount of \$-30,830.75.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to CC Steel, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of \$-30,830.75, bringing the total contract amount to \$481,757.74 to CC Steel, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Utility Fund 524 & 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
Letter of Credit required (per policy approved 5-28-13)		N/A

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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 type="checkbox"/>	<input 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:** Rob Hasey, Project Manager  
**Date:** November 12, 2019  
**Re:** Improvement District No. NR-18-A1 – Negative Final Balancing Change Order #5  
Storm Sewer Lift Station Modifications & Incidentals

---

**Background:**

Attached is a negative Final Balancing Change Order in the amount of -\$30,830.75 for Improvement District No. NR-18-A1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$	424,725.00
Change Order #1	\$	10,560.00
Change Order #2	\$	5,480.26
Change Order #3	\$	62,725.80
Change Order #4	\$	9,097.43
<u>FBCO #5:</u>	\$	<u>(30,830.75)</u>
<b>Final Project Cost:</b>	<b>\$</b>	<b>481,757.74</b>

**Recommended Motion:**

Approve Negative Final Balancing Change Order #5 in the amount of -\$30,830.75 to CC Steel.

RJH/klb

Attachment

C: Tom Knakmuhs, Assistant City Engineer





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No	NR-18-A1	Change Order No	5
Project Name	Storm Sewer Lift Station Modifications & Incidentals		
Date Entered	11/5/2019	For	CC Steel, LLC

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:** Final Balancing

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

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 (\$)
Miscellaneous	2	Inlet Protection - Existing Inlet	EA	8.00	0.00	8.00	-8.00	0.00	125.00	-1,000.00
Site #1 (STS LS #21)	8	Mulching Type 1 - Hydro	SY	300.00	0.00	300.00	50.00	350.00	2.25	112.50
	9	Seeding Type A	SY	300.00	0.00	300.00	25.00	325.00	2.25	56.25
	10	Topsoil - Import	CY	25.00	0.00	25.00	-5.00	20.00	40.00	-200.00
	11	Sediment Control Log 6" to 8" Dia	LF	50.00	0.00	50.00	-7.00	43.00	4.00	-28.00
								<b>Site #1 (STS LS #21) Sub Total (\$)</b>		<b>-59.25</b>
Site #2 (STS LS #54)	14	Modify Lift Station - Electrical	LS	1.00	0.00	1.00	-1.00	0.00	28,000.00	-28,000.00
	15	Mulching Type 1 - Hydro	SY	200.00	0.00	200.00	-147.00	53.00	2.25	-330.75
	16	Seeding Type A	SY	200.00	0.00	200.00	-147.00	53.00	2.25	-330.75
	17	Topsoil - Import	CY	25.00	0.00	25.00	-19.00	6.00	40.00	-760.00
	21	Remove Pavement All Thicknesses All Types	SY	29.00	0.00	29.00	-2.00	27.00	15.00	-30.00
	22	F&I Crushed Conc - 9" Thick	SY	29.00	0.00	29.00	-2.00	27.00	35.00	-70.00
	23	F&I Pavement 8" Thick Reinf Conc	SY	29.00	0.00	29.00	-2.00	27.00	125.00	-250.00
								<b>Site #2 (STS LS #54) Sub Total (\$)</b>		<b>-29,771.50</b>

**Summary**  
Source Of Funding



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Net Amount Change Order # 5 (\$)	-30,830.75
Previous Change Orders (\$)	87,863.49
Original Contract Amount (\$)	424,725.00
Total Contract Amount (\$)	481,757.74

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
04/17/2019	09/01/2019	0.00	0.00	04/17/2019	09/01/2019

Description

APPROVED

For Contractor

Title

*Kevin M. Trio*  
CC Steel, LLC  
by Kevin M. Trio, CEO

APPROVED DATE

Department Head  
*[Signature]*  
Mayor  
Attest

11/13/19



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Improvement District No. NR-18-A1  
 Project Name Storm Sewer Lift Station Modifications & Incidentals  
 Type Lift Station Repl/Rehab  
 Description Storm Sewer Lift Stations #21 & #54.  
 Pay Estimate Number 11 - FINAL  
 From Date 07/18/2019 To Date 10/31/2019

The Honorable Board of City Commissioners  
 Dear Commissioners,

Be advised that CC Steel, LLC has performed the work to date shown on this statement

Contract		Previous		Current		To Date		Percentage	
Unit	Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete (%)
<b>Miscellaneous</b>									
1 Stormwater Management	LS	1.00	1.00	1,000.00	0.00	0.00	1.00	1,000.00	100.00
2 Inlet Protection - Existing Inlet	EA	8.00	8.00	125.00	0.00	0.00	0.00	0.00	0.00
			<b>Miscellaneous Sub Total</b>	<b>1,000.00</b>		<b>0.00</b>		<b>1,000.00</b>	
<b>Site #1 (STS LS #21)</b>									
3 Mobilization	LS	1.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
4 Modify Lift Station	EA	1.00	1.00	108,500.00	0.00	0.00	1.00	108,500.00	100.00
5 F&I Manhole Type E Reint Conc	EA	1.00	1.00	17,000.00	0.00	0.00	1.00	17,000.00	100.00
6 F&I Sluice Gate 54" Dia Stainless Steel	EA	1.00	1.00	12,500.00	0.00	0.00	1.00	12,500.00	100.00
7 F&I Lift Station Pumps & Controls	LS	1.00	1.00	189,900.00	0.00	0.00	1.00	189,900.00	100.00
8 Mulching Type 1 - Hydro	SY	300.00	300.00	787.50	0.00	0.00	350.00	787.50	116.67*



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
9 Seeding Type A	SY	300.00	2.25	325.00	731.25	0.00	0.00	325.00	731.25	108.33
10 Topsoil - Import	CY	25.00	40.00	20.00	800.00	0.00	0.00	20.00	800.00	80.00
11 Sediment Control Log 6" to 8" Dia	LF	50.00	4.00	43.00	172.00	0.00	0.00	43.00	172.00	86.00
25 Relocate lift station control panel to north side of building	LS	1.00	5,480.26	1.00	5,480.26	0.00	0.00	1.00	5,480.26	100.00
27 Extra - StormSewers	LS	1.00	1,643.54	0.00	0.00	1.00	1,643.54	1.00	1,643.54	100.00
28 Extra - StormSewers	LS	1.00	750.00	0.00	0.00	1.00	750.00	1.00	750.00	100.00
<b>Site #1 (STS LS #21) Sub Total</b>				<b>345,871.01</b>		<b>2,393.54</b>		<b>348,264.55</b>		
<b>Site #2 (STS LS #54)</b>										
12 Mobilization	LS	1.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
13 Modify Lift Station	EA	1.00	27,000.00	1.00	27,000.00	0.00	0.00	1.00	27,000.00	100.00
14 Modify Lift Station - Electrical	LS	1.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15 Mulching Type 1 - Hydro	SY	200.00	2.25	0.00	0.00	53.00	119.25	53.00	119.25	26.50
16 Seeding Type A	SY	200.00	2.25	0.00	0.00	53.00	119.25	53.00	119.25	26.50
17 Topsoil - Import	CY	25.00	40.00	0.00	0.00	6.00	240.00	6.00	240.00	24.00
18 Traffic Control - Type 1	LS	1.00	1,200.00	1.00	1,200.00	0.00	0.00	1.00	1,200.00	100.00
19 F&I W-Beam Guardrail	LF	100.00	27.00	100.00	2,700.00	0.00	0.00	100.00	2,700.00	100.00
20 F&I W-Beam Guardrail End Terminal	EA	2.00	3,200.00	2.00	6,400.00	0.00	0.00	2.00	6,400.00	100.00
21 Remove Pavement All Thicknesses All Types	SY	29.00	15.00	27.00	405.00	0.00	0.00	27.00	405.00	93.10
22 F&I Crushed Conc - 9" Thick	SY	29.00	35.00	27.00	945.00	0.00	0.00	27.00	945.00	93.10
23 F&I Pavement 8" Thick Reinf Conc	SY	29.00	125.00	27.00	3,375.00	0.00	0.00	27.00	3,375.00	93.10



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage	
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete (%)	Complete (%)
24 Add guard rail on west side of lift station to protect it from vehicle crashes	LS	1.00	10,560.00	1.00	10,560.00	0.00	0.00	1.00	10,560.00		100.00
26 Extra - StormSewers	LS	1.00	62,725.80	1.00	62,725.80	0.00	0.00	1.00	62,725.80		100.00
29 Extra - StormSewers	LS	1.00	1,571.19	0.00	0.00	1.00	1,571.19	1.00	1,571.19		100.00
30 Extra - StormSewers	LS	1.00	383.90	0.00	0.00	1.00	383.90	1.00	383.90		100.00
31 Extra - StormSewers	LS	1.00	1,548.80	0.00	0.00	1.00	1,548.80	1.00	1,548.80		100.00
32 Extra - StormSewers	LS	1.00	3,200.00	0.00	0.00	1.00	3,200.00	1.00	3,200.00		100.00
<b>Site #2 (STS LS #54) Sub Total</b>				<b>125,310.80</b>	<b>7,182.39</b>	<b>132,493.19</b>					
<b>Summary</b>											
<b>1. Original Contract Amount</b>		\$ 424,725.00									
<b>2. Net Change by Change Order</b>		\$ 87,863.49									
<b>3. Contract Amount To Date</b>		\$ 512,588.49									
<b>4. Total Work Completed to Date</b>		\$ 481,757.74									
<b>5. Retainage @ 0.00 % to Date</b>		\$ 23,445.93									
<b>6. Previous Retainage</b>		\$ 23,445.93									
<b>7. Retainage This Period</b>		\$ 0.00									
<b>8. Liquidated Damages</b>		\$ 0.00									
<b>0.00 Days to Date</b>		\$ 0.00									
<b>0.00 Days to Previous</b>		\$ 0.00									
<b>0.00 Days This Period</b>		\$ 0.00									
<b>9. Material on Hand (Payment)</b>		\$ 126,062.50									



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

10. Material on Hand (Recovery)	\$ 126,062.50
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 481,757.74
13. Previous Payments	\$ 467,492.62
14. Payment Due This Estimate	\$ 14,265.12
15. Amount allowed Pay Estimate # 11 - FINAL	\$ 14,265.12

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	10/31/2019	rhasey	StageInitialized			
Draft	Administrator, Division Head, Project Manager	11/05/2019	rhasey	Complete			
Completed	Administrator, Department Head, Division Head	11/05/2019	rhasey	StageInitialized			

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-19-E1 Type: Negative Final Balancing Change Order #1

Location: Citywide Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/18/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #1 in the amount of \$-32,465.35, bringing the total contract amount to \$1,080,618.20.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-32,465.35.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Asphalt Surface Tech Corp.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-32,465.35, bringing the total contract amount to \$1,080,618.20 to Asphalt Surface Tech Corp.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehab Funds & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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 type="checkbox"/>	<input 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



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Improvement District No: PR-19-E1 Change Order No: 1  
 Project Name: Seal Coat & Incidentals For: Asphalt Surface Tech Corp  
 Date Entered: 10/31/2019

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:**

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

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 (\$)
Section 1	2	F&I Pavement Mix Wear Course Asph	TON	5.00	0.00	5.00	5.00	10.00	315.00	1,575.00
	3	F&I Seal Aggregate A	SY	9,834.00	0.00	9,834.00	0.24	9,834.24	1.15	0.28
	4	F&I Seal Aggregate B	SY	18,910.00	0.00	18,910.00	-0.04	18,909.96	1.31	-0.05
Section 2	5	F&I Seal Oil - CRS-2P	GAL	9,562.00	0.00	9,562.00	-757.48	8,804.52	0.90	-681.73
	6	Paint Epoxy Line 4" Wide	LF	3,750.00	0.00	3,750.00	-431.00	3,319.00	2.05	-883.55
				<b>Section 1 Sub Total (\$)</b>				9.94		
Section 2	9	F&I Seal Aggregate B	SY	13,703.00	0.00	13,703.00	-6,856.07	6,846.93	1.31	-8,981.45
	10	F&I Seal Oil - CRS-2P	GAL	4,933.00	0.00	4,933.00	-2,583.06	2,349.94	0.90	-2,324.75
	11	Paint Epoxy Line 4" Wide	LF	286.00	0.00	286.00	12.00	298.00	2.05	24.60
Section 3	12	Paint Epoxy Line 16" Wide	LF	15.00	0.00	15.00	3.00	18.00	16.75	50.25
					<b>Section 2 Sub Total (\$)</b>				-11,231.36	
Section 3	15	F&I Seal Aggregate B	SY	7,323.00	0.00	7,323.00	-0.39	7,322.61	1.31	-0.51
	16	F&I Seal Oil - CRS-2P	GAL	2,636.00	0.00	2,636.00	-122.81	2,513.19	0.90	-110.53
				<b>Section 3 Sub Total (\$)</b>				-111.04		
Section 4	19	F&I Pavement Mix Wear Course Asph	TON	15.00	0.00	15.00	5.00	20.00	315.00	1,575.00
	20	F&I Seal Aggregate A	SY	73,162.00	0.00	73,162.00	-1,061.62	72,100.38	1.15	-1,220.86
	21	F&I Seal Oil - CRS-2P	GAL	20,485.00	0.00	20,485.00	-2,102.57	18,382.43	0.90	-1,892.31
	22	Paint Epoxy Line 4" Wide	LF	100.00	0.00	100.00	2.00	102.00	2.05	4.10



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Section 4</b>	23	Paint Epoxy Line 16" Wide	LF	11.00	0.00	11.00	-2.00	9.00	16.75	-33.50
	24	Paint Epoxy Line 24" Wide	LF	36.00	0.00	36.00	6.00	42.00	20.00	120.00
<b>Section 5</b>	27	F&I Seal Aggregate B	SY	46,909.00	0.00	46,909.00	203.87	47,112.87	1.31	-1,447.58
	28	F&I Seal Oil - CRS-2P	GAL	16,887.00	0.00	16,887.00	-2,103.35	14,783.65	0.90	-1,893.02
	29	F&I Pavement Mix Wear Course Asph	TON	10.00	0.00	10.00	20.00	30.00	315.00	6,300.00
	30	Paint Epoxy Line 4" Wide	LF	17,602.00	0.00	17,602.00	-353.00	17,249.00	2.05	-723.65
	31	Paint Epoxy Line 8" Wide	LF	2,115.50	0.00	2,115.50	380.50	2,496.00	4.05	1,541.03
	32	Paint Epoxy Line 16" Wide	LF	62.00	0.00	62.00	-1.00	61.00	16.75	-16.75
	33	Paint Epoxy Line 24" Wide	LF	100.00	0.00	100.00	-100.00	0.00	19.22	-1,922.00
	34	Paint Epoxy Message	SF	998.00	0.00	998.00	28.00	1,026.00	20.00	560.00
<b>Section 6</b>	37	F&I Seal Aggregate A	SY	5,529.00	0.00	5,529.00	-0.53	5,528.47	1.15	-0.61
	38	F&I Seal Oil - CRS-2P	GAL	1,548.00	0.00	1,548.00	-138.49	1,409.51	0.90	-124.64
<b>Section 7</b>	41	F&I Seal Aggregate A	SY	145,722.00	0.00	145,722.00	246.00	145,968.00	1.15	282.90
	42	F&I Seal Aggregate B	SY	76,362.00	0.00	76,362.00	-10,743.96	65,618.04	1.31	-14,074.59
	43	F&I Seal Oil - CRS-2P	GAL	68,293.00	0.00	68,293.00	-8,625.22	59,667.78	0.90	-7,762.70
	44	Paint Epoxy Line 4" Wide	LF	5,577.00	0.00	5,577.00	20.00	5,597.00	2.05	41.00
	45	Paint Epoxy Line 8" Wide	LF	405.60	0.00	405.60	44.40	450.00	4.05	179.82
	46	Paint Epoxy Line 16" Wide	LF	85.00	0.00	85.00	-70.00	15.00	16.75	-1,172.50
	47	Paint Epoxy Line 24" Wide	LF	258.00	0.00	258.00	30.00	288.00	19.22	576.60
<b>Section 8</b>	51	F&I Pavement Mix Wear Course Asph	TON	10.00	0.00	10.00	5.00	15.00	315.00	1,575.00
	52	F&I Seal Aggregate A	SY	18,491.00	0.00	18,491.00	34.24	18,525.24	1.15	39.38
	53	F&I Seal Aggregate B	SY	10,468.00	0.00	10,468.00	-79.17	10,388.83	1.31	-103.71
	54	F&I Seal Oil - CRS-2P	GAL	8,946.00	0.00	8,946.00	-657.33	8,288.67	0.90	-591.60
										919.07

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

<b>Section 9</b>	57	F&I Seal Aggregate A	SY	4,829.00	0.00	4,829.00	54.26	4,883.26	1.15	62.40
	58	F&I Seal Oil - CRS-2P	GAL	1,352.00	0.00	1,352.00	-106.98	1,245.02	0.90	-96.28
								<b>Section 9 Sub Total (\$)</b>		<b>-33.88</b>
<b>Section 10</b>	61	F&I Seal Aggregate A	SY	16,610.00	0.00	16,610.00	-0.31	16,609.69	1.15	-0.36
	62	F&I Seal Aggregate B	SY	6,041.00	0.00	6,041.00	29.23	6,070.23	1.31	38.29
	63	F&I Seal Oil - CRS-2P	GAL	6,826.00	0.00	6,826.00	-507.90	6,318.10	0.90	-457.11
								<b>Section 10 Sub Total (\$)</b>		<b>-419.18</b>
<b>Section 11</b>	67	F&I Seal Aggregate A	SY	7,809.00	0.00	7,809.00	-0.34	7,808.66	1.15	-0.39
	68	F&I Seal Oil - CRS-2P	GAL	2,187.00	0.00	2,187.00	-196.14	1,990.86	0.90	-176.53
	69	Paint Epoxy Line 4" Wide	LF	308.00	0.00	308.00	-4.00	304.00	2.05	-8.20
	70	Paint Epoxy Line 8" Wide	LF	77.00	0.00	77.00	-1.00	76.00	4.05	-4.05
								<b>Section 11 Sub Total (\$)</b>		<b>-189.17</b>
<b>Section 12</b>	74	F&I Seal Aggregate A	SY	19,482.00	0.00	19,482.00	-95.46	19,386.54	1.15	-109.78
	75	F&I Seal Aggregate B	SY	12,540.00	0.00	12,540.00	-54.95	12,485.05	1.31	-71.98
	76	F&I Seal Oil - CRS-2P	GAL	9,970.00	0.00	9,970.00	-742.29	9,227.71	0.90	-668.06
	77	Paint Epoxy Line 4" Wide	LF	2,797.00	0.00	2,797.00	172.00	2,969.00	2.05	352.60
								<b>Section 12 Sub Total (\$)</b>		<b>-497.22</b>
<b>Section 13</b>	80	F&I Pavement Mix Wear Course Asph	TON	20.00	0.00	20.00	1.05	21.05	315.00	330.75
	81	F&I Seal Aggregate A	SY	44,201.00	0.00	44,201.00	30.77	44,231.77	1.15	35.39
	82	F&I Seal Aggregate B	SY	9,977.00	0.00	9,977.00	0.09	9,977.09	1.31	0.12
	83	F&I Seal Oil - CRS-2P	GAL	15,968.00	0.00	15,968.00	-1,266.61	14,701.39	0.90	-1,139.95
	84	Paint Epoxy Line 4" Wide	LF	400.00	0.00	400.00	1.00	401.00	2.05	2.05
	85	Paint Epoxy Line 8" Wide	LF	200.00	0.00	200.00	2.00	202.00	4.05	8.10
								<b>Section 13 Sub Total (\$)</b>		<b>-763.55</b>
<b>Section 14</b>	90	F&I Seal Aggregate A	SY	18,432.00	0.00	18,432.00	-0.11	18,431.89	1.15	-0.13
	91	F&I Seal Aggregate B	SY	10,618.00	0.00	10,618.00	-0.87	10,617.13	1.31	-1.14
	92	F&I Seal Oil - CRS-2P	GAL	8,983.00	0.00	8,983.00	-639.77	8,343.23	0.90	-575.79
	93	Paint Epoxy Line 4" Wide	LF	5,235.00	0.00	5,235.00	-115.00	5,120.00	2.05	-235.75

Section 14	LF	Paint Epoxy Line 8" Wide	0.00	185.00	-6.00	179.00	4.05	-24.30
94	LF	Paint Epoxy Line 16" Wide	0.00	27.00	-27.00	0.00	16.75	-452.25
95	SF	Paint Epoxy Message	0.00	149.00	26.50	175.50	20.00	530.00
<b>Section 14 Sub Total (\$)</b>								<b>-759.36</b>

**Summary**

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-32,465.35  
0.00  
1,113,083.55  
1,080,618.19

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
08/02/2019		0.00	0.00	08/02/2019	

**APPROVED**

For Contractor

*Dale R. Strandberg*  
Vice President

APPROVED DATE

Department Head  
*T. Cell*  
Mayor  
11/13/19

Attest

31

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-19-F1 Type: Negative Final Balancing Change Order #2  
 Location: Citywide Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	11/18/2019
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #2 in the amount of \$-219,745.56, bringing the total contract amount to \$1,408,795.54.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-219,745.56.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to FM Asphalt.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-219,745.56, bringing the total contract amount to \$1,408,795.54 to FM Asphalt.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehab Funds & Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	PR-19-F1	<b>Change Order No</b>	2
<b>Project Name</b>	Asphalt Mill & Overlay & Incidentals	<b>For</b>	FM Asphalt LLC
<b>Date Entered</b>	11/7/2019		

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:**

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

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 (\$)	
Section 1	1	Repair Inlet	EA	1.00	0.00	1.00	1.00	-1.00	0.00	475.00	-475.00
	2	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	1.00	-1.00	0.00	825.00	-825.00
	3	Rem & Repl Curb & Gutter	LF	500.00	0.00	500.00	500.00	-337.00	163.00	46.00	-15,502.00
	4	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	0.00	500.00	500.00	-388.00	112.00	8.80	-3,414.40
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	29.00	0.00	29.00	29.00	1.57	30.57	77.00	120.89
	6	Remove Sidewalk All Thicknesses All Types	SY	29.00	0.00	29.00	29.00	1.57	30.57	29.00	45.53
	7	Adjust Driveway - Mud/Sand Jack	SF	300.00	0.00	300.00	300.00	-300.00	0.00	3.10	-930.00
	8	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	0.00	50.00	50.00	-50.00	0.00	88.00	-4,400.00
	10	F&I Aggregate for Asph Pavement FAA 43	TON	380.00	0.00	380.00	380.00	-58.53	321.47	40.00	-2,341.20
	11	F&I Asphalt Cement PG 58-28	GAL	4,837.00	0.00	4,837.00	4,837.00	-985.03	3,851.97	2.30	-2,265.57
	12	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	1.00	-1.00	0.00	1,450.00	-1,450.00
	13	Rem & Repl Pavement 8" Thick Asph	SY	50.00	0.00	50.00	50.00	29.93	79.93	55.00	1,646.15
	14	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	3,179.00	0.00	3,179.00	3,179.00	-62.31	3,116.69	1.80	-112.16
	15	Paint Epoxy Line 4" Wide	LF	394.00	0.00	394.00	394.00	12.00	406.00	3.00	36.00
	16	Paint Epoxy Line 16" Wide	LF	23.00	0.00	23.00	23.00	-3.00	20.00	17.50	-52.50
	18	F&I Grooved Thermoplastic Pavement Marking Message	SF	42.00	0.00	42.00	42.00	2.00	44.00	45.00	90.00



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Section	Item #	Description	LS	0.00	0.00	0.00	0.00	0.00	1.00	1.00	2,909.50	2,909.50	2,909.50
Section 1	156	* remove and replace 7" valley gutter south end of 3rd st n	LS	0.00	0.00	0.00	0.00	0.00	1.00	1.00	2,909.50	2,909.50	2,909.50
	158	* Installed reserved parking sign that was removed during the construction of the sidewalk.	LS	0.00	0.00	0.00	0.00	0.00	1.00	1.00	407.00	407.00	407.00
Section 2	21	Repair Inlet	EA	1.00	0.00	0.00	1.00	0.00	0.00	0.00	475.00	475.00	-26,512.76
	22	Rem & Repl Curb & Gutter	LF	2,000.00	0.00	2,000.00	0.00	0.00	1,155.70	-844.30	44.00	44.00	-37,149.20
	23	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	0.00	1,000.00	0.00	0.00	2,243.00	1,243.00	8.80	8.80	10,938.40
	24	F&I Valley Gutter Reinf Conc	SY	124.00	0.00	124.00	0.00	0.00	112.06	-11.94	85.00	85.00	-1,014.90
	25	Remove Valley Gutter Reinf Conc	SY	124.00	0.00	124.00	0.00	0.00	112.06	-11.94	22.50	22.50	-268.65
	26	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	0.00	1,000.00	0.00	0.00	753.00	-247.00	3.10	3.10	-765.70
	27	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	0.00	0.00	48.10	-51.90	77.00	77.00	-3,996.30
	28	F&I Aggregate for Asph Pavement FAA 43	TON	1,000.00	0.00	1,000.00	0.00	0.00	925.45	-74.55	37.40	37.40	-2,788.17
	29	F&I Asphalt Cement PG 58-28	GAL	12,093.00	0.00	12,093.00	0.00	0.00	11,805.34	-287.66	2.30	2.30	-661.62
	32	Rem & Repl Pavement 8" Thick Asph	SY	100.00	0.00	100.00	0.00	0.00	0.00	-100.00	55.00	55.00	-5,500.00
Section 3	33	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	8,697.00	0.00	8,697.00	0.00	0.00	8,112.00	-585.00	1.60	1.60	-936.00
	34	Sodding	SY	400.00	0.00	400.00	0.00	0.00	146.00	-254.00	18.50	18.50	-4,699.00
	36	Repair Inlet	EA	5.00	0.00	5.00	0.00	0.00	2.00	-3.00	475.00	475.00	-1,425.00
	37	F&I Repair Band 4" thru 12" Dia	EA	2.00	0.00	2.00	0.00	0.00	3.00	1.00	825.00	825.00	825.00
	38	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	0.00	2,000.00	0.00	0.00	2,108.00	108.00	8.80	8.80	950.40
	39	Rem & Repl Curb & Gutter	LF	1,500.00	1,017.00	2,517.00	0.00	0.00	2,516.90	-0.10	45.00	45.00	-4.50
	40	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	0.00	0.00	16.19	-3.81	70.00	70.00	-266.70
	41	F&I Sidewalk 6" Thick Reinf Conc	SY	53.00	0.00	53.00	0.00	0.00	56.45	3.45	85.00	85.00	293.25
42	Remove Sidewalk All Thicknesses All Types	SY	44.00	0.00	44.00	0.00	0.00	59.40	15.40	28.80	28.80	443.52	
43	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	0.00	2,000.00	0.00	0.00	1,584.00	-416.00	3.15	3.15	-1,310.40	
44	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	0.00	0.00	2.38	-97.62	77.00	77.00	-7,516.74	



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Section	Item	Unit	QTY	Rate	Amount	QTY	Rate	Amount	QTY	Rate	Amount	QTY	Rate	Amount
Section 3	45	F&I Det Warn Panels Cast Iron	SF	120.00	0.00	120.00	24.00	144.00	42.00	1,008.00				
	46	F&I Aggregate for Asph Pavement FAA 43	TON	2,900.00	0.00	2,900.00	-96.94	2,803.06	36.50	-3,538.31				
	47	F&I Asphalt Cement PG 58-28	GAL	34,911.00	0.00	34,911.00	127.71	35,038.71	2.30	293.73				
	48	Rem & Repl Casting - Inlet	EA	3.00	0.00	3.00	-3.00	0.00	1,340.00	-4,020.00				
	50	Casting to Grade - no Conc	EA	5.00	0.00	5.00	3.00	8.00	215.00	645.00				
	51	GV Box to Grade - no Conc	EA	8.00	0.00	8.00	3.00	11.00	95.00	285.00				
	52	Rem & Repl Pavement 8" Thick Asph	SY	50.00	0.00	50.00	-50.00	0.00	55.00	-2,750.00				
	54	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	140.00	0.00	140.00	127.30	267.30	1.80	229.14				
	55	Sodding	SY	500.00	0.00	500.00	-265.08	234.92	18.50	-4,903.98				
	56	Paint Epoxy Line 4" Wide	LF	120.00	0.00	120.00	-120.00	0.00	3.00	-360.00				
	57	Paint Epoxy Line 8" Wide	LF	55.00	0.00	55.00	-55.00	0.00	5.70	-313.50				
	159	* sand to protect new seal coat	LS	0.00	0.00	0.00	1.00	1.00	142.00	142.00				
	160	* Replace gate valve covers	LS	0.00	0.00	0.00	1.00	1.00	113.10	113.10				
	161	* raise manhole casting in boulevard	LS	0.00	0.00	0.00	1.00	1.00	660.00	660.00				
	<b>Section 3 Sub Total (\$)</b>												-20,520.99	
	Section 4	59	Repair Inlet	EA	3.00	0.00	3.00	-1.00	2.00	475.00	-475.00			
60		F&I Repair Band 4" thru 12" Dia	EA	2.00	0.00	2.00	-2.00	0.00	825.00	-1,650.00				
61		Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	0.00	1,000.00	716.00	1,716.00	8.80	6,300.80				
62		Rem & Repl Curb & Gutter	LF	1,500.00	0.00	1,500.00	-336.40	1,163.60	45.00	-15,138.00				
63		Rem & Repl Pavement 7" Thick Reinf Conc	SY	34.00	0.00	34.00	-34.00	0.00	69.50	-2,363.00				
64		F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	0.00	10.00	-1.63	8.37	95.00	-154.85				
65		Remove Sidewalk All Thicknesses All Types	SY	10.00	0.00	10.00	-2.30	7.70	29.00	-66.70				
66		Adjust Driveway - Mud/Sand Jack	SF	1,000.00	0.00	1,000.00	-644.00	356.00	3.15	-2,028.60				
67		Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	82.00	-4,100.00				
68		F&I Det Warn Panels Cast Iron	SF	8.00	0.00	8.00	8.00	16.00	42.00	336.00				
69		F&I Aggregate for Asph Pavement FAA 43	TON	1,450.00	0.00	1,450.00	-117.78	1,332.22	36.95	-4,351.97				
<b>Section 4 Sub Total (\$)</b>												-20,520.99		



**CITY OF FARGO  
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Section	Item No	Description	Unit	17,535.00	0.00	17,535.00	-450.06	17,084.94	2.30	-1,035.14	
Section 4	70	F&I Asphalt Cement PG 58-28	GAL	17,535.00	0.00	17,535.00	-450.06	17,084.94	2.30	-1,035.14	
	71	Rem & Repl Casting - Inlet	EA	2.00	0.00	2.00	-2.00	0.00	1,340.00	-2,680.00	
	73	GV Box to Grade - no Conc	EA	7.00	0.00	7.00	2.00	9.00	95.00	190.00	
	74	Rem & Repl Pavement 8" Thick Asph	SY	100.00	0.00	100.00	-53.71	46.29	55.00	-2,954.05	
	76	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	9,612.00	0.00	9,612.00	110.29	9,722.29	1.40	154.41	
	77	Sodding	SY	400.00	0.00	400.00	-251.00	149.00	18.50	-4,643.50	
	<b>Section 4 Sub Total (\$)</b>										
Section 5	79	Repair Inlet	EA	2.00	0.00	2.00	-2.00	0.00	475.00	-950.00	
	80	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	825.00	-825.00	
	81	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	0.00	500.00	128.00	628.00	8.80	1,126.40	
	82	Rem & Repl Curb & Gutter	LF	500.00	0.00	500.00	376.10	876.10	47.00	17,676.70	
	83	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	0.00	10.00	-0.65	9.35	95.00	-61.75	
	84	Remove Sidewalk All Thicknesses All Types	SY	10.00	0.00	10.00	-0.74	9.26	29.00	-21.46	
	85	Adjust Driveway - Mud/Sand Jack	SF	500.00	0.00	500.00	-84.00	416.00	3.15	-264.60	
	86	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	82.00	-4,100.00	
	88	F&I Aggregate for Asph Pavement FAA 43	TON	800.00	0.00	800.00	-75.84	724.16	36.75	-2,787.12	
	89	F&I Asphalt Cement PG 58-28	GAL	9,675.00	0.00	9,675.00	-343.45	9,331.55	2.30	-789.94	
Section 6	90	Rem & Repl Casting - Inlet	EA	2.00	0.00	2.00	-2.00	0.00	1,340.00	-2,680.00	
	91	Rem & Repl Casting - Self Leveling	EA	6.00	0.00	6.00	-1.00	5.00	1,320.00	-1,320.00	
	92	GV Box to Grade - no Conc	EA	2.00	0.00	2.00	1.00	3.00	95.00	95.00	
	93	Rem & Repl Pavement 8" Thick Asph	SY	50.00	0.00	50.00	-50.00	0.00	55.00	-2,750.00	
	95	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	100.00	0.00	100.00	-73.34	26.66	1.60	-117.34	
	96	Sodding	SY	200.00	0.00	200.00	-70.77	129.23	18.50	-1,309.25	
	<b>Section 5 Sub Total (\$)</b>										
	99	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	825.00	8.80	921.65
	100	Adjust Curb & Gutter - Mud/Sand Jack	LF	400.00	0.00	400.00	118.00	518.00	8.80	8.80	-825.00
	<b>Section 6 Sub Total (\$)</b>										
<b>Section 6 Sub Total (\$)</b>											





**CITY OF FARGO  
ENGINEERING DEPARTMENT  
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Section	Item	Unit	QTY	Rate	Amount	Change	Balance	
Section 6	101	Rem & Repl Curb & Gutter	LF	400.00	0.00	400.00	-149.90	
	102	Adjust Driveway - Mud/Sand Jack	SF	800.00	0.00	800.00	-180.00	
	103	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-47.85	
	104	F&I Aggregate for Asph Pavement FAA 43	TON	400.00	0.00	400.00	-72.54	
	105	F&I Asphalt Cement PG 58-28	GAL	4,837.00	0.00	4,837.00	-659.83	
	106	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	-1.00	
	111	Sodding	SY	200.00	0.00	200.00	-191.23	
	<b>Section 6 Sub Total (\$)</b>							
								250.10
								47.50
								-7,120.25
Section 7	114	F&I Repair Band 4" thru 12" Dia	EA	4.00	0.00	4.00	-4.00	
	115	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	0.00	2,000.00	-341.00	
	116	Rem & Repl Curb & Gutter	LF	2,700.00	700.00	2,000.00	80.20	
	117	F&I Sidewalk 4" Thick Reinf Conc	SY	26.00	0.00	26.00	-6.65	
	118	F&I Sidewalk 6" Thick Reinf Conc	SY	45.00	0.00	45.00	24.89	
	119	Remove Sidewalk All Thicknesses All Types	SY	46.00	0.00	46.00	13.03	
	120	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-100.00	
	121	F&I Det Warn Panels Cast Iron	SF	88.00	0.00	88.00	24.00	
	122	F&I Aggregate for Asph Pavement FAA 43	TON	1,860.00	0.00	1,860.00	-227.47	
	123	F&I Asphalt Cement PG 58-28	GAL	22,493.00	0.00	22,493.00	-2,069.91	
	124	Rem & Repl Casting - Inlet	EA	3.00	0.00	3.00	-3.00	
	125	Rem & Repl Casting - Std Manhole	EA	1.00	0.00	1.00	-1.00	
	126	Casting to Grade - no Conc	EA	22.00	0.00	22.00	-4.00	
	127	GV Box to Grade - no Conc	EA	8.00	0.00	8.00	2.00	
	128	Rem & Repl Pavement 8" Thick Asph	SY	100.00	0.00	100.00	-100.00	
	129	Mill / Grind Asphalt Pymt Along Curb	LF	8,533.00	0.00	8,533.00	31.00	
	130	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	680.00	0.00	680.00	-64.16	
	131	Sodding	SY	400.00	0.00	400.00	-141.50	
	<b>Section 7 Sub Total (\$)</b>							
								258.50
							18.50	
							-2,617.75	



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Section 7	155	* adjust driveways	LS	0.00	0.00	0.00	0.00	1.00	1.00	2,664.90	2,664.90
	162	* raise manhole casting in boulevard and landscape boulevard.	LS	0.00	0.00	0.00	0.00	1.00	1.00	710.00	710.00
<b>Section 8</b>	133	Repair Inlet	EA	1.00	0.00	1.00	0.00	3.00	4.00	475.00	1,425.00
	135	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	0.00	500.00	0.00	-77.00	423.00	8.80	-677.60
	136	Rem & Repl Curb & Gutter	LF	1,000.00	0.00	1,000.00	0.00	-476.70	523.30	46.00	-21,928.20
	137	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	0.00	10.00	0.00	18.45	28.45	95.00	1,752.75
	138	Remove Sidewalk All Thicknesses All Types	SY	10.00	0.00	10.00	0.00	15.73	25.73	29.00	456.17
	139	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	0.00	100.00	0.00	-100.00	0.00	84.50	-8,450.00
	140	F&I Det Warn Panels Cast Iron	SF	16.00	0.00	16.00	0.00	24.00	40.00	42.00	1,008.00
	141	F&I Aggregate for Asph Pavement FAA 43	TON	1,100.00	0.00	1,100.00	0.00	-80.67	1,019.33	37.30	-3,008.99
	142	F&I Asphalt Cement PG 58-34	GAL	13,302.00	0.00	13,302.00	0.00	-867.11	12,434.89	2.85	-2,471.26
	143	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	0.00	-1.00	0.00	1,340.00	-1,340.00
	146	Rem & Repl Pavement 9" Thick Asph	SY	100.00	0.00	100.00	0.00	-46.14	53.86	64.00	-2,952.96
	147	Mill / Grind Asphalt Pvrmt Along Curb	LF	1,660.00	0.00	1,660.00	0.00	-60.00	1,600.00	1.50	-90.00
	148	Mill / Grind Asphalt Pvrmt 1" to 2" Thick	SY	5,432.00	0.00	5,432.00	0.00	258.21	5,690.21	1.60	413.14
	149	Sodding	SY	300.00	0.00	300.00	0.00	-221.65	78.35	18.50	-4,100.53
	150	Paint Epoxy Line 4" Wide	LF	3,008.00	0.00	3,008.00	0.00	-22.00	2,986.00	2.80	-61.60
	151	Paint Epoxy Line 8" Wide	LF	146.00	0.00	146.00	0.00	2.50	148.50	5.85	14.13
	154	* adjust driveway	LS	0.00	0.00	0.00	0.00	1.00	1.00	179.80	179.80
	157	* Repair top of concrete barrel for sanitary manholes	LS	0.00	0.00	0.00	0.00	1.00	1.00	162.00	162.00
		<b>Section 7 Sub Total (\$)</b>									
		<b>Section 8 Sub Total (\$)</b>									
		<b>Grand Total (\$)</b>									

\* NC Items

**Summary**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Source Of Funding

Net Amount Change Order # 2 (\$) -219,745.56  
 Previous Change Orders (\$) 76,915.00  
 Original Contract Amount (\$) 1,551,626.10  
 Total Contract Amount (\$) 1,408,795.54

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

CONTRACT TIME

Description	Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
	08/10/2019	08/27/2019	0.00	0.00	09/10/2019	09/27/2019

APPROVED

For Contractor  
 Title

*Michael J. ...*  
 President

APPROVED DATE

Department Head  
 Mayor *J. Coe* 11/13/19

Attest