

FARGO CITY COMMISSION AGENDA  
Monday, February 10, 2020 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, January 27, 2020).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Lease Agreement with Interstate Parking.
- 2. Consent and Subordination to First Amendment to Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts.
- 3. Applications for Games of Chance:
  - a. Lake Agassiz Girls Choir dba Fargo Moorhead Youth Choir for a raffle on 5/3/20 (amended).
  - b. FM Derby Girls for a raffle on 3/14/20.
  - c. NDSU Agronomy Club for a raffle on 4/21/20.
  - d. Red River Valley Figure Skating Club for a raffle on 3/15/20.
  - e. Landon Lizakowski Benefit for a raffle and raffle board on 2/23/20; Public Spirited Resolution.
  - f. Knights of Columbus 6570 for a calendar raffle from 4/1/20 to 4/30/20.
- 4. Agreement with Sydney Quinlan.
- 5. Purchase Agreement with Edward E. and Carol A. Schmidt for property located at 139 South Terrace North (Project No. FM-19-F).
- 6. Authorize the Engineering Department to complete the final design on the recommended alignments, as presented, and to complete the necessary full and partial property acquisitions presented for Project Nos. FM-19-A, FM-19-B, FM-19-C and FM-19-E.
- 7. Bid advertisement for Project No. SR-20-B.
- 8. Bid award for the Newman Outdoor Field Reroofing Project (AFB20009).
- 9. Receive the GFOA Certificate of Achievement for Excellence in Financial Reporting award for the year ending 12/31/18.
- 10. Bid award for Fire Department uniforms (RFP20008).
- 11. Contract Agreement for Services with Brennan Forward.

- Page 12. Purchase of Service Agreement – Restricted Funding with the ND Department of Health for HIV.HCV Counseling, Testing and Referral (CFDA #93.940).
13. Notice of Grant Award – Restricted Funding from the ND Department of Health for increasing TB infection identification and treatment (CFDA #93.116).
  14. Compensation adjustments for the Municipal Airport Authority's Executive Director as presented.
  15. Benefit Plan Agreement with Blue Cross Blue Shield of ND.
  16. Sole Source Procurement with Ring Power Corporation for the purchase of a NIJ Level IV Armored Critical Incident Vehicle (SSP20040).
  17. Bid award for 2020 forestry services (RFP Nos.18090, 17025, 19008 and 19038).
  18. Bid awards for Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts and Miscellaneous Street Materials (RFP20013).
  19. Bid award for the purchase of one chipper truck (RFP20023).
  20. Bid award for the purchase of one landfill compactor (RFP20018).
  21. Bid award for Architectural Consulting Services related to the design and construction of a landfill scale facility, equipment maintenance and storage facility (RFP20005).
  22. Solid Waste Management Agreement for Private Haulers in the City of Fargo with Red River Removal and Delivery, LLC.
  23. Bills.
  24. Memorandum of Offer to Landowner for the purchase of a permanent easement from Perry Real Estate Fargo South, LLC (Improvement District No. BN-19-A1).
  25. Change Order No. 5 for a time extension to 4/15/20 for Improvement District No. BN-19-J1.
  26. Contract Amendment No. 3 with KLJ in the amount of \$15,500.00 for Improvement District No. PN-19-A0.
  27. Create Improvement District No. BR-20-B.

**REGULAR AGENDA:**

28. Video of the 2020 State of the City of Fargo.
29. Presentation on the Fargo Safe Routes to School Plan.
  - a. Resolution of Adoption for the City of Fargo Safe Routes to School Plan.
30. Public Hearings - 5:15 pm:
  - a. CONTINUE to 2/24/20 - Alley Vacation of the alley between Lot 12, Block 26 and a part of Lot 7 and all of Lots 8-12, Block 25, Roberts Second Addition (1001 NP Avenue North and 28 10th Street North); approval recommended by the Planning Commission on 7/2/19; continued from the 8/12/19, 8/26/19, 10/21/19, 11/18/19, 12/16/19 and 1/27/20 Regular Meetings.

- b. Application filed by Fargo New Horizons LLLP for a payment in lieu of tax exemption (PILOT) for a project located at 2525 Broadway North which the applicant will use in the operation of a 97 unit low income housing apartment project in partnership with the Fargo Housing and Redevelopment Authority.
- 31. Applications for property tax exemptions for improvements made to buildings:
  - a. Janie Kuniek, 1809 30th Avenue South (3 year).
  - b. Gerard W. Kottenbrock and Cathy L. Manderscheid, 2105 32nd Avenue South (3 year).
  - c. Erik Stewart, 321 23rd Avenue North (5 year).
  - d. Andrew P. and Jenna L. Klein, 85 18th Avenue North (5 year).
  - e. Erik M. and Nicole Stewart, 1213 4th Street North (5 year).
  - f. Alice and Keith Carr, 1205 3rd Street North (5 year).
- 32. Recommendation to approve the precinct locations for the 2020 elections.
- 33. Bid award for Utility Billing Software (RFP19101).
- 34. Receive and file the Performing Arts Taskforce final report and discussion on the next steps for the project.
- 35. Commissioner Gehrig would like to discuss the fine structure for Fargo.
- 36. Letter from the City Attorney, on behalf of Commissioner Gehrig, proposing Ordinance amendments as may be needed to allow windmills/wind turbines as an accessory use in single-family and/or multi-family zoning.

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).



February 10, 2020

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, Assistant City Administrator**  
**Re: City of Fargo/Interstate Parking Lease Agreement – Civic Center Offices**

City staff has identified Interstate Parking as a prospective tenant to lease a portion (400 square feet) of the former City Commission/Administration Office in the Fargo Civic Center. The proposed lease agreement is for a one-year term, with an option for a six-month extension. The City Attorney's Office and City staff have developed a draft lease agreement, a copy of which is attached for the City Commission's consideration and approval.

The salient business points of the Interstate Parking lease agreement include:

- **Term:** One-year lease agreement commencing March 1, 2020, with an option for a six-month extension.
- **Rent:** Annual rent of \$1,400.04 (\$116.67 monthly). Rent will be inclusive of common area maintenance expenses, and no additional CAM charge will be collected.
- **Parking:** Parking to be available in the former Police Department surface parking lot located at 222 4<sup>th</sup> St. N.
- **Insurance:** Public liability and casualty insurance to be maintained for the premises by the Lessee and Lessor, respectively.
- **Shared Office Space:** Interstate consents to the City's adjacent lease of office space to the Metro Flood Diversion Authority (MFDA). MFDA and Interstate agree to share access to restroom facilities and a supply room within the former City Commission/Administration Office.
- **Subletting:** Interstate may not sublet the premises to other entities.

**Recommended Action:** Approve the proposed City of Fargo/Interstate Parking lease agreement.

**Attachment:** Draft Lease Agreement – City of Fargo/Interstate Parking



**LEASE AGREEMENT**  
**CITY OF FARGO/INTERSTATE PARKING**

THIS LEASE AGREEMENT (the "Lease") is made and entered into effective the 1st day of January, 2020, by and between CITY OF FARGO, a North Dakota municipal corporation (hereinafter the "City") and INTERSTATE PARKING \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter the "INTERSTATE PARKING").

**RECITALS:**

- A. City is the owner of real property and a building located on City-owned property commonly referred to as the Civic Memorial Auditorium, the second floor of which building is configured as office space. City desires to lease approximately 400 square feet, not including common area, on the second floor of the building to INTERSTATE PARKING.
- B. INTERSTATE PARKING desires to lease the subject property for use as offices.
- C. City desires to lease the space to INTERSTATE PARKING for that use.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

**ARTICLE I**  
**Premises and Terms**

**Section 1.1. Leased Premises.**

City does hereby lease unto INTERSTATE PARKING the following premises:

Four Hundred square feet (400 s.f.) of space on the second floor of the Civic Memorial Auditorium building located in the 200 block of 4<sup>th</sup> Street North, in Fargo, North Dakota [the "Demised Premises" or the "subject property"]. A copy of the floor plan outlining INTERSTATE PARKING's leased space, denoted as

“Suite A”, is attached to this agreement as Exhibit “A” and is incorporated by reference hereto.

The parties recognize that

**Section 1.2. Use of Premises.**

The premises shall be used and occupied by INTERSTATE PARKING as office spaces and for related purposes.

**Section 1.3. Term of Lease, Option to Extend.**

1.3.1. This Lease shall be for a term of one (1) year commencing on March 1, 2020 and ending on February 28, 2021.

1.3.2. This lease shall be extended at the option of INTERSTATE PARKING for one (1) additional term of six months upon written notice to CITY by INTERSTATE PARKING delivered on or before September 1, 2020. References herein to “this Lease” or “this Agreement” shall be deemed to include any such extensions.

**ARTICLE II**

**Rent and Common Area Maintenance Charges**

**Section 2.1. Rent.**

INTERSTATE PARKING shall pay in advance monthly rent in the sum of \$116.67, said sum including an allocation for common area maintenance, payable on the 1<sup>st</sup> of each month commencing with March 1, 2020, throughout the term of this lease and including the six-month option period, if exercised by INTERSTATE PARKING. INTERSTATE PARKING may pre-pay rent at any time.

**ARTICLE III**

**Improvements, Conditions and Maintenance  
of the Demised Premises**

**Section 3.1. Care and Repair of the Demised Premises.**

3.1.1. CITY maintenance. Subject to the CITY’s right to terminate the lease rather than undertake repairs, CITY, at its sole expense, shall make all repairs to the structure, including the roof, of the Demised Premises (except those caused by the negligence of INTERSTATE PARKING or by an intentional act of INTERSTATE PARKING). However, CITY shall not be required to make any repairs if INTERSTATE PARKING is obligated to make them under paragraph 3.2.1 below. INTERSTATE PARKING shall promptly notify CITY of the

necessity of any repairs of which INTERSTATE PARKING has knowledge and for which CITY may be responsible under this section.

CITY shall be responsible for maintenance of the exterior of the building and common area, including all electric wiring and plumbing serving the common area at CITY's expense.

3.1.2. INTERSTATE PARKING maintenance. INTERSTATE PARKING shall take good care of the Demised Premises, and, shall be responsible for the cost of all repairs to electric wiring, plumbing, heating and air-conditioning facilities and the fixtures, equipment and appurtenances therein except those repairs required to be made by CITY under paragraph 3.1.1, above. As to such repairs made to the building as a whole, INTERSTATE PARKING shall proportionately share the responsibility for such cost with other tenants of the Building. INTERSTATE PARKING shall be responsible for the cost of all repairs to the Demised Premises when needed to preserve them in good working order and condition. All damage to the structure and/or roof of the Demised Premises caused by the negligence of INTERSTATE PARKING or by an intentional act of INTERSTATE PARKING shall be the responsibility of INTERSTATE PARKING. All damage or injury to the Demised Premises and its fixtures, glass, appurtenances, and equipment or to the Building or its fixtures, glass, appurtenances, and equipment caused by INTERSTATE PARKING moving property in or out of the Building or by installation or removal of furniture, fixtures, or other property, be repaired, restored, or replaced promptly by INTERSTATE PARKING to the reasonable satisfaction of CITY at INTERSTATE PARKING's expense. All repairs and restorations or replacement required in connection therewith shall be of quality and class at least equal to the original work or installations and done in a good and workmanlike manner.

3.1.3. Unless approved in writing otherwise, CITY shall perform all repairs to the Demised Premises. CITY shall make such repairs in a timely manner.

## **Section 3.2 Services and Equipment**

3.2.1 CITY services. So long as INTERSTATE PARKING is not in default under any provision of this Lease, CITY, at its expense, shall

3.2.1.1 Provide non-exclusive access to the copy-room, with kitchen amenities, located adjacent to the demised premises, said access shared with other adjacent or

nearby tenants of the CITY, including the Metro Flood Diversion Authority and Downtown Community Partnership.

3.2.1.2. Provide standard cleaning services for the Common Areas of the Building, except on Saturdays, Sundays and holidays, similar to first class office buildings in the area.

3.2.2 INTERSTATE PARKING services and expenses. INTERSTATE PARKING shall be responsible for all cleaning of the demised premises, including the cost thereof.

### **Section 3.3. Alterations, Installation, Fixtures.**

Except as hereinafter provided, INTERSTATE PARKING shall not make any alterations, additions or improvements in or to the demised premises or add, disturb or in any way change the plumbing or wiring therein [hereinafter referred to as "alterations"] without the prior written consent of the CITY. Any such approved alterations to the demised premises shall be made by, or under the control of, CITY unless otherwise approved. Plans for the same must be submitted to CITY for approval at least ten (10) days prior to the proposed date for starting these alterations. In the event alterations are required by any governmental agency by reason of the use and occupancy of the demised premises by INTERSTATE PARKING (including alterations, additions, or changes required for compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213, as amended (including administrative, judicial, and legislative interpretations, rulings, and clarifications relating thereto)), INTERSTATE PARKING shall make such alterations at its own cost and expense after first obtaining CITY's written approval of plans and specifications therefor and furnishing such indemnification as CITY may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by INTERSTATE PARKING must be built in compliance with all laws, ordinances and governmental regulations affecting the premises and INTERSTATE PARKING shall warrant to CITY that all such alterations, additions or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations and insurance requirements. Construction of such alterations or additions shall be commenced only upon INTERSTATE PARKING obtaining and exhibiting to CITY the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the demised premises by INTERSTATE PARKING shall at once become the property of CITY and shall be surrendered to CITY upon the termination of this Lease; provided, however, this clause shall not apply to the movable equipment or furniture owned by INTERSTATE PARKING which may be removed by INTERSTATE PARKING at the end of the term of this Lease if INTERSTATE PARKING is not then in default.

### **Section 3.4. Signs.**

No sign, lettering, picture, notice or advertisement installed on or in any part of the premises and visible from the exterior of the subject property shall be allowed. Any sign, lettering, picture, notice or advertisement installed on or in any part of the premises or visible from the exterior of the demised premises shall be approved by CITY in writing prior to installation and shall be installed at INTERSTATE PARKING's sole cost and expense. Any signs shall be maintained by INTERSTATE PARKING at INTERSTATE PARKING's sole expense and shall be anchored to and removed from

the building without causing any damage to the same and in a manner approved in writing by CITY. In the event of a violation of the foregoing by INTERSTATE PARKING, CITY may remove the violation without any liability and may charge the expense incurred by such removal to INTERSTATE PARKING. At the termination or expiration of this Lease, INTERSTATE PARKING shall cause removal of all of its signs at its expense and shall repair any damage caused by the removal of the signs if requested to do so by CITY.

**Section 3.5. Surrender of Premises.**

At the end of the term of this Lease and any renewals and extensions thereof, INTERSTATE PARKING shall surrender the demised premises to lessor in clean condition and in as good a condition as at the completion of the initial construction and remodeling of the demised premises at the start of the Lease, reasonable wear and tear excepted.

**Section 3.6. Parking.**

INTERSTATE PARKING's officers, employees and agents will be able to use the CITY-owned parking lot located adjacent to, and south and west of, the former police headquarters building, located at 222 4th Street North, recognizing that said parking lot will also be made available for use by one or more other tenants of the CITY, including Interstate Parking Company of North Dakota, LLC. In addition, INTERSTATE PARKING shall also have reasonable use of available parking spaces in the City Hall public parking lot located west of, and adjacent to, City Hall for incidental parking for such things as meetings and other short-term periods.

**Section 3.7. Access to Demised Premises—City Lease with Diversion Authority.**

INTERSTATE PARKING acknowledges and consents to the CITY lease of 2800 square feet, more or less, of office space adjacent to the demised premises (the former city administrative offices) to the Metro Flood Diversion Authority (the "Diversion Authority"). INTERSTATE PARKING acknowledges that it must obtain access to the demised premises by way of the same entrance used by the Diversion Authority to its leasehold premises and that Interstate Parking employees, agents, invitees and guests will also share access to the restroom facilities located within the Diversion Authority's leasehold premises in the demised premises and INTERSTATE PARKING will have shared access to the copy room (with limited kitchen amenities) adjacent to the demised premises. INTERSTATE PARKING acknowledges that the Diversion Authority has agreed to accommodate said shared access and use, as described, and to work with Interstate Parking to agree upon suitable

arrangements for such shared access and use and, in turn, INTERSTATE PARKING agrees to work with the Diversion Authority to agree upon suitable arrangements for such shared access and use.

#### **ARTICLE IV Taxes**

##### **Section 4.1. Real Estate Taxes.**

CITY shall be responsible for payment of real estate taxes and installments of special assessments against the property which have been certified for collection during the term of this Lease, if any.

#### **ARTICLE V Utilities**

##### **Section 5.1. City's Obligation for Utilities.**

City shall provide the means and conduits to supply electricity to the premises. City shall not be liable for and INTERSTATE PARKING shall not be entitled to, any abatement or reduction of rent by reason of City's failure to furnish any of the foregoing utilities and services when such failure is caused by or results in casualties, riots, strikes, picketing, accidents, breakdowns or any other cause beyond City's reasonable control.

City shall pay, when due, all charges for utilities attributable to the premises, including heat, air conditioning, water, sewer, garbage and/or other utility charges or energy sources furnished to the demised premises during the term of this Lease, or any renewal or extension thereof.

#### **ARTICLE VI City's Access to the Demised Premises**

##### **Section 6.1. City's Access to Demised Premises.**

The INTERSTATE PARKING agrees to permit the City and the authorized representatives of the City to enter the demised premises at all times during usual business hours for the purpose of inspection of the same and making any necessary repairs to the demised premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body that the City may deem necessary to prevent waste or deterioration in connection with the demised premises. Nothing herein shall imply any duty upon the part of the City to do any such work which, under any provision of this Lease, INTERSTATE PARKING may be required to perform and the performance thereof by the City shall not constitute a waiver of INTERSTATE PARKING's default in failing to perform the same. The City may, during the progress of any work in the demised premises, keep and store upon the demised premises the necessary materials, tools and equipment. The City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of INTERSTATE PARKING by reason of making repairs or the performance of any work in the demised premises or on account of bringing materials, supplies and equipment into or through the

demised premises during the course thereof and the obligations of INTERSTATE PARKING under this Lease shall not thereby be affected in any manner whatsoever.

City reserves the right to enter upon the demised premises at any time in the event of an emergency and at reasonable hours to exhibit the demised premises to prospective purchasers or others; and to exhibit the demised premises to prospective lessees and to display "for rent" or similar signs on the exterior of the Building or upon the grounds of the Subject Property during the term of this Lease, all without hindrance or molestation by INTERSTATE PARKING.

## **ARTICLE VIII**

### **Damage or Destruction of Leased Premises**

#### **Section 7.1. Total or Partial Destruction.**

In the event of any damage or destruction to the premises by fire or other cause during the term hereof, then City shall have the option of either repairing such damage or terminating the Lease, in City's sole discretion, effective immediately upon written notice to INTERSTATE PARKING.

## **ARTICLE VIII**

[This article intentionally omitted.]

## **ARTICLE IX**

### **Insurance, Liability and Indemnity**

#### **Section 9.1. Public Liability Insurance.**

INTERSTATE PARKING shall, during the term hereof, keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the demised premises and the business of INTERSTATE PARKING, on terms and with companies approved in writing by City, in which both INTERSTATE PARKING and City shall be covered by being named as insured parties under a general commercial liability policy with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to City prior to cancellation thereof. INTERSTATE PARKING shall furnish evidence satisfactory to City at the time this Lease is executed that such coverage is in full force and effect.

As to the common areas, City shall, during the term hereof, keep in full force and effect at its expense a general commercial liability policy or policies with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to INTERSTATE PARKING prior to cancellation thereof. City shall furnish evidence satisfactory to INTERSTATE PARKING at the time this Lease is executed that such coverage is in full force and effect.

#### **Section 9.2. Casualty Insurance.**

9.2.1 City shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance or equivalent casualty coverage with North Dakota State Fire and Tornado Fund insuring the building against loss or damage by fire, explosion or other insurable hazards,

provided that City shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which INTERSTATE PARKING may bring upon the demised premises or any additional improvements which INTERSTATE PARKING may construct or install on the demised premises.

- 9.2.2 INTERSTATE PARKING shall not carry any stock of goods or do anything in or about the demised premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.
- 9.2.3 City hereby waives and releases all claims, liabilities and causes of action against INTERSTATE PARKING and its agents, servants and employees for loss or damage to, or destruction of, the premises or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, INTERSTATE PARKING hereby waives and releases all claims, liabilities and causes of action against City and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other property, whether that of INTERSTATE PARKING or of others in, upon or about the premises resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not the City's and INTERSTATE PARKING's insurers shall consent thereto.
- 9.2.4 In the event that the particular use(s) of the demised premises by INTERSTATE PARKING causes an increase or additional charge in the premium rate for insurance carried by City on the improvements of which the demised premises are a part, which increase or additional charge is specifically related to the particular use(s) by INTERSTATE PARKING, INTERSTATE PARKING shall be responsible for reimbursement to City for the amount of such premium increase or additional charge. If INTERSTATE PARKING installs any electrical equipment that overloads the power lines to the building or its wiring, INTERSTATE PARKING shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and government authorities having jurisdiction.

### **Section 9.3. Covenant to Hold Harmless.**

Unless the liability for damage or loss is caused by the negligence of City, its agents or employees, INTERSTATE PARKING shall hold harmless City from any liability for damages to any person or property in or upon the demised premises, including the person and property of INTERSTATE PARKING and its employees and all persons in the building at its or their invitation or sufferance, and from all damages resulting from INTERSTATE PARKING's failure to perform the covenants of this Lease. All property kept, maintained or stored on the demised premises shall be so kept, maintained or stored at the sole risk of INTERSTATE PARKING, INTERSTATE PARKING agrees to pay all sums of money in respect of any labor, service, materials, supplies or equipment furnished or alleged to have been furnished to INTERSTATE PARKING in or about the premises, and not furnished on order of City, which may be secured by any mechanic's, materialmen's or other



lien to be discharged at the time performance of any obligation secured thereby matures, provided that INTERSTATE PARKING may contest such lien, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event, INTERSTATE PARKING shall forthwith pay and discharge said judgment. City shall have the right to post and maintain on the demised premises, notice of non-responsibility under the laws of the State of North Dakota.

#### **Section 9.4. Non-Liability of City.**

Subject to the terms and conditions of Article X hereof, to the extent any claim exceeds insurance coverage maintained by the City, City shall not be liable for any damage to property of INTERSTATE PARKING or of others located on the premises, nor for the loss or damage to any property of INTERSTATE PARKING or of others by theft or otherwise; nor shall City be liable for any injury or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. To the extent any claim exceeds insurance coverage maintained by the City, City shall not be liable for any personal injury resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. City shall not be liable for any such damage caused by other INTERSTATE PARKING's or persons in the premises, occupants of adjacent property, of the building, or the public or caused by operations in construction of any private, public, or quasi-public work. City shall not be liable for any latent defect in the demised premises. All property of INTERSTATE PARKING kept or stored on the demised premises shall be so kept or stored at the risk of INTERSTATE PARKING only and INTERSTATE PARKING shall hold City harmless from any claims arising out of damage to the same, including subrogation claims by INTERSTATE PARKING's insurance. This waiver shall not apply to any such loss resulting from (a) City's failure to make a reasonable effort to repair a defect City is obligated to repair under this Lease, within a reasonable time after City receives notice from INTERSTATE PARKING of any defect which creates a substantial likelihood of damages to the Premises or persons or property located therein; (b) intentional misconduct or gross negligence of City; (c) loss or damage arising out of City's negligence in making alterations or repairs to the Premises; or (d) claims brought by third parties other than subsidiaries or affiliates of INTERSTATE PARKING.

#### **Section 9.5. Waiver of Subrogation.**

The City and INTERSTATE PARKING mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with the property on or activities conducted on the

leased property regardless of the cause of damage or loss, unless such release or discharge voids insurance coverage or causes a loss or decrease in insurance coverage.

## **ARTICLE X**

### **Assignment or Subletting**

#### **Section 10.1. Assignment or Subletting.**

INTERSTATE PARKING agrees to use and occupy the demised premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to transfer or assign this Lease or sublet said demised premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior consent of City in each instance.

#### **Section 10.2. Successors and Assigns.**

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and authorized assigns of the parties hereto.

## **ARTICLE XI**

### **Default and Overdue Payments of INTERSTATE PARKING**

#### **Section 11.1.**

11.1.1 In the event of any failure of INTERSTATE PARKING to pay any rental due hereunder within ten days after the same shall be due, or any failure to perform any other of the term, condition or covenant of this Lease to be observed or performed by INTERSTATE PARKING for more than 30 days after written notice of such failure shall have been given to INTERSTATE PARKING, or if INTERSTATE PARKING or an agent of INTERSTATE PARKING shall falsify any report required to be furnished to City pursuant to the terms of this Lease, or if INTERSTATE PARKING or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against INTERSTATE PARKING or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of INTERSTATE PARKING's or any such guarantor's property, or if INTERSTATE PARKING or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if INTERSTATE PARKING shall abandon the demised premises or suffer this Lease to be taken under any writ of execution, then in any such event INTERSTATE PARKING shall be in default hereunder, and City, in addition to other rights of remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of INTERSTATE PARKING, all without service of notice or resort to legal

process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

- 11.1.2 Should City elect to reenter the demised premises, as herein provided, or should it take possession of the demised premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the demised premises, and relet the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as City in its sole discretion may deem advisable. Upon each subletting all rentals received by the City from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from INTERSTATE PARKING to City; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by City and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by INTERSTATE PARKING hereunder, INTERSTATE PARKING, upon demand shall pay any such deficiency to City. No such reentry or taking possession of the demised premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to INTERSTATE PARKING or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, City may at any time after such reentry and reletting elect to terminate this Lease for such previous breach. Should City at any time terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from INTERSTATE PARKING all damages it may incur by reason of such breach, including the cost of recovering the demised premises, reasonable attorneys' fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from INTERSTATE PARKING to City.
- 11.1.3 City may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is reasonably necessary to cure any default of INTERSTATE PARKING herein and the amount so spent, and costs incurred, including attorneys' fees in curing such default, shall be paid by INTERSTATE PARKING, as additional rent, upon demand.
- 11.1.4 In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party in the suit shall be entitled to recover reasonable attorney's fees and costs incurred as a result of the litigation in addition to any amounts recoverable under this Lease. The prevailing party in the suit shall be entitled to recover interest on all damages, other

than such reasonable attorney's fees and costs awarded by the court, in an amount determined by the court, and not by a jury. All damages, including such reasonable attorney's fees and costs awarded by the court, shall accrue interest at the then current legal rate for interest on judgments under North Dakota (not North Dakota) law from the date of entry of judgment.

11.1.5 Lessee waives any demand for possession of the demised premises, and any demand for payment of rent and any notice of intent to reenter the demised premises, or of intent to terminate this Lease, other than the notices above provided in this Article, and waives any and every other notice or demand prescribed by any applicable statutes or laws.

11.1.6 No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to City or INTERSTATE PARKING shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

#### **Section 11.2. Overdue Payments.**

All monies due under this Lease from INTERSTATE PARKING to City shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 12% per annum until paid; but in no event shall said rate of interest exceed the maximum rate of interest set by state or federal usury law.

### **ARTICLE XII Certificate of Estoppel and Subordination**

#### **Section 12.1. Certificate of Estoppel.**

The INTERSTATE PARKING agrees at any time and from time to time upon not less than 10 days prior written request by the City to execute, acknowledge and deliver to the City a statement in writing certifying that this Lease is unmodified and in full force and effect, or if modified, in full force and effect, and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgage or assignee of any mortgagee upon the fee of the demised premises.

#### **Section 12.2. Subordination.**

Upon request of City, INTERSTATE PARKING will subordinate this Lease and its rights hereunder to the lien of any mortgage, trust deed or other instrument resulting from any method of finance and refinancing, now or hereafter in force against the land and buildings which constitute the premises, and to all advances made or hereafter to be made upon the security thereof, provided, however, that such mortgage or instrument of finance will agree that, in the event any action is taken to foreclose the lien of the mortgage, this Lease and all rights of INTERSTATE PARKING under its terms to use and quiet possession of the premises shall not be disturbed and shall continue in full force

and effect so long as INTERSTATE PARKING shall faithfully discharge each and every obligation on its part to be kept and performed under the terms of this Lease.

**Section 12.3. Event of Sale.**

In the event of the sale of the demised premises, City shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of City herein. Notwithstanding the foregoing provisions of this section, City, in the event of a sale of the demised premises, shall cause to be included in the agreement of purchase and sale a covenant whereby the purchaser of the demised premises assumes and agrees to carry out all of the covenants and obligations of City herein.

**ARTICLE XIII**

**Surrender, Holding Over and Abandonment**

**Section 13.1. Surrender.**

On the expiration date or upon the termination hereof upon a day other than the expiration date, INTERSTATE PARKING shall peaceably surrender the demised premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the expiration date or upon termination of this Lease on a day other than the expiration date, INTERSTATE PARKING shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the demised premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by INTERSTATE PARKING and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by City or INTERSTATE PARKING upon the demised premises and all floor covering so installed shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. Upon request by INTERSTATE PARKING, City and INTERSTATE PARKING shall identify and designate such fixtures as "trade fixtures" from time to time, as such trade fixtures are installed which designation by City shall not be unreasonably withheld. If the demised premises are not surrendered on the expiration date or the date of termination, INTERSTATE PARKING shall indemnify City against loss or liability, claims, without limitation, made by any succeeding INTERSTATE PARKING founded on such delay. INTERSTATE PARKING shall promptly surrender all keys for the demised premises to City at the place then fixed for payment of rent and shall inform City of combinations of any locks and safes on the demised premises.

**Section 13.2. Holding Over.**

In the event INTERSTATE PARKING remains in possession of the demised premises after the expiration date of this Lease and without the execution of a new lease, it shall be deemed to be occupying the demised premises as a INTERSTATE PARKING from month to month at a rate equal

to the applicable monthly rate at the end of this Lease, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

**Section 13.3. Abandonment.**

In the event INTERSTATE PARKING shall remove its fixtures, equipment or machinery or shall vacate the demised premises or any part thereof prior to the expiration date of this Lease, or shall discontinue or suspend the operation of its business conducted on the demised premises for a period of more than thirty (30) consecutive days (except during any time when the demised premises may be rendered unleaseable by reason of fire or other casualty), then in any such event INTERSTATE PARKING shall be deemed to have abandoned the demised premises and INTERSTATE PARKING shall be in default under the terms of this Lease.

**ARTICLE XIV  
Rules and Regulations**

**Section 14.1. Rules and Regulations.**

INTERSTATE PARKING shall observe and comply with reasonable rules and regulations as City may prescribe, on written notice to INTERSTATE PARKING, for the safety, care and cleanliness of the building and to regulate, restrict or prohibit smoking on the Subject Property.

**ARTICLE XV  
Mechanics' Liens**

**Section 15.1. Mechanics' Liens.**

15.1.1 INTERSTATE PARKING will not permit to be created or to remain undischarged in any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialmen, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for INTERSTATE PARKING) which might be or become a lien or encumbrance or charge upon the subject premises or any portion thereof or the income and interest of City in the demised premises or any portion thereof that might be impaired. If any lien or notice of lien on account of any alleged debt of INTERSTATE PARKING or any notice of contract by a party engaged by INTERSTATE PARKING or INTERSTATE PARKING's contractor to work on the premises shall be filed against the demised premises or subject property or any portion thereof, INTERSTATE PARKING shall within ten (10) days after demand from City, cause the same to be discharged of record by payment, deposit, bond, order of a Court of competent jurisdiction or otherwise. If INTERSTATE PARKING shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, City may, but shall not be obligated to, discharge such lien by deposit or by bonding proceedings or in any such event City shall be entitled if City so elects to compel the prosecution of an action for the foreclosure of any such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowance. Any amount so paid by City and all costs and expenses, including attorney's fees,

incurred by City in connection therewith shall constitute additional rent payable by INTERSTATE PARKING under the Lease and shall be paid by INTERSTATE PARKING to City on demand. Nothing herein contained shall obligate City to pay or discharge any lien created by INTERSTATE PARKING.

- 15.1.2 INTERSTATE PARKING shall pay promptly all persons furnishing labor and materials with respect to any work performed by INTERSTATE PARKING or INTERSTATE PARKING's contractor in the premises. No work which City permits INTERSTATE PARKING to do shall be deemed to be for the immediate use and benefit of City, so that no mechanic's or other liens should be allowed against the estate of City by reason of any consent given by City to INTERSTATE PARKING to improve the premises.
- 15.1.3 Prior to the commencement of any work or the delivery of any material to the premises by a contractor, subcontractor or materialmen, INTERSTATE PARKING shall deliver to the City a recordable waiver of lien affidavit from each such contractor which waiver of lien shall provide, among other things, that the contractor waives any and all lien rights that he may have against City's interest in the property or any portion thereof.
- 15.1.4 The provisions of this section shall apply with respect to INTERSTATE PARKING's work or any other work performed on the premises at any time during the term hereof.

## **ARTICLE XVI**

### **Garbage and Rubbish Removal**

#### **Section 16.1. Garbage and Rubbish Removal**

City shall be responsible for the removal of all garbage and rubbish generated from demised premises by INTERSTATE PARKING and/or INTERSTATE PARKING's customers and clients except medical waste. With the exception of medical waste, City will promptly remove all garbage

and rubbish from the subject premises and will not store any of the same on the premises except for such temporary storage in dumpsters to facilitate weekly or other reasonable periodic removal.

## **ARTICLE XVII**

### **Miscellaneous**

#### **Section 17.1. Notices.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by certified return receipt mail to INTERSTATE PARKING or to City by delivery to the following:

As to INTERSTATE PARKING:

INTERSTATE PARKING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

As to the City:

City Auditor  
Fargo City Hall  
225 4th Street North  
Fargo, North Dakota 58102

and to:

City Administrator  
Fargo City Hall  
225 4th Street North  
Fargo, North Dakota 58102

and either party may, by like written notice at any time, designate a different address to which notices shall subsequently be sent or rent to be paid.

#### **Section 17.2. Intent of Parties.**

Except as otherwise provided herein, INTERSTATE PARKING covenants and agrees that if it shall at any time fail to pay any such cost or expense, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the City may, but shall not be obligated to do so, and without notice to or demand upon INTERSTATE PARKING and without waiving or releasing INTERSTATE PARKING from any obligations of INTERSTATE PARKING in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of INTERSTATE PARKING to be made and performed as in this Lease provided, in such manner and to such extent as the City may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys'



fees. All sums so paid by City and all necessary and incidental costs and expenses in connection with the performance of any such act by the City, together with interest at the Contract Interest Rate from the date of making of such expenditure by City, shall be deemed additional rent hereunder, and shall be payable to lessor on demand. INTERSTATE PARKING covenants to pay any such sum or sums with interest as aforesaid and the City shall have the same rights and remedies in the event of nonpayment thereof by INTERSTATE PARKING as in the case of default by INTERSTATE PARKING in the payment of the base rent payable under this Lease.

In the event the City fails to perform any covenant or obligation to be kept by City under this Lease, INTERSTATE PARKING at its option may cure the City's failure to perform City's covenants and obligations, having first given City reasonable notice of such failure to perform, and a reasonable opportunity for City to so perform. INTERSTATE PARKING shall be entitled to an offset against future rents equal to the reasonable costs, including interest at the Contract Interest Rate from the date of payment, incurred by INTERSTATE PARKING to complete performance of the City's covenants and obligations under the Lease.

### **Section 17.3. Consents by City.**

17.3.1. Whenever provision is made under this Lease for INTERSTATE PARKING securing the consent or approval by City, such consent or approval shall only be in writing.

17.3.2. The following persons are authorized to act on behalf of City/INTERSTATE PARKING:

As to City, any one or more of the following are authorized to act or make decisions:

City Administrator

As to INTERSTATE PARKING, any one or more of the following are authorized to act or make decisions:

---

### **Section 17.4. No Agency Relationship.**

This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between City and INTERSTATE PARKING, the sole relationship between the parties being that of Lessor and Lessee.

### **Section 17.5. Governmental Regulations.**

INTERSTATE PARKING shall at INTERSTATE PARKING's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental

authorities now in force, pertaining to the said premises and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force.

**Section 17.6. Waiver.**

The waiver by the City of any breach or default of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach of INTERSTATE PARKING of any term, covenant or condition of this Lease, regardless of City's knowledge of said preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by City unless such waiver is in writing by City.

**Section 17.7. Force Majeure.**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required during the term of this Lease, the performance of such act shall be excused for the period of the delay. The provisions of this section shall not operate to excuse INTERSTATE PARKING from the prompt payment of rent, additional rent or any other payments required by this Lease.

**Section 17.8. Entire Agreement.**

This Lease and the schedules, if any, attached hereto and forming a part hereof, constitute the entire agreement between City and INTERSTATE PARKING affecting the demised premises and there are no other agreements, either oral or written, between them other than are herein set forth. All negotiations, considerations, representations and understandings between the parties are incorporated herein. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon City or INTERSTATE PARKING unless reduced to writing and executed in the same form and manner in which this Lease is executed.

**Section 17.9. Governing Law and Venue.**

Unless specifically stated herein, this Lease shall be construed and interpreted in accordance with the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

**Section 17.10. Time is of the Essence.**

Time is of the essence of each provision in this Lease.

**Section 17.11. Construction.**

Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court

with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**Section 17.12. Captions.**

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease or the intent of any provision thereof.

[Remainder of page intentionally blank.]

Dated the day and year first set forth above.

CITY:

CITY OF FARGO,  
a North Dakota municipal corporation

---

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

ATTEST:

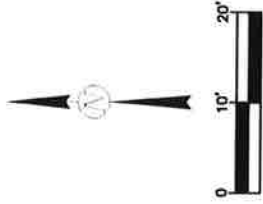
---

Steven Sprague, City Auditor

INTERSTATE PARKING

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
By: Joel Paulson, Executive Director



FORMER COMMISSION  
CHAMBERS

SKYWAY

**"SUITE B"**  
(FORMER HR  
OFFICES)  
APPROX  
1,450 SF

COPIER/  
KITCHEN  
APPROX  
315 SF

**"SUITE A"**  
(FORMER COMMISSION & ADMIN OFFICES)  
APPROX 3,280 SF

**COMMON AREAS (APPROX)**

COPIER/KITCHEN: 315 SF  
CONFERENCE ROOM: 590 SF  
RESTROOMS: 165 SF



CIVIC CENTER CITY OFFICES

Approximate Office  
Space Area

|              |     |       |            |
|--------------|-----|-------|------------|
| DRAWN BY:    | CAS | DATE: | 11/26/2016 |
| APPROVED BY: | RED | SHEET | 1 OF 1     |

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

January 30, 2020

**Assistant City Attorney**  
Nancy J. Morris

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

**RE: Consent and Subordination-City Centre Lofts Condominium**

Dear Commissioners,

The developer of the City Centre Lofts condominium project located adjacent to and north of City Hall is seeking your consent and subordination to an amendment of the declaration that established the condominium for City Centre Lofts.

As you know, the City leases surface and enclosed parking for the use of city employees at the City Centre Lofts property. The lease is with Northland Hospitality, LLC. Northland established a condominium for the City Centre Lofts project. Previously, the City consented to the establishment of the condominium by agreeing to consent to the Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts. The developer wishes to amend the condominium declaration with respect to four provisions, none of which would affect the City's lease agreements. In order for the amendment to the condominium declaration to be fully effective, mortgagees and lessees, such as the City, must consent to the declaration and agree to subordinate their property interest to the condominium declaration as amended. Your approval of the enclosed consent and subordination to the amendment is hereby sought.

**SUGGESTED MOTION:** I move to approve the Consent and Subordination to First Amendment to Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts, as presented.

Sincerely,



Erik R. Johnson

ERJ/lmw  
Enclosure

cc: Bruce Grubb, City Administrator  
Michael Redlinger, Assistant City Administrator

**CONSENT AND SUBORDINATION  
TO  
FIRST AMENDMENT  
TO  
DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP  
FOR  
CITY CENTRE LOFTS**

City of Fargo, North Dakota, a North Dakota municipal corporation ("City") and Northland Hospitality, LLC ("Northland") are parties to an unrecorded Right of Entry to Construct and Lease Agreement dated August 29, 2016, an unrecorded Lease Agreement dated May 8, 2017, an unrecorded Amendment No. 1 to Right of Entry to Construct and Lease Agreement dated July 3, 2017, and an unrecorded Amendment to Right of Entry to Construct and Lease Agreement and Lease Agreement dated January 13, 2020 (collectively the "City Lease Documents"). The City Lease Documents cover certain real property which, in part, includes the real property which was subjected to that certain Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts recorded September 6, 2018, as document no. 1546511 (the "Declaration"), and the First Amendment to Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts recorded January 24, 2020, as document no. 1582175 (the "First Amendment to Declaration"). City previously consented to the execution and recording of the Declaration pursuant to the Consent recorded November 15, 2018, as document no. 1551743. City hereby consents to the execution and recording of the First Amendment to Declaration, provided, that by consenting to the First Amendment to Declaration (i) such consent does not modify or amend the terms and conditions of the City Lease Documents, and (ii) the City Lease Documents shall be bound by, subject to, and subordinate to the First Amendment to Declaration as if the First Amendment to Declaration was entered into and recorded prior to the City Lease Documents.

The real property subjected to the Declaration and the First Amendment to Declaration is the property described on Exhibit "A" attached hereto. The City Lease Documents covered certain real property, including the LP Unit, City Centre Lofts, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership recorded in the office of the County Recorder for Cass County, North Dakota, as document no. 1546511, and First Amendment to Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts recorded January 24, 2020, as document no. 1582175.



*[signature page to Consent and Subordination]*

City of Fargo,  
a North Dakota municipal corporation

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

ATTEST:

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

STATE OF NORTH DAKOTA     )  
  ) ss  
COUNTY OF CASS            )

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Timothy J. Mahoney, and Steven Sprague, the Mayor and the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

That part of Lot 3, Block 2, North Dakota R1 Urban Renewal Addition, City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Northwest Corner of said Lot 3; thence North  $87^{\circ}04'06''$  East (assumed bearing), along the northerly line of said Lot 3, for a distance of 118.85 feet to the True Point of Beginning; thence South  $02^{\circ}57'06''$  East for a distance of 300.05 feet to a point of intersection with the southerly line of said Lot 3; thence North  $87^{\circ}04'06''$  East, along the southerly line of said Lot 3, for a distance of 212.05 feet to the Southwest Corner of a tract of land described in the Warranty Deed recorded as Document No. 1462525, on file at the Cass County Recorder's Office; thence North  $02^{\circ}49'24''$  West, along the westerly line of the tract of land described in said Document No. 1462525, for a distance of 154.07 feet; thence northeasterly, along a tangential curve to the right, radius 540.50 feet, and along the westerly line of the tract of land described in said Document No. 1462525, for a distance of 147.86 feet, central angle  $15^{\circ}40'25''$ , chord bearing North  $05^{\circ}00'48''$  East, to a point of intersection with the northerly line of said Lot 3; thence South  $87^{\circ}04'06''$  West, along the northerly line of said Lot 3, for a distance of 232.82 feet to the True Point of Beginning.



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

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

|  |   |   |                       |
|--|---|---|-----------------------|
| Name of Nonprofit Organization or group of people permit is issued to<br><b>Lake Agassiz Girls Choir Dba Fargo Moorhead Youth Choir</b>  | Date(s) of Activity<br><b>2/16/2020 to 5/3/2020</b> | For a raffle, provide drawing date(s):<br><b>5-3-2020</b> |                       |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><b>Gregory Yeager</b>  | Title<br><b>Board Memeber</b>                       | Business Phone Number<br><b>(701) 866-1844</b>            |                       |
| Business Address<br><b>Po Box 773</b>  | City<br><b>Fargo</b>                                | State<br><b>ND</b>  | Zip Code              |
| Mailing Address (if different)   | City  | State   | Zip Code              |
| Name of Site Where Game(s) will be Conducted<br><b>Olivet Lutheran Church</b>  | Site Address<br><b>1330 University Drive S</b>      |   |                       |
| City<br><b>Fargo</b>   | State<br><b>ND</b>                                  | Zip Code<br><b>58103-4145</b>                             | County<br><b>Cass</b> |
| Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.<br><input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels * |   |   |                       |

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

| Game Type | Description of Prize | Retail Value of Prize | Game Type | Description of Prize | Retail Value of Prize                          |
|-----------|----------------------|-----------------------|-----------|----------------------|--|
| Raffle    | Treager Grill        | \$650.00              |           |                      |  |
| Raffle    | Grill or \$650       | \$650.00              |           |                      |  |
| Raffle    | Samsung TV           | \$500.00              |           |                      |  |
| Raffle    | Apple Ipad           | \$250.00              |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
|           |                      |                       |           |                      |  |
| Total:    |                      |                       |           |                      | (Limit \$40,000 per year)<br>\$ <b>2050.00</b> |

**Intended uses of gaming proceeds:** Operating -program expences for a 501 (c) (3) non-profit arts

Organization not to include salaries.

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<br><i>Beth Jensen</i> | Date<br><b>1/27/2020</b> | Title<br><b>Executive Director</b> | Business Phone Number<br><b>(218) 329-5697</b> |
|---|--------------------------|------------------------------------|--|

36  
TED EV

✓ 4355

25.00

1/31/20

|  |  |  |                          |  |                          |
|--|--|--|--------------------------|--|--------------------------|
| Name of Nonprofit Organization or group of people permit is issued to<br><b>Fm Derby Girls</b>   |  | Date(s) of Activity<br><b>3/14/20 to 3/14/20</b> |                          | For a raffle, provide drawing date(s):<br><b>3/14/20</b> |                          |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><b>Katie Kalabza</b>   |  | Title<br><b>Treasurer</b>                        |                          | Business Phone Number<br><b>701-730-1422</b>             |                          |
| Business Address<br><b>P.O. Box 10644</b>  |  | City<br><b>Fargo</b>                             |                          | State<br><b>ND</b>                                       | Zip Code<br><b>58106</b> |
| Mailing Address (if different)   |  | City   |                          | State  | Zip Code                 |
| Name of Site Where Game(s) will be Conducted<br><b>Fargo Civic Center</b>  |  | Site Address<br><b>207 4th St. N</b>             |                          |  |                          |
| City<br><b>Fargo</b>   |  | State<br><b>ND</b>                               | Zip Code<br><b>58102</b> | County<br><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 type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels * |  |  |                          |  |                          |

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

| Game Type | Description of Prize | Retail Value of Prize |
|-----------|----------------------|-----------------------|
| 50/50     | Cash                 | est. \$ 200           |
|           |                      |                       |
|           |                      |                       |
|           |                      |                       |
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| Game Type | Description of Prize | Retail Value of Prize |
|-----------|----------------------|-----------------------|
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|        |  |                                     |
|--------|--|-------------------------------------|
| Total: |  | (Limit \$40,000 per year)<br>\$ 200 |
|--------|--|-------------------------------------|

Intended uses of gaming proceeds: Daily operations / Local Charity donation

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<br><i>Natie Kalouza</i> | Date<br><i>1/31/2020</i> | Title<br><i>Treasurer</i> | Business Phone Number<br><i>701-730-1422</i> |
|---|--------------------------|---------------------------|--|

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

pd 2-3-20  
25.00  
MIT Cash

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Intended uses of gaming proceeds: to be used for club events & trips.

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<br><i>[Signature]</i> | Date<br>1/28/2020 | Title<br>President | Business Phone Number<br>28-289-7031 |
|---|-------------------|--------------------|--------------------------------------|



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

(3d)

\$25.00  
 ✓ 7595  
 2-5-20

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

|  |  |  |                               |
|--|--|--|-------------------------------|
| Name of Nonprofit Organization or group of people permit is issued to<br><b>Red River Valley Figure Skating Club</b>   | Date(s) of Activity<br><b>3/15/2020 to 3/15/2020</b> | For a raffle, provide drawing date(s):<br><b>3/15/2020</b> |                               |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><b>Heather Soleim</b>  | Title<br><b>Raffle Chair</b>                         | Business Phone Number<br><b>(701) 388-3847</b>             |                               |
| Business Address<br><b>5894 Silverleaf Dr</b>  | City<br><b>Fargo</b>                                 | State<br><b>ND</b>   | Zip Code<br><b>58104-0000</b> |
| Mailing Address (if different)   | City   | State  | Zip Code                      |
| Name of Site Where Game(s) will be Conducted<br><b>Southwest Youth Arena</b>   | Site Address<br><b>4404 23rd Ave Sw</b>              |  |                               |
| City<br><b>Fargo</b>   | State<br><b>ND</b>                                   | Zip Code<br><b>58103-0000</b>                              | County<br><b>Cass</b>         |
| Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.<br><input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels * |  |  |                               |

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

| Game Type      | Description of Prize | Retail Value of Prize | Game Type | Description of Prize | Retail Value of Prize                          |
|----------------|----------------------|-----------------------|-----------|----------------------|--|
| See Attachment |                      |                       |           |                      |  |
|                |                      |                       |           |                      |  |
|                |                      |                       |           |                      |  |
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|                |                      |                       |           |                      |  |
|                |                      |                       |           |                      |  |
| Total:         |                      |                       |           |                      | (Limit \$40,000 per year)<br><b>\$ 2963.00</b> |

Intended uses of gaming proceeds: Expenses for ice show

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<br> | Date<br><b>2/5/2020</b> | Title<br><b>Raffle Chair</b> | Business Phone Number<br><b>(701) 388-3847</b> |
|---|-------------------------|------------------------------|--|



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2019)

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

|  |   |   |                        |
|--|---|---|------------------------|
| Name of Nonprofit Organization or group of people permit is issued to<br>Landen Lizakowski Benefit | Date(s) of Activity<br>2/23/2020 to 2/23/2020 | For a raffle, provide drawing date(s):  |                        |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br>Cynthia Byklum       | Title<br>Benefit Organ                        | Business Phone Number<br>(218) 790-0352 |                        |
| Business Address   | City  | State                                   | Zip Code               |
| Mailing Address (if different)<br>314 Maple St   | City<br>Hawley                                | State<br>MN                             | Zip Code<br>56549-0000 |
| Name of Site Where Game(s) will be Conducted<br>El Zagal Shrine                                    | Site Address<br>1429 3rd St N                 |   |                        |
| City<br>Fargo  | State<br>ND                                   | Zip Code<br>58102-0000                  | County<br>Cass         |

Check the Game(s) to be Conducted: \* Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

☐ Bingo 
 ☒ Raffle 
 ☒ Raffle Board 
 ☐ Calendar Raffle 
 ☐ Sports Pool 
 ☐ Poker \* 
 ☐ Twenty-one \* 
 ☐ 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 |
|--------------|----------------------|-----------------------|---------------------------|----------------------|-----------------------|
| Raffle board | Traeger Grill        | \$700.00              |                           |                      |                       |
| Raffle board | Browning Shotgun     | \$2,000.00            |                           |                      |                       |
| Raffle board | Sioux package        | \$705.00              |                           |                      |                       |
| Raffle board | Hockey stick         | \$100.00              |                           |                      |                       |
| Raffle board | Xbox game packag     | \$800.00              |                           |                      |                       |
|              |                      |                       |                           |                      |                       |
|              |                      |                       |                           |                      |                       |
|              |                      |                       |                           |                      |                       |
|              |                      |                       |                           |                      |                       |
|              |                      |                       |                           |                      |                       |
|              |                      |                       |                           |                      |                       |
|              |                      |                       | (Limit \$40,000 per year) |                      |                       |
|              |                      |                       | Total: \$ 4,305.00        |                      |                       |

Intended uses of gaming proceeds: The proceeds will go towards the Landen Lizakowski benefit fund to help pay for medical bills.

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<br><i>Cynthia Byklum</i> | Date<br>2/4/2020 | Title<br>Benefit Organizer | Business Phone Number<br>(218) 790-0352 |
|--|------------------|----------------------------|---|





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

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

Name of Nonprofit Organization or group of people permit is issued to: Knights of Columbus #6570  
 Date(s) of Activity: 4/1/20 to 4/30/20  
 For a raffle, provide drawing date(s): same  
 Person Responsible for the Gaming Operation and Disbursement of Net Income: Mike O'Leary  
 Title: Raffle Chair  
 Business Phone Number: 701-235-2984  
 Business Address: 1825 12th Street South  
 City: Fargo  
 State: ND  
 Zip Code: 58103  
 Mailing Address (if different):  
 City:  
 State:  
 Zip Code:  
 Name of Site Where Game(s) will be Conducted: Nativity Church  
 Site Address: 1825 12th Street South  
 City: Fargo  
 State: ND  
 Zip Code: 58103  
 County: Cass  
 Check the Game(s) to be Conducted: \* Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.  
☐ Bingo    ☐ Raffle    ☐ Raffle Board    ☒ Calendar Raffle    ☐ Sports Pool    ☐ Poker \*    ☐ Twenty-one \*    ☐ 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 |
|-----------|----------------------|-----------------------|-----------|----------------------|-----------------------|
| Raffle    | 4 - \$500            | \$500                 |           |                      |                       |
|           | 4 - \$150            | 600                   |           |                      |                       |
|           | 4 - \$50             | 200                   |           |                      |                       |
|           | 21 - \$125           | \$250                 |           |                      |                       |
|           | 30                   | \$1875                |           |                      |                       |
|           |                      |                       |           |                      |                       |
|           |                      |                       |           |                      |                       |
|           |                      |                       |           |                      |                       |
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|           |                      |                       |           |                      |                       |
|           |                      |                       |           |                      |                       |

Total: \$ 1,875 (Limit \$40,000 per year)

Intended uses of gaming proceeds: church rectory repairs

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: \$ 10,000.00. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official: [Signature]  
 Date: 2/6/2020  
 Title: Chair  
 Business Phone Number: 701-235-2984





4

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: EXECUTIVE ASSISTANT KEMBER ANDERSON** *KA*

**DATE: JANUARY 29, 2020**

**SUBJECT: AGREEMENT FOR CONTRACT EMPLOYMENT**

Attached you will find a copy of an agreement for contract employment with Sydney Quinlan as an Information Desk Receptionist – City Hall. Through a competitive interview process, Ms. Quinlan was hired as one of three temporary, part-time employees in May 2019. Since that time, two of the three individuals hired have resigned, leaving just Ms. Quinlan.

At the January 28, 2020 Finance Committee Meeting, this agreement was approved, therefore, it is the recommendation of this office that the attached agreement with Sydney Quinlan be approved at this time.

Your consideration in this matter is greatly appreciated.

**RECOMMENDED MOTION:** To approve the Agreement with Sydney Quinlan for the Information Desk Receptionist – City Hall for the term February 10, 2020 through December 31, 2020.

## **AGREEMENT**

### **Information Desk Receptionist – City Hall**

THIS AGREEMENT made and entered into effective February 10, 2020, by and between Sydney Quinlan, (hereinafter referred to as “Quinlan”) and the CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, The City desires to fill the position of Information Desk Receptionist – City Hall within the City of Fargo City Commission Office as a contracted employee; and

WHEREAS, the City desires to appoint Quinlan to perform the duties and services of Information Desk Receptionist – City Hall and for purposes of the City’s budgeting process, to recognize a contract employment relationship for a period beginning February 10, 2020 and ending December 31, 2020, but which is still an “at-will” employment relationship, terminable by either party with or without cause,; and

WHEREAS, Quinlan has agreed to accept such appointment to perform the duties and services of Information Desk Receptionist – City Hall on a contract employee basis according to the terms of this agreement; and

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Quinlan for the purpose of performing the duties and services of Information Desk Receptionist – City Hall as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning February 10, 2020, extending through December 31, 2020, but may be terminated by either party at any time, upon written notice to the other party. This relationship is an "At-will" relationship and may be terminated by either party at any time with or without cause.
3. Compensation. City agrees to compensate Quinlan in the amount of \$15.28 per hour (Grade 4, Step 3) for any and all duties and services performed as Information Desk Receptionist – City Hall during the year 2020. If the City Commission awards a 2020 Cost of Living Adjustment (COLA), Quinlan is eligible to receive a COLA adjustment. To the extent, this agreement is still in effect, beginning in years 2020 and thereafter, Quinlan's compensation shall be adjusted annually, at the time of her step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.
4. In addition to the terms of compensation listed above, the City shall pay the employer's share of the following:
  - (a) Social Security (FICA)
  - (b) Workers Compensation
  - (c) Unemployment Insurance
  - (d) Federal Withholding (income tax)
  - (e) State Income Tax
  - (f) Medicare
5. Quinlan will be full time and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City's long-term disability and North Dakota Public

Employee Retirement System (NDPERS). In addition, Quinlan will accrue annual and sick leave.

6. During the term of this agreement, Quinlan agrees to comply with all employee policies of the City of Fargo and the City Commission Office, including all safety rules and procedures.
7. The parties hereto understand and agree that Quinlan shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code Section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Timothy J Mahoney, Mayor

ATTEST:

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

City Commission

By: Kember Anderson  
Kember Anderson, Executive Assistant

Sydney Quinlan  
Sydney Quinlan

5

February 5, 2020

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

**Re: Edward E. Schmidt and Carol A. Schmidt – Purchase Agreement  
Project #FM-19-F**

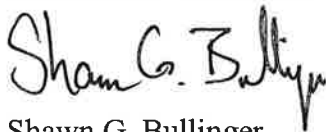
Dear Commissioners:

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

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 139 South Terrace North from **Edward E. Schmidt and Carol A. Schmidt** in association with Project #FM-19-F and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Brenda E. Derrig  
Nancy J. Morris

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between **Edward E. Schmidt and Carol A. Schmidt**, the identified owner of the property located at 139 South Terrace North in Fargo, North Dakota hereinafter "Seller" or "Owner", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

**WITNESSETH:**

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

Lot Twenty-Nine (29), in Block One (1), in Oak Grove Addition to the City of Fargo, situate in the County of Cass and The State of North Dakota.

Property Address: 139 South Terrace North, Fargo, ND

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

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

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

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. Purchase Price. The purchase price for the Property is Two Hundred Eighty Five Thousand and no/100 dollars (\$285,000) which sum includes relocation and moving expenses. In addition, the amount of \$8,000 shall be paid to the Seller as an Administrative Settlement at the time of Closing, separate and apart from the Acquisition of the Property.
3. Payment of Purchase Price. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.
4. Preservation. Seller shall be allowed to remove from the property personal property, appliances, and any other items desired by Seller, without limitation or remuneration to City. Seller agrees to remove all items prior to giving City possession of the property, and further agrees to secure any openings resulting from the removal of the preservation items with plywood to prevent unauthorized entry into the premises upon vacation.
5. Abstract. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that

will be handled at closing). City shall pay all costs associated with closing, including deed preparation and recordation.

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

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

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than March 1, 2021. If Seller desires to close earlier, City shall undertake to prepare for Closing with all due diligence to accommodate Seller's request. City shall take possession of the real estate no later than ~~the last day of the month of closing.~~ *90 DAYS FROM CLOSING DATE. SGB 2-5-20 CAS*

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

DATED this 5<sup>th</sup> day of FEBRUARY, 2020.

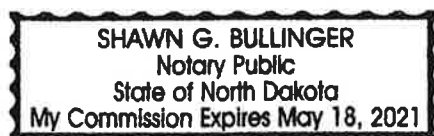
SELLER:

  
Edward E. Schmidt

  
Carol A. Schmidt

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

On this 5<sup>th</sup> day of FEBRUARY, 2020, before me, a notary public in and for said county and state, personally appeared Edward E. Schmidt and Carol A. Schmidt, to me known to be the persons 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

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

BUYER:  
City of Fargo, a North Dakota  
municipal corporation

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

ATTEST:

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared **TIMOTHY J. MAHONEY, M.D.** and **STEVEN SPRAGUE**, to me known to be the Mayor and Auditor, respectively, of the **CITY OF FARGO**, a North Dakota 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

The legal description was prepared by:  
A previously recorded document.

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





February 5, 2020

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, North Dakota

Re: Recommended Alignments for Additional In-Town Levees  
Project #FM-19-A – Riverwood Addition  
Project #FM-19-B – Royal Oaks Area  
Project #FM-19-C – Woodcrest Area  
Project #FM-19-E – Elm Circle Area

Honorable Commissioners:

At the recent January 27, 2020 City Commission information meeting, City staff and Houston Engineering presented various levee alignments that have been studied over the past nine months. These proposed levees are located within the Riverwood, Royal Oaks, Woodcrest and Elm Circle neighborhoods. Levees are required within these neighborhoods in order to allow for the safe passage of 37-feet thru town on a 100-year flood event once the planned Fargo-Moorhead Area Diversion project is completed.

Over the course of the past nine months, we have taken the conceptual levee alignments created back in 2018 and developed them to the recommended alignments (attached) that we presented at the information meeting. During the development of these alignments, we worked closely with the impacted residents to incorporate, as possible, any modifications they may have requested. Unfortunately, not all modifications could be accommodated due to various site constraints, such as geotechnical or FEMA floodway limitations. In addition to the residents' feedback, we were also able to incorporate other changes into the original conceptual alignments that have resulted in a reduction of complete property acquisitions to be nineteen instead of the original twenty-six identified in the conceptual alignments. As a result of these changes, the following properties will need complete property acquisitions, of which some have already been acquired:

Riverwood Addition (#FM-19-A)

901 41<sup>st</sup> Ave. N  
902 41<sup>st</sup> Ave. N  
906 41<sup>st</sup> Ave. N  
901 42<sup>nd</sup> Ave. N  
902 42<sup>nd</sup> Ave. N  
906 42<sup>nd</sup> Ave. N

Woodcrest Area (#FM-19-C)

173 South Woodcrest Dr. N (acquired)

Royal Oaks Drive (#FM-19-B)

665 Royal Oaks Dr. (acquired)  
683 Royal Oaks Dr. (acquired)  
701 Royal Oaks Dr. (acquired)  
709 Royal Oaks Dr. (acquired)  
739 Royal Oaks Dr.  
741 Royal Oaks Dr.  
747 Royal Oaks Dr. (acquired)  
749 Royal Oaks Dr.  
763 Royal Oaks Dr. (acquired)  
767 Royal Oaks Dr. (acquired)  
771 Royal Oaks Dr. (acquired)  
775 Royal Oaks Dr.

In addition to the full property acquisitions, the following properties will require a partial property easement to be acquired from the private property owners in order to allow for the levee construction to occur:

Riverwood Addition (#FM-19-A)

910 41<sup>st</sup> Ave. N  
902 43<sup>rd</sup> Ave. N  
4301 Riverwood Dr. N

Woodcrest Area (#FM-19-C)

172 North Woodcrest Dr. N  
186 North Woodcrest Dr. N  
194 North Woodcrest Dr. N (Park District owned)  
131 South Woodcrest Dr. N  
137 South Woodcrest Dr. N  
143 South Woodcrest Dr. N  
149 South Woodcrest Dr. N  
167 South Woodcrest Dr. N

Royal Oaks Drive (#FM-19-B)

627 Royal Oaks Dr. N  
3800 Broadway N (Park District owned)

Elm Circle Area (#FM-19-E)

1321 Elm St. N (Park District Owned)  
1349 Elm Cir. N  
1355 Elm Cir. N  
1367 Elm Cir. N (acquired)  
1369 Elm Cir. N

Staff and Houston Engineering will provide a short presentation identifying the recommended alignments, proposed improvements, and the affected properties at your February 10<sup>th</sup> Commission meeting. We look forward to the discussion that will be had on these important projects.

**Recommended Motion:**

Authorize Engineering to complete the final design on the recommended alignments, as shown, and to complete the necessary full property acquisitions and partial property acquisitions presented for Projects #FM-19-A, #FM-19-B, #FM-19-C & #FM-19-E, which are required to allow safe passage of 37-feet thru town on a 100-year flood event with the Fargo-Moorhead Area Diversion project in place.

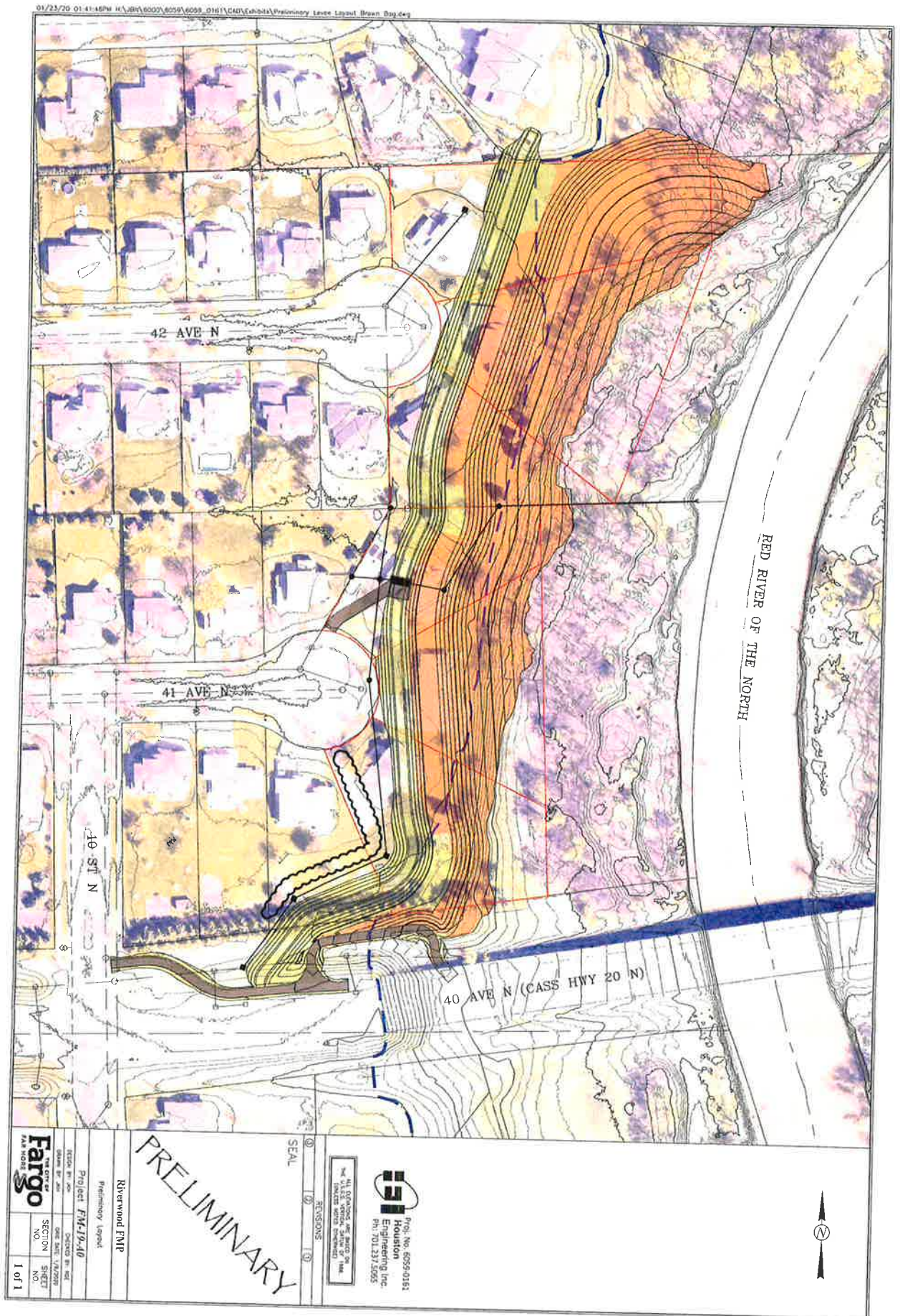
Respectfully,



Nathan Boerboom  
Division Engineer

Attachments:

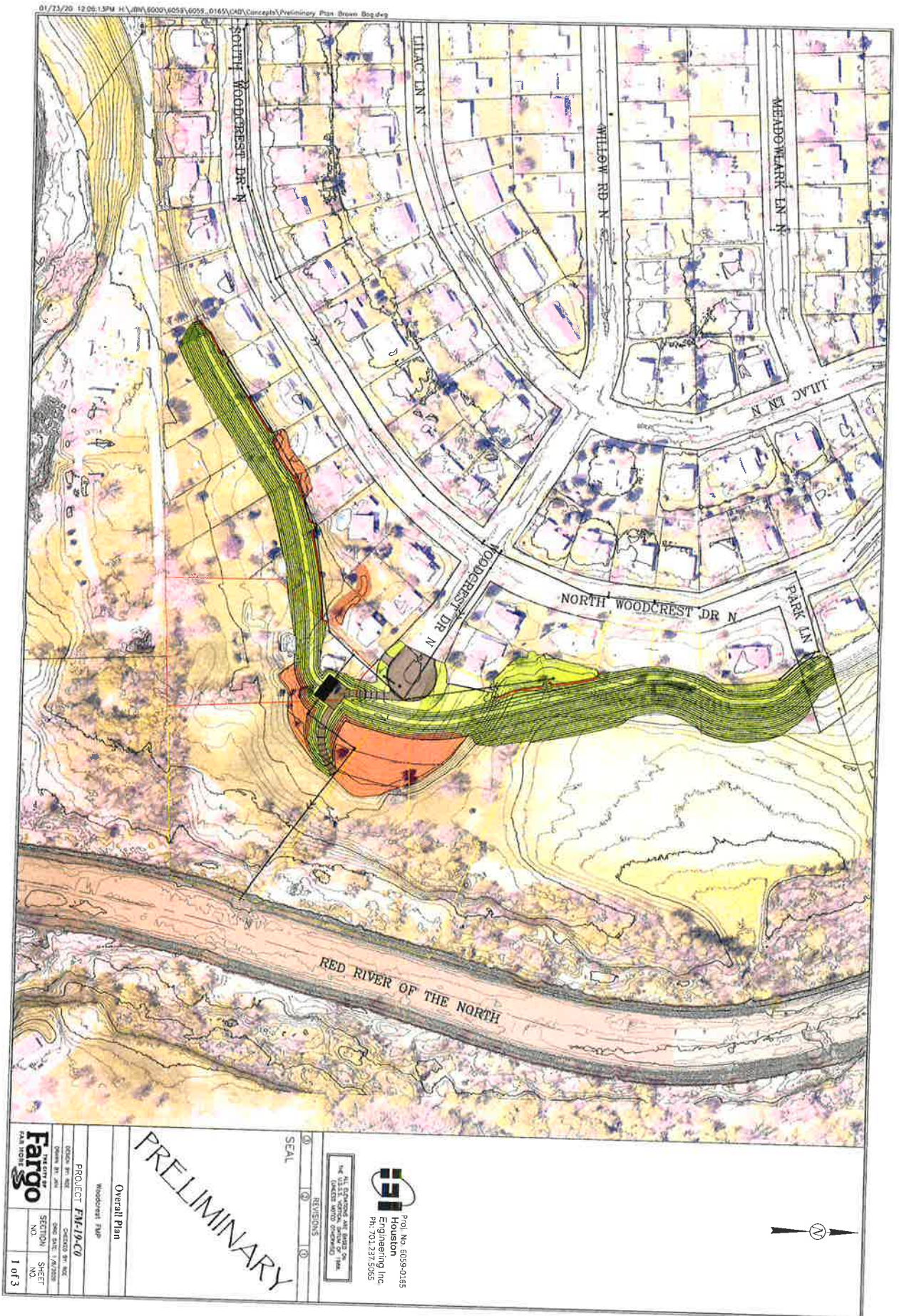
Project #FM-19-A – Riverwood Add. Recommended Project Components & Alignment  
Project #FM-19-B – Royal Oaks Area Recommended Project Components & Alignment  
Project #FM-19-C – Woodcrest Area Recommended Project Components & Alignment  
Project #FM-19-E – Elm Circle Area Recommended Project Components & Alignment















COVER SHEET  
CITY OF FARGO PROJECTS

(7)

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

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

Reconstruction of City Order Sidewalks

Project No. SR-20-B

Call For Bids February 10, 2020

Advertise Dates February 17, 24, March 2, 2020

Bid Opening Date March 18, 2020

Substantial Completion Date September 4, 2020

Final Completion Date September 25, 2020

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

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Brandon Beaudry

Phone No. (701) 476-4107

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

## ENGINEER'S REPORT

## RECONSTRUCTION OF CITY ORDER SIDEWALKS

PROJECT NO. SR-20-B

**Nature & Scope**

This project is for new construction and reconstruction of sidewalk and curb ramps throughout the City of Fargo.

**Purpose**

To install and reconstruct sidewalks and curb ramps ordered by the City Commission.

**Feasibility**

The estimated construction cost is \$527,809.00. The Project will be funded by Special Assessments and Infrastructure Sales Tax Funds as follows:

**Assessed Costs to Benefitting Properties**

|                                       |                      |
|---------------------------------------|----------------------|
| Estimated Sidewalk Construction Cost: | \$ 263,128.00        |
| Plus 10% Engineering Fees:            | \$ 26,312.80         |
| Plus 3% Legal Fees:                   | \$ 7,893.84          |
| Plus 4% Administration Fees:          | \$ 10,525.12         |
| Plus 4% Interest Fees:                | \$ 10,525.12         |
| Plus 10% Contingency                  | <u>\$ 26,312.80</u>  |
| <b>Total Estimated Assessed Cost:</b> | <b>\$ 344,697.68</b> |

**Curb Ramps and City Share of Sidewalks**

|   |                      |
|---|----------------------|
| Estimated Construction Cost:              | \$ 240,505.00        |
| Plus 10% Engineering Fees:                | \$ 24,050.50         |
| Plus 3% Legal Fees:                       | \$ 7,215.15          |
| Plus 4% Administration Fees:              | \$ 9,620.20          |
| Plus 4% Interest Fees:                    | \$ 9,620.20          |
| Plus 10% Contingency                      | <u>\$ 24,050.50</u>  |
| <b>Total Estimated Construction Cost:</b> | <b>\$ 315,061.55</b> |

**Street Light Utilities**

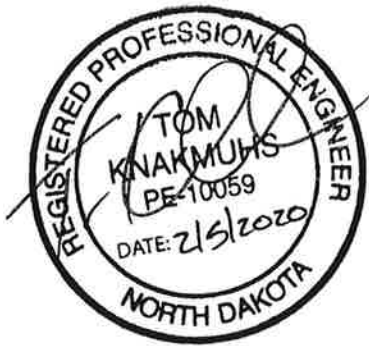
|   |                     |
|---|---------------------|
| Estimated Construction Cost:              | \$ 24,176.00        |
| Plus 10% Engineering Fees:                | \$ 2,417.60         |
| Plus 3% Legal Fees:                       | \$ 725.28           |
| Plus 4% Administration Fees:              | \$ 967.04           |
| Plus 4% Interest Fees:                    | \$ 967.04           |
| Plus 10% Contingency                      | <u>\$ 2,417.60</u>  |
| <b>Total Estimated Construction Cost:</b> | <b>\$ 31,670.56</b> |

**Totals**

|   |                      |
|---|----------------------|
| Estimated Assessed Cost: (49.9%)                  | \$ 344,697.68        |
| Estimated Infrastructure Sales Tax Funds: (45.5%) | \$ 315,061.55        |
| <u>Estimated Street Light Utilities (4.6%)</u>    | <u>\$ 31,670.56</u>  |
| <b>Total Estimated Cost:</b>                      | <b>\$ 691,429.79</b> |

We believe this project to be cost effective.





  
Tom Knakmuhs, P.E.  
Assistant City Engineer



(8)

February 1, 2020

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

Commissioners:

As part of the long term capital plan for Newman Outdoor Field, prepared by RL Engebretson and finalized in April, 2019, it was identified that the roof of Newman Outdoor Field had reached its end of life and was in need of replacement. Through their work, RL Engebretson personnel estimated the cost of this replacement to be \$300,000.

This project was originally bid by RL Engebretson in July of 2019. Only two (2) interested firms responded to the Request for Proposal and both responses exceeded the original budgeted amount of \$300,000 by at least 31%. The bids from the first round of bidding were rejected by the Fargo City Commission in October of 2019. At that time, the decision was made to re-bid the project in January of 2020.

This project was re-bid by RL Engebretson in January of 2020, with the work to be completed from March to June of 2020. The January 22, 2020 bid tabulation sheet for this project is attached. After consultation with RL Engebretson, they have reviewed all bids received and qualified all of the companies submitting bids. It is the recommendation of RL Engebretson to accept the base bid of \$231,910 from the apparent low bidder, Pierce Lee Roofing of Fargo, ND. Along with the base bid, RL Engebretson also recommends accepting the alternate G-1 (90-mil, 20-year warranty) and alternate G-4 (replace existing downspouts) bids of Pierce Lee Roofing.

By accepting the Base Bid (\$231,910), Alternate G-1 (\$23,110 add) and Alternate G-4 (\$10,840 add), the projected project cost will be \$265,860, or about \$34,000 under the project budget of \$300,000.

**SUGGESTED MOTION: To accept the Base Bid, Alt. G-1 and Alt G-4 of Pierce Lee Roofing of Fargo, ND for a total of \$265,860 for the Newman Outdoor Field – Stadium Reroofing Project to be completed from March to June, 2020.**

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

Attachment

# Newman Outdoor Field - Stadium Reroofing Project

Fargo, North Dakota

REBID

BID TABULATION - January 22, 2020 - 11:30 AM

Fargo City Hall

Meadowlark Room



**R.L. Engebretson**  
ARCHITECTURE  
INTERIORS & CONSTRUCTION

*Results. Done Right.*

|                                  |    | ADDENDA  |                      | BASE BID     | Alt. G-1                 | Alt. G-2                 | Alt. G-3                       | Alt. G-4                    |
|----------------------------------|----|----------|----------------------|--------------|--------------------------|--------------------------|--------------------------------|-----------------------------|
|                                  |    | Bid Bond | Contractor's License | 1, 2         | 90-mil, 20-year warranty | 90-mil, 30-year warranty | (KEE) 36-mil, 20-year warranty | replace existing downspouts |
| Allstar Construction Moorhead    | 5% | Yes      | 1, 2                 | \$345,381.00 | No Bid                   | No Bid                   | No Bid                         | No Bid                      |
| Herzog Roofing Detroit Lakes, MN | 5% | Yes      | 1, 2                 | \$357,115.00 | \$21,000.00              | \$23,500.00              | No Bid                         | \$30,965.00                 |
| MJ Dalsin West Fargo, ND         | 5% | Yes      | 1, 2                 | \$368,929.00 | \$23,691.00              | \$53,596.00              | No Bid                         | \$25,959.00                 |
| Pierce Lee Roofing Fargo, ND     | 5% | Yes      | 1, 2                 | \$231,910.00 | \$23,110.00              | \$46,730.00              | No Bid                         | \$10,840.00                 |
| Tecta America Dakotas Fargo, ND  | 5% | Yes      | 1, 2                 | \$243,905.00 | \$30,429.00              | \$43,401.00              | No Bid                         | \$8,370.00                  |
| A&R Roofing                      |    |          |                      |              | DID NOT BID              |                          |                                |                             |
| All Weather Roofing              |    |          |                      |              | DID NOT BID              |                          |                                |                             |
| Braun Contracting                |    |          |                      |              | DID NOT BID              |                          |                                |                             |
| Fargo Roofing                    |    |          |                      |              | DID NOT BID              |                          |                                |                             |
| Rainville Carlson                |    |          |                      |              | DID NOT BID              |                          |                                |                             |
| Skinner Roofing                  |    |          |                      |              | DID NOT BID              |                          |                                |                             |
| Spec 7 Reps, LLC.                |    |          |                      |              | DID NOT BID              |                          |                                |                             |

9

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *KC*  
**RE: GFOA CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING**  
**DATE: FEBRUARY 4, 2020**

The Government Finance Officers Association awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Fargo for the year ending December 31, 2018.

This recognition has been granted for the past twenty-one years and represents the highest level of achievement in reporting our financial position and long-term trends.

This award would not be possible without the ongoing support of the City Commission and staff that work within our financial systems.

The Finance Department staff members who produce our Comprehensive Annual Financial Report are recognized with an Individual Award of Financial Reporting Achievement. Staff members recognized include Jenica Flanagan, Jamie Bullock, Megan Zahradka, and Jess Hoium.

**Suggested Motion:**

Receive the GFOA Certificate of Achievement for Excellence in Financial Reporting and recognize the excellent work of the Finance Department staff members who attained this goal.



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

01/13/2020

**For more information contact:**  
**Michele Mark Levine, Director/TSC**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**E-mail: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Fargo** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.*



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Fargo  
North Dakota**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**December 31, 2018**

*Christopher P. Morill*

Executive Director/CEO

10

# CITY OF Fargo Fire Department

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: JANUARY 30, 2020**

**SUBJECT: FARGO FIRE DEPARTMENT UNIFORMS (RFP 20008)**

An RFP for fire department uniforms opened and was advertised on December 30<sup>th</sup>, 2019. The RFP closed on January 21<sup>st</sup> at 2:00 PM. The RFP was for the purchase of uniforms and associated clothing items for fire department personnel. During the time the RFP was open one proposal was received from Galls.

The RFP provides prices for all items that are approved for employees to wear while on duty at the fire department. The fire department budgets \$55,000 annually for employees uniforms. The RFP pricing provides the base amount for the 2020 budget year with an option to renew annually for four more years, through 2024.

**RECOMMENDED MOTION:** Approve one year contract with annual option for fire department to extend contract with Galls for fire department uniforms through 2024.



RFP20008- Public Safety Fire Dept. Uniforms  
Fargo Fire Dept.





City of Fargo- Public Safety Fire  
 Department Uniforms  
 RFP# 20008  
 Galls, LLC Response

## History & Highlights

Galls, LLC ("Galls") has been in business for over 50 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. We are **proud to serve** America's public safety professionals. Galls services over 1 million individuals. More than 68% of all law agencies in the U.S. make purchases from Galls 80+ locations nationwide consisting of distribution centers, branch locations, and contract service centers

- Founded in 1967
- Purchased by ARAMARK (1995)
- Acquired Long Beach Uniform (2002)
- Launched first custom website (2004)
- Purchased by CI Capital Investment Group (2011)
- Acquired Quartermaster Uniforms (2012)
- Acquired Roy Tailor's of Cincinnati/Columbus, OH (2013)
- Acquired Best Uniforms (2014)
- Acquired Blumenthal Uniforms (2014)
- Acquired Lone Star Uniforms (2014)
- Acquired AK Uniforms & Equipment Co. (2015)
- Acquired Sterling's Public Safety Inc. (2015)
- Acquired A.M.E.'S Uniforms (2015)
- Acquired U.S. Calvary (2016)
- Acquired Apparel Sewn Right (ASR) (2016)
- Acquired Alamar Uniforms (2016)
- Acquired Rosen's Uniforms (2016)
- Acquired Azar's Uniforms (2016)
- **Acquired Uniforms Unlimited (2016)**
- Acquired Arslan Uniforms (2017)
- Acquired Patriot Outfitters, LLC (2017)
- Acquired Carpenter Uniforms (2017)
- Acquired Carpenter Uniforms and Promotional Products (2017)
- Acquired Red the Uniform Tailor (2017)
- Purchased by Charlesbank Capital Partners, LLC (2018)
- **Acquired KEEPRS, Inc. (2018)**
- Acquired Miller Uniforms and Emblems, Inc. (2018)
- Acquired Cruse Uniforms & Equipment, Inc. (2018)
- Acquired Lark Uniforms (2018)
- Acquired Samzie's Uniforms (2018)
- Acquired Universal Uniforms (2019)
- Acquired Keystone Uniforms and On Guard Apparel (2019)



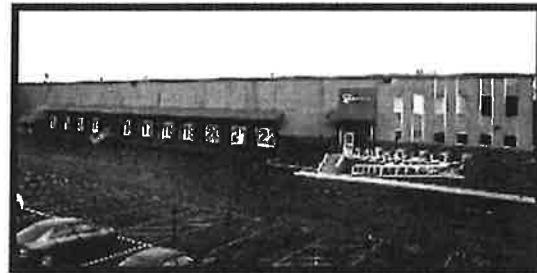
City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

## Stocking, Distribution & Fulfillment

Galls is the leading distributor of products from **over 1200 suppliers**. As the public safety industry leader we pride ourselves on having the largest inventory in the industry. This means less backorders, faster service, and faster delivery.

Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately **\$50M in on-hand inventory**. The IM department utilizes an integrated inventory management forecasting system which is fully automated. The system uses complex algorithms to compute current and future needs on finished goods inventory. Galls' IM Team reviews electronic data provided by the system and then adds human logic as well as customer input. Purchase Orders are then released for finished goods to our vendors. This process takes into account constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs.

Galls' distribution center (DC) is located in Lexington, KY. The DC is approx. **350,000 square feet**,



**containing 40,000 active pick locations and 38,000 reserve locations.** Current capacity is 82% in active and 84% in reserve. Galls has a fully automated warehouse management software tool and state of the art conveyor

system for order fulfillment allowing us to ship an average of 2,700 orders daily or 700k orders annually. Also note, Galls has 2 additional distribution centers; one in Cerritos, California with 50,000 square feet and the other in Olathe, Kansas with 30,000 square feet.



City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

## In-House Uniform Services

No one can compare to our full spectrum of in-house customization options for apparel and gear. Our state-of-the-art Production area can provide all types of uniform embellishments to include pant hemming, pant striping, sleeve length tailoring, emblem

applications, embroidery, heat press, silk-screening, engraving, and more.

## Screen Printing



### Screen Printing

Screen Printing of titles or designs is more economical than embroidery — and with less limitations than heat press. You can even screen print polyester. Option is available on selected polos, casual shirts, T-shirts, bags, rainwear and outerwear. Screen printing can handle almost any design, with a durable and long-lasting result. Call for details and pricing.

## Embroidery

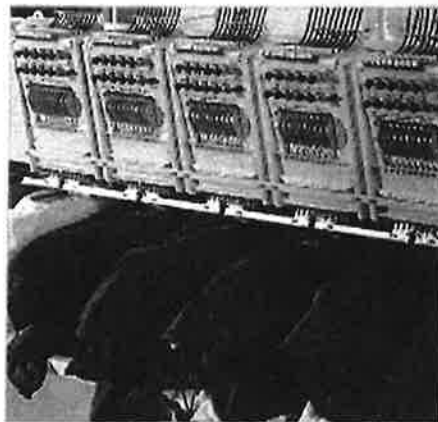


Embroidering your apparel adds a personal and professional appearance

Galls performs an **average of 7,500 embellishments daily or 2MM embellishments annually.**

### Customization options for Fargo Fire Department

Galls will provide patch application, hemming, screen print and embroidery through Galls warehouse or at any Galls branch location during the life of this contract.



**Automated machines can outfit your entire department with uniform designs**



**Create precise designs**

One of the things that sets us apart from our competitors is our in-house customization capabilities. We know how important it is for your uniform to look exactly right — and as a busy public safety professional, you don't have time to run to the tailor or embroidery shop. That's where we step in for you. We take care of the details so your uniform is ready for duty when you receive it!



City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

## Galls Offers Fargo Fire Department a 360° Solution



### Personal Attention:

Galls has assembled the best team of dedicated professionals to serve your uniform and equipment needs. Fargo Fire Department's personal contact will coordinate with our merchandisers, buyers and customization department to make sure we meet your uniforms criteria for comfort, performance, and design. Having a team of contact's at Galls as well as access to the staff at our branch locations allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.



City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

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### **Fargo Fire Department Contacts**

The following Galls Team will be assigned to serve the Fargo Fire Department to meet your requirements, delivery service levels, and provide a dynamic working relationship.

***Rachel Rice, Managed Account Representative*** – Rachel has 2 years of experience with Galls as an Account Manager creating and managing similar Equip websites and Uniform Programs for departments in, Minnesota, and North and South Dakota.

Contact information: (859) 800-1367 rice-rachel@galls.com

***Chris Carey, Regional Account Executive*** – Chris Carey joined Galls in January 2020 after serving 30 years with the Moorhead Police Department as a Lieutenant. He has a passion for public safety and is excited about learning and growing with Galls in his new role.

Contact information: (701) 219-3282 carey-chris@galls.com

| <b><u>Galls Sales Management Team</u></b> | <b><u>Galls Senior Management Team</u></b> |
|---|--|
| Porter Peeples, Team Leader               | Mike Wessner, CEO                          |
| Justin Ryan, District Sales Manager       | Jim Dugan, CRO                             |
| Chris Medley, Director of Sales           | Adam Hall, Senior Director of Sales        |

**Customer Service:** Galls also has over 40 highly trained support team representatives to assist Fargo Fire Department. Your agency will have the ability to live chat with us, call toll-free, or email for the information they need Monday through Friday from 8am-9pm ET.



City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

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**Broadest Product Selection:**

Galls is Fargo Fire Department's reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader we pride ourselves on having the largest inventory in the industry. However your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand.

**Full Spectrum In-House Uniform Services:**

No one can compare to our full spectrum of in-house customization options for apparel and gear.

**Huge In-Stock Inventory and Rapid Fulfillment:**

Galls has the largest on-hand inventory in the public safety industry – period! This means less backorders, faster service and faster delivery. Galls also has the right inventory to match the market trends, so you are always ordering the latest and best in the industry.

**Brands You Depend on:**

As a public safety professional, your gear has to perform. After all, it may mean the difference between life and death. That's why Fargo Fire Department can count on Galls to offer only top quality products. But we don't do it all alone.

Galls partners with public safety leaders in manufacturing including brands such as Flying Cross, Spiewak, 5.11, Elbeco, Under Armour, Bates and others. We also manufacture private label uniforms, footwear, bags and accessories.





City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

### Order Placement Process (eEquip)

Galls also offers the ability to create customized Online Ordering System ("eEquip") that will meet and exceed the expectations of Fargo Fire Department to offer an additional way to purchase your contracted uniforms and equipment. eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip will allow Fargo Fire Department to manage allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process for Fargo Fire Department. eEquip will notify Fargo Fire Department of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain compliance with Fargo Fire Department delivery requirements.

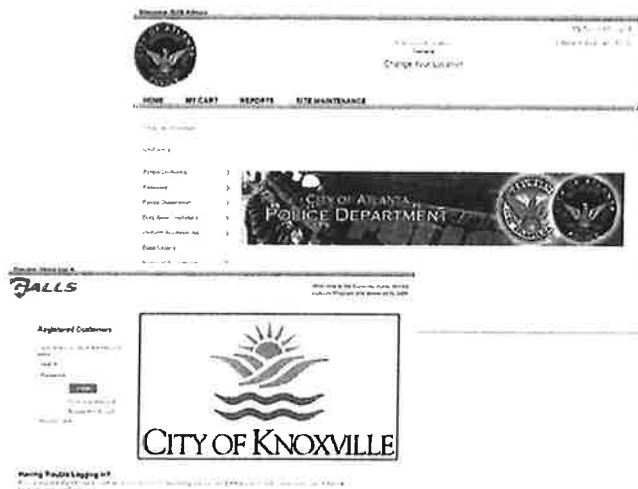
**Galls will make no substitutions on any order unless provided prior approval from Fargo Fire Department.**

The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis.

Galls currently operates more than 3000 eEquip sites nationwide, covering departments and agencies of all sizes between 25 and 100,000 users.

#### eEquip capabilities will include:

- Secure online ordering system
  - Site only accessible by username/password as assigned by Fargo Fire Department
- Mobile device capability
- Fargo Fire Department specific configuration
- Product offering management
  - Fargo Fire Department products only
  - Products by employee group
- Optional shop full catalog feature
- Integrated with Galls ERP system
- Flexible On-Demand Reporting



eEquip Sample Site



City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

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The Galls eQuip web system is an in house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website.

If Fargo Fire Department would like to take advantage of the eQuip system, the website can be live and functional within weeks of award. Compiling the information on the uniform program such as patch application locations, restricted viewing, and acquiring departmental directory names and emails take the most time when setting up a program. If this information is provided expeditiously by the Fargo Fire Department, the timeline to have a functional website dramatically increases. Below is a typical timeline of events when setting up a website.

***Meet or Conference Call with Fargo Fire Department & Galls Sales and Web team to determine deadlines, Uniform configurations, Website Views, System Integration (if needed), and any other important information needed for the system.***

***Galls to begin initial website build which will take between 1-2 weeks.***

***Follow up meeting or conference to roll out the website to Fargo Fire Department administrators or the contract and make any final changes needed before full agency roll out.***

***Galls to make any necessary changes requested which will in most cases can be completed within 1-2 days***

***Final meeting or conference with Galls & Fargo Fire Department to confirm website is complete.***

***If needed, Galls will conduct webinars, a recorded video, or in person training for any Fargo Fire Department personnel that would like training on the website.***

This schedule of events can be modified to better meet the needs of Fargo Fire Department.





City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

### Delivery System

Fargo Fire Department can continue to purchase the items under this contract direct from any Galls location, or if they wish to take advantage of the eQuip system orders placed online can be shipped direct to the end user or to a Galls location for pick up at the store.

Galls will ship all orders via FedEx from our Lexington, KY distribution center. Additional shipping options may be available upon request from Fargo Fire Department.

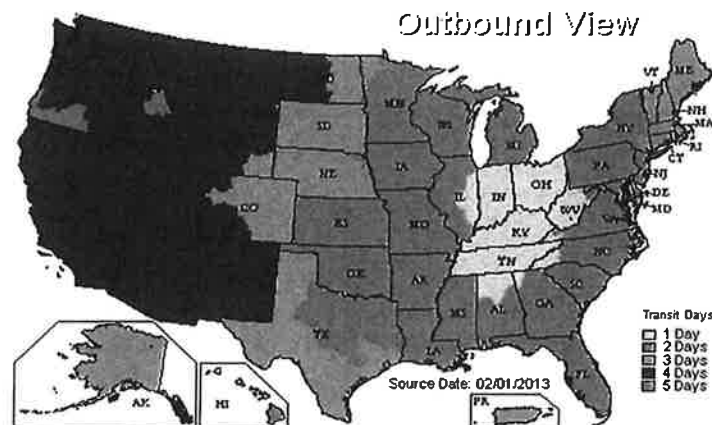
Galls will provide a tracking number with every shipment. Additionally, tracking options will be made available on eQuip.

Delivery time varies nationwide depending on ship method selected when the order is placed. Next business day, 2 day delivery, and 3 day delivery are all options. Delivery times are generally guaranteed with the exception of extreme weather conditions, or carrier's service interruptions.

Hard good items that are in stock ship from Galls the same day and items with customization ship within 3-7 business days. All in-stock items will be delivered within 14 business days ARO.

Body Armor will ship directly from the manufacturer and standard delivery will be 45-60 days ARO.

### FedEx Transit Map:





City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

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### **Accounting System**

Galls bills under Net 30 terms and will work with Fargo Fire Department Department to set up an accounting and invoicing system that will work with your needs.

Galls has a full service "in house" accounting and finance department, and will work closely with the Fargo Fire Department to meet specific needs and make your billing process with Galls seamless.

### *Electronic Billing Options*

Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust.

Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers.

Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

### *Customized Billing Options*

- Can have electronic signature capture of orders picked up at the branch/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

Billtrust or customized invoices (not picked up) have FedEx or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where "shopping for" feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror.

"Invoice notes" entered on eQUIP websites will print on both Billtrust and customized invoices (50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry.



City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

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#### *Invoice Options*

Regular invoicing = 1 order with multiple shipments will = multiple invoices  
Bill Complete invoices = 1 order with multiple shipments = 1 invoice  
Both of the above types are customizable

#### *Frequency Options*

Regular, non-customized invoices from Billtrust are held for 5 days or \$500 (whichever comes first) and then sent automatically.

- Customized invoices are manually generated by Galls team and are generally done bi-monthly or monthly depending on volume
- Statements are once a month
- All can be sent per customer's choice of method to deliver

#### *Sorting Capabilities*

Only the downloadable reports for customized invoices or Billtrust (non-customized invoices) are sortable as they are in excel format.

Invoices that are printed/faxed/emailed are in sales order # and then date completed.

#### **Reporting Capabilities**

Galls has the capability to create a variety of custom reports that will meet the needs of Fargo Fire Department. eEquip gives Fargo Fire Department the ability to easily extract this data and run the reports On-Demand. Below is an example of several reports Galls runs regularly and consistently.

- Allotment Activity Report
- Order History Sales Report
- Itemized Sales Report
- Backorder Report
- Open Direct Ship Report
- Sales by Product Type



City of Fargo- Public Safety Fire  
Department Uniforms  
RFP# 20008  
Galls, LLC Response

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**Pricing**

Please see the attached list of pricing for the products requested by FargoPD

**Pricing provided separately from this document.**

(Remainder of this page intentionally left blank)



|                  |                          |           |
|------------------|--------------------------|-----------|
| Customer:        | City of Fargo Fire Dept. | 1/17/2020 |
| Attn:            | Craig Nelson             | RFP#20008 |
| Rep Name:        | Rachel Rice              |           |
| Acct #:          | 5289514                  |           |
| Qty of Orders:   |                          |           |
| Shipping Charge: | \$                       |           |

| GQ Item#     | Mft Model #        | Description                                      | QTY | Your Price |
|--------------|--------------------|--|-----|------------|
| PANTS/SHORTS |                    |  |     |            |
| TU614        | SPDU27 SPIEWAK N   | Unisex polywool 75/25 internal cargo duty trou   | 1   | \$ 81.52   |
| TU616        | SPDU28 SPIEWAK N   | Unisex polywool 72/25 non-cargo duty trouser     | 1   | \$ 74.07   |
| TR1720       | SBDO30 SPIEWAK N   | Unisex poly cotton rip-stop tactical trousers    | 1   | \$ 70.00   |
| TJ208        | SPDU88 SPIEWAK N   | Unisex poly cotton twill duty trousers           | 1   | \$ 95.53   |
| TU612        | SU322 SPIEWAK NA   | Unisex professional poly non-cargo duty trouse   | 1   | \$ 49.00   |
| SM681        | 81622 CHAMPION N   | Long Mesh Shorts with Pockets & FFD Screenpr     | 1   | \$ 24.00   |
|              | 7791 Champion Nav  | Women's Mesh Shorts with FFD Screenprint Log     | 1   | \$ 24.00   |
| TT061        | SPDU24 SPIEWAK N   | Internal Cargo Shorts with FFD Screenprint Logo  | 1   | \$ 68.98   |
| TR1912       | SPDU25 SPIEWAK N   | Non Cargo Shorts with FFD Screenprint Logo       | 1   | \$ 65.68   |
| TR2399       | P0894 CHAMPION N   | Men's Relaxed Bottom Sweat Pants w/ FFD Scre     | 1   | \$ 25.00   |
| TR2399       | P0894 CHAMPION N   | Women's Relaxed Bottom Sweat Pants w/ FFD S      | 1   | \$ 25.00   |
| TR2400       | P7309 CHAMPION N   | Men's Open Bottom Jersey Pants w/ FFD Scream     | 1   | \$ 25.00   |
| TR2400       | P7309 CHAMPION N   | Women's Open Bottom Jersey Pants w/ FFD Scr      | 1   | \$ 25.00   |
| SHIRTS       |                    |  |     |            |
| SM698        | SPDU80 SPIEWAK N   | Men's Poly/Cotton SS Performance Duty Shirt w    | 1   | \$ 39.24   |
| SM699        | SPDU81 SPIEWAK N   | Womens poly cotton short sleeve performance      | 1   | \$ 39.24   |
| SM700        | SPDU85 SPIEWAK N   | Mens poly cotton long sleeve performance duty    | 1   | \$ 47.50   |
| SM701        | SPDU86 SPIEWAK N   | Womens poly cotton long sleeve performance d     | 1   | \$ 47.50   |
| SR837        | SU310Z SPIEWAK NA  | Mens professional poly short sleeve performan    | 1   | \$ 46.68   |
| SR838        | SU311Z SPIEWAK NA  | Womens professional poly short sleeve perform    | 1   | \$ 46.68   |
| SR839        | SU315Z SPIEWAK NA  | Mens professional long sleeve performance dut    | 1   | \$ 51.36   |
| SR840        | SU316Z SPIEWAK NA  | Womens professional poly long sleeve perform     | 1   | \$ 51.36   |
| SW724        | 71049-724 5.11 NAV | Performance Short Sleeve Polo w/ Embroidered     | 1   | \$ 42.27   |
| SW993        | 61165-724 5.11 NAV | Women's Performance Short Sleeve Polo w/ em      | 1   | \$ 42.27   |
| SW726        | 72049-724 5.11 NAV | Performance Long Sleeve Polo w/ embroidered      | 1   | \$ 44.62   |
| ST443        | 644 REACT TRI-MOL  | Job Shirt w/ Embroidered Patch on Left Chest, P  | 1   | \$ 46.97   |
| FOOTWEAR     |                    |  |     |            |
| SP420        | 2091 ROCKY BLACK   | 7" Men's Paratrooper Side Zip Boot               | 1   | \$ 102.25  |
| FT1191       | 12391 5.11 BLK     | Men's Tactical A.T.A.C. 2.0 8" Side Zip Duty Boo | 1   | \$ 78.58   |
| SP917        | UBBK REDBACK BLA   | Mens/Womens Easy Escape Soft Toe Work Boo        | 1   | \$ 133.33  |
| FW408        | 12032 5.11 BLACK   | Men's Company 2.0 Boot                           | 1   | \$ 91.47   |
| FW1772       | 12404 5.11 BLACK   | Women's A.T.A.C. 2.0 6" Side Zip Boot            | 1   | \$ 78.58   |
| FX071        | FX071 GALLS BLACK  | Women's 5" Quarter Duty Boot                     | 1   | \$ 32.95   |
| FX466        | DEPOT DEER STAG B  | Men's/Women's Slip on Work Shoe                  | 1   | \$ 25.00   |
| FW784        | G1120 GRABBERS B   | Men's Plain Toe Oxford                           | 1   | \$ 42.42   |

|            |                     |   |   |    |        |     |
|------------|---------------------|---|---|----|--------|-----|
| FW783      | G112 GRABBERS BL    | Women's Plain Toe Oxford                          | 1 | \$ | 42.42  |     |
| FW480      | E00941 BATES BLAC   | Men's High Gloss Oxford                           | 1 | \$ | 90.90  |     |
| FW074      | E00742 BATES BLAC   | Women's High Gloss Oxford                         | 1 | \$ | 99.24  |     |
|            |                     | BELTS   |   | \$ | -      |     |
| NP569      | 59551 5.11 BLACK    | 1.5" TDU Belt                                     | 1 | \$ | 13.50  |     |
| LP798      | 6505 BOSTON LEATH   | 1.75" Garrison Belt w/ Gold/Brass & Silver/Nick   | 1 | \$ | 23.68  |     |
| TE041      | 41CQ02BK BLACKHA    | Riggers 1.75" Belt                                | 1 | \$ | 35.50  |     |
| LP839      | 1511 DUTYMAN BLA    | 1.50" Garrison Belt                               | 1 | \$ | 20.30  |     |
|            |                     | HATS/CAPS   |   | \$ | -      |     |
| HW966      | NEW ERA SIZES: SM   | Structured Stretch Cotton Cap w/ Embroidered      | 1 | \$ | 19.68  |     |
| HW426      | 89260 5.11 NAVY     | Tactical Uniform Hat w/ Embroidered Logo on F     | 1 | \$ | 17.82  |     |
| HW1596     | 1318539 UNDER AR    | Tactical Stealth 2.0 Beanie                       | 1 | \$ | 16.67  |     |
| HW717      | CP90 3X GEAR NAVY   | Stocking Cap w/ Front Embroidered "FFD Logo"      | 1 | \$ | 9.98   |     |
| HA709      | 495 RICHARDSON C    | Baseball Cap w/ Embroidered Logo on front/Em      | 1 | \$ | 20.38  |     |
|            |                     | ACCESSORIES                                       |   | \$ | -      |     |
| GL258      | SHG132 GALLS        | Nylon Glove Holder                                | 1 | \$ | 1.41   |     |
| GL371      | MECHANIX HI VIS     | Hi-Vis Original Safety Gloves                     | 1 | \$ | 19.90  |     |
| GL336      | R-347 RINGERS       | Super Cuff Rescue Gloves                          | 1 | \$ | 27.05  |     |
| JA777      | 48073 5.11 NAVY     | Responder Hi-Vis Parka w/ "Fargo Fire" Screenp    | 1 | \$ | 262.69 |     |
| SP586      | 59048 5.11 BLACK    | Level 1 9" Sock                                   | 1 | \$ | 9.97   |     |
| FX715      | 10035 5.11 BLACK    | PT Ankle Sock                                     | 1 | \$ | 11.73  |     |
| HW2879 BLK | 1283116 002 BLACK   | MENS COLDGEAR INFRARED BALACLAVA                  | 1 | \$ | 22.73  | SUB |
| HD622 BLK  | 89430-019           | 5.11 BALACLAVA                                    | 1 | \$ | 16.42  | SUB |
| LP902      | 5481RCE BOSTON L    | Universal Rado Holder                             | 1 | \$ | 34.09  |     |
| RC003      | 6543 BOSTON LEATH   | 1.25" Radio Strap                                 | 1 | \$ | 32.24  |     |
| TS742      | 3X Gear PC55 S/S Na | PC55 S/S Short sleeve t-shirt Screen print logo d | 1 | \$ | 16.73  |     |
| TS739      | 3X Gear PC55 L/S    | PC55 SL/S Screen print logo on rear. Screen pri   | 1 | \$ | 19.26  |     |
| TS587      | TS587               | 5.11 TACTICAL PROFESSIONAL SHORT SLEEVE T-        | 1 | \$ | 32.74  |     |
| TS585      | TS585               | 5.11 TACTICAL PROFESSIONAL LONG SLEEVE T-S        | 1 | \$ | 36.26  |     |
|            |                     |   |   | \$ | -      |     |

Subtotal:

Shipping:

Est. Tax:

Total:



## ***UNDER ARMOUR COLDGEAR BALACLAVA***

*Item# HW2879 | MFG. #: 1283116-002*



- ColdGear Infrared Technology uses a soft, thermo-conductive inner coating to absorb & retain your own body heat
- Form Fitting balaclava construction is light, thin and breathable
- Offers full facial protection that extends below the neck & can convert to a neck gaiter
- Perforations on fabric in front of mouth for enhanced breathability
- Smooth, chafe-free flatlock seam construction for zero distractions
- Polyester/Elastane
- Imported



## **5.11 TACTICAL BALACLAVA**

*Item# HD622 | MFG. #: 89430-019*



- The 5.11® Balaclava, provides the insulation you need with no melt/no drip thermal properties.
- Multi-Use Wearability
- Bartacks at Hinge seams for durability
- Imported
- Moisture Wicking, Quick-Dry Fabric
- 60% Cotton / 40% Cordura Jersey
- Face Panel Shaping for best Fit



**REQUEST FOR PROPOSAL**

**BID RETURN SHEET**

**Due 2:00 p.m., CST, Tuesday, January 21, 2020**

**Vendor Name:** Galls, LLC

Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for bid.

**CITY OF FARGO**


**Non-Kickback and Non-Collusion Affidavit**

I, being of lawful age and a duly authorized agent for Galls, LLC, regarding the attached bid, proposal, or contract with the City of Fargo, North Dakota for public safety fire department uniforms and equipment, do hereby swear/affirm, that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any city official or employee of the City of Fargo as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion between other competitors and any official of the City of Fargo concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the City of Fargo, North Dakota for the above mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer or employee of the City of Fargo or any other person, firm or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

  
\_\_\_\_\_  
**Bidder's Signature**

**Please type or print name and address of bidder**

David Scheele Chief Financial Officer

1340 Russell Cave Rd

Lexington Ky, 40505

**REQUEST FOR PROPOSALS**  
**PUBLIC SAFETY FIRE DEPARTMENT UNIFORMS**  
**CITY OF FARGO, NORTH DAKOTA**  
**NON-KICKBACK AND NON-COLLUSION AFFIDAVIT**

STATE OF Kentucky )  
 )SS  
COUNTY OF Fayette )

On this 8<sup>th</sup> day of January, 20  , before me personally appeared David Schave, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Fayette County, Kentucky, the day and year first above written.

[Signature]  
Signature Notary Public


My Commission expires:



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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: FEBRUARY 5, 2020**

**RE: AGREEMENT FOR SERVICES WITH BRENNAN  
FORWARD FOR CHILD CARE TRAINING, \$150 PER  
HOUR**

The attached Agreement for Services with Brennan Forward is for administration and instruction of Child Care Physical Activity Health Code training regarding childhood nutrition for \$150 per hour.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Agreement for Services with Brennan Forward

DF/lls  
Enclosure



# CONTRACT AGREEMENT FOR SERVICES

**BRENNAN FORWARD**



**Public Health**  
Prevent. Promote. Protect.

Fargo Cass Public Health

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of February 2020, by and between Fargo Cass Public Health ("FCPH"); and Brennan Forward, (Independent Contracting Educator).

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

- A. Term of Agreement:** The parties entered into a written agreement for the date of February 8, 2020.
- B. Services to be provided by independent contractor:** Administration and instruction of Child Care Physical Activity Health Code training, specifically related to childhood nutrition.
- C. Reimbursement:** The contracting consultant shall be reimbursed \$150.00 per hour and submit an invoice.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

**FARGO CASS PUBLIC HEALTH**

By Desi Fleming  
Desi Fleming, Director of Public Health

Date 2/6/2020

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

Date \_\_\_\_\_

**CONSULTANT**

By Brennan Forward  
Brennan Forward, Independent Contractor

Date 1/23/2020

**OFFICE USE:**

Contract Originator: Michelle Draxten

Division: Health Protection and Promotion


Sub Category: Maternal and Child Health Grant



(12)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: FEBRUARY 5, 2020**

**RE: ND DEPARTMENT OF HEALTH FOR HIV PREVENTION  
ACTIVITIES HEALTH DEPARTMENT BASED, CONTRACT NO.  
PF19.088 CFDA NO. 93.940 FOR \$37500.**

The attached grant from North Dakota Department of Health is for a HIV Prevention Activities Program for HIV.HCV Counseling, Testing and Referral (CTR). If you have any questions please contact me at 241-1380.

**Suggested Motion:** Move to approve the HIV Prevention Activities grant

DF/lls  
Enclosure

**Page 82 PURCHASE OF SERVICE AGREEMENT – RESTRICTED FUNDING**NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 59918 (04-2019)

|   |  |  |           |
|---|--|--|-----------|
| Contract Number<br>PF19.088   | CFDA Name<br>HIV Prevention Activities - Health Department Based   | CFDA Number<br>93.940  |           |
| FAIN Number<br>NU62PS92454  | Contract Type (Check One)<br><input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Research | Start Date<br>2/1/2020   |           |
| Federal Award Date<br>12/11/2019  | End Date<br>12/31/2020   |  |           |
| Federal Awarding Agency<br>Department Of Health And Human Services, Centers for Disease Control and Prevention  |  |  |           |
| This contract is not effective, and expenditures related to this contract should not be incurred until all parties have signed this document.   |  |  |           |
| Title of Project/Program<br>HIV.HCV Counseling, Testing and Referral (CTR)  |  | North Dakota Department of Health (NDDoH) Project Code<br>2201 HLH 3370-02 \$31,450 ;HL1239-01 \$6,050 |           |
| Contractor Name<br>Fargo Cass Public Health   |  | Project Director<br>Lindsey VanderBusch  |           |
| Address<br>1240 25th Street South   |  | Address<br>2635 E Main Ave   |           |
| City/State/ZIP Code<br>Fargo, ND 58103  |  | City/State/ZIP Code<br>Bismarck, ND 58505  |           |
| Contact Name<br>Desi Fleming  |  | Contact Name<br>Lindsey VanderBusch  |           |
| Telephone Number<br>701.241.1380  |  | Telephone Number<br>701.328.4555   |           |
| Email Address<br>DFleming@FargoND.gov   |  | Email Address<br>lvanderbusch@nd.gov   |           |
| Amount Awarded  | NDDoH Cost Share<br>\$37,500   | Contractor Cost Share<br>\$0   |           |
| Previous Funds Awarded  | \$0  | \$0  |           |
| Total Funds Awarded   | \$37,500   | \$0  |           |
| Total Costs<br>\$37,500   |  |  |           |
| <b>Scope of Service</b><br>Contractor will provide the following services: (1) Collect blood specimens for rapid HIV/HCV testing for persons at risk for infection; (2) Provide pre-test and post-test counseling to individuals being screened for HIV/HCV at a time and place appropriate for both the client and provider; (3) Collect and provide blood specimens to confirm positive rapid screens to the North Dakota Department of Health-Division of Laboratory Services using the most recent laboratory specimen testing form; (4) Submit the mandatory epidemiologic information on all tests performed within one week of specimen collection via online reporting tool; (5) Provide hepatitis A and hepatitis B vaccinations to individuals who identify a risk factor or are positive for hepatitis C; (6) Provide community outreach testing and education; (7) Provide linkage to medical care services for individuals who are positive for HCV; (8) Follow all requirements as written in the NDDoH Counseling, Testing and Referral Manual; (9) Submit the HIV/HCV Reimbursement Form to the HIV/AIDS Program no later than 15 days after the end of each month via the PRS system; (10) File necessary records consistent with the Maven Security Policy; (11) Conduct evaluative activities as requested by the Department; and (12) Participate in HIV/HCV CTR site meetings, training and other activities as requested. |  |  |           |
| <b>Reporting Requirements</b><br>Monthly expenditure and progress reports are due 15 days after the end of each month. Reimbursement will be processed upon Department approval of expenditure and progress reports. The expenditure report ending June 30, 2020 must be received by July 15, 2020. The final expenditure report ending December 31, 2020 must be received by February 15, 2021. Epidemiologic data must be submitted using the online reporting tool within one week of the specimen collection date for each person tested.   |  |  |           |
| <b>Special Conditions</b><br>Funding for this contract is restricted to 25% of the total award until such time as the Federal Award is received and processed by the Department. During this restriction. Financial obligation of the Department is contingent upon funds being made available by The Centers for Disease Control and Prevention. The Department will send notification to the Contractor when the restriction has been lifted. This notification serves as official documentation and should be filed with the Purchase of Service Agreement for documentation.<br>Allowable expenses are included on the HIV.HCV Reimbursement Form. All contractors with the ability to bill third-party payers for these services are expected to do so as appropriate before requesting reimbursement from the Department. Expenditures incurred related to the scope of service for this agreement will be covered as early as January 1, 2020.   |  |  |           |
| This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum for Purchase of Service Agreements issued by the NDDoH as signed by Contractor for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: <input type="checkbox"/> Requirements Received] and (2) applicable State and Federal regulations.   |  |  |           |
| <b>Evidence of Contractor's Acceptance</b>  |  | <b>Evidence of NDDoH Acceptance</b>  |           |
| Date<br>2/6/2020  | Signature<br>Desi Fleming  | Date   | Signature |
| Typed Name/Title of Authorized Representative<br>Desi Fleming, Director of Public Health  |  | Typed Name/Title of Authorized Representative<br>Kirby Kruger, Section Chief, Medical Services Section |           |
| Date  | Signature  | Date   | Signature |
| Typed Name/Title of Authorized Representative<br>Timothy J. Mahoney, Mayor, City of Fargo   |  | Typed Name/Title of Authorized Representative<br>Brenda M. Weisz, Chief Financial Officer              |           |
| If attachments are referenced, they must be returned with the signed award.<br>If you did not receive attachments as indicated, contact the Program Director identified above.  |  |  |           |



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




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

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## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 24, 2020**

**RE: ND DEPARTMENT OF HEALTH FOR INCREASING TB  
INFECTION IDENTIFICATION AND TREATMENT FOR \$17,820,  
CONTRACT NO. G19.604 NO. 93.116**

The attached grant from North Dakota Department of Health is for the targeted testing for TB infection and treatment.

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

**Suggested Motion:** Move to approve the TB infection and treatment grant

DF/lls  
Enclosure

North Dakota Department of Health

Att: Division of Disease Control

2635 East Main Avenue

Bismarck, North Dakota 58506-5520

## TB SURVEILLANCE

## REQUEST FOR REIMBURSEMENT

Agency Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 State Vendor # \_\_\_\_\_ Contract # \_\_\_\_\_  
 Billing Period \_\_\_\_\_ Mar-19

| BUDGET CATEGORY   | EXPENDITURES THIS PERIOD | CUMULATIVE TO DATE EXPENDITURES | APPROVED BUDGET |
|---|--------------------------|---------------------------------|-----------------|
| Tuberculin Skin Test - Placement/Reading Results                                      | #N/A                     | \$0.00                          |                 |
| T-Spot or IGRA Test: Laboratory Fee Reimbursement                                     | #N/A                     | \$0.00                          |                 |
| Latent TB Infection - Medication Administration, Client Education and Other Follow-Up | #N/A                     | \$0.00                          |                 |
| Travel for Targeted Testing and Treatment Activities                                  | #N/A                     | \$0.00                          |                 |
| Supplies  | #N/A                     | \$0.00                          |                 |
| <b>TOTAL</b>  | <b>#N/A</b>              | <b>\$0.00</b>                   | <b>\$0.00</b>   |
| Less Previous Request for Reimbursements Submitted                                    |                          | #N/A                            |                 |
| <b>Balance Due</b>  |                          | #N/A                            |                 |

I certify that this request accurately reflects expenditures in accordance with an agreement between the above agency and the North Dakota Department of Health. I understand all supporting documents will be kept on file and available for audit.

Agency Approval \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_

**ND Department of Health Approval:**

Program Director \_\_\_\_\_ Date \_\_\_\_\_

Director Disease Control \_\_\_\_\_ Date \_\_\_\_\_

| Amount | Speed chart | Account | Dept | Project ID | Comments                 |
|--------|-------------|---------|------|------------|--------------------------|
| #N/A   | 203394      | 623140  | 2201 | HLH339     | TBSurveillance-Contracts |

**Total Reimbursement**

Voucher ID \_\_\_\_\_ Date \_\_\_\_\_ Acctg Approval \_\_\_\_\_



**NOTICE OF GRANT AWARD – RESTRICTED FUNDING**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 59920 (01-2020)

|   |               |  |  |   |  |
|---|---------------|--|--|---|--|
| Grant Number<br>G19.604   |               | CFDA Name<br>Project Grants and Cooperative Agreements for<br>Tuberculosis Control Programs                    |  | CFDA Number<br>93.116   |  |
| FAIN Number<br>NU52PS910216   |               | Grant Type (Check One)<br><input checked="" type="checkbox"/> Acquisition <input type="checkbox"/><br>Research |  | Grant Start Date<br>1/10/2020                                 |  |
| Grant End Date<br>12/31/2020  |               |  |  |   |  |
| Federal Award Date<br>12/13/2019  |               | Federal Awarding Agency<br>Department Of Health And Human Services, Centers for Disease Control and Prevention |  |   |  |
| This Grant is not effective and expenditures related to this Grant should not be incurred until all parties have signed this document.  |               |  |  |   |  |
| Title of Project/Program<br>Increasing TB Infection Identification and Treatment  |               |  | North Dakota Department of Health (NDDoH) Project Code<br>2201 HLH 3390-01 \$17,820.00                 |   |  |
| Grantee Name<br>Fargo Cass Public Health  |               |  | Project Director<br>Lindsey VanderBusch  |   |  |
| Address<br>1240 25th St S   |               |  | Address<br>2635 E Main Ave   |   |  |
| City/State/ZIP Code<br>Fargo, ND 58103  |               |  | City/State/ZIP Code<br>Bismarck, ND 58505  |   |  |
| Contact Name<br>Desi Fleming  |               |  | Contact Name<br>Lindsey VanderBusch  |   |  |
| Telephone Number<br>701.241.1380  |               |  | Telephone Number<br>701.328.4555   |   |  |
| Email Address<br>dfleming@fargond.gov   |               |  | Email Address<br>lvanderbusch@gmail.com  |   |  |
| NDDoH Cost Share  |               | Grantee Cost Share   |  | Total Costs   |  |
| Amount Awarded  |               | \$17,820   |  | \$0   |  |
| Previous Funds Awarded  |               | \$0  |  | \$0   |  |
| Total Funds Awarded   |               | \$17,820   |  | \$0   |  |
| Indirect Rate (Check One)   |               | <input type="checkbox"/> Subrecipient waived<br>indirect costs   |  | <input checked="" type="checkbox"/> De minimus rate of<br>10% |  |
|   |               |  |  | <input type="checkbox"/> Negotiated/Approved rate of _____%   |  |
| <b>Scope of Service</b><br>Grantee agrees to: 1) direct TB screening activities ONLY to populations determined at high-risk* for TB within their jurisdiction; 2) provide appropriate referral and follow-up for persons identified with latent TB infection; 3) assure that at least 90% of persons identified with TB infection at the agency initiate and complete treatment; 4) conduct all activities in accordance with the Centers for Disease Control and Prevention (CDC) and the ND Department of Health's recommendations and guidelines; 5) conduct all activities with the involvement of health care professionals trained and/or with experience with TB screening procedures; and 6) submit request for reimbursement on a quarterly basis no later than 15 days after the end of each quarter and other documentation as requested by the TB program via the PRS system.   |               |  |  |   |  |
| <b>Reporting Requirements</b><br>Quarterly expenditure and progress reports are due 15 days after the end of each quarter. Reimbursement will be processed upon Department approval of expenditure and progress reports. Expenditure report for the period ending June 30, 2020 must be received by July 15, 2020. The final expenditure report ending December 31, 2020 must be received by February 15, 2021.   |               |  |  |   |  |
| <b>Special Conditions</b><br>Funding for this Grant is restricted to 25% of the total award until such time as the Federal Award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by the Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Grant Award for documentation. *High-risk populations: refugees, migrants, or recent arrivals from high incidence countries high-risk racial/ethnic populations within the jurisdiction the homeless; injection drug users; recent contacts of an active TB case. Residents of high-risk congregate settings (i.e. jail/prison populations, nursing homes (not employees) and other long-term care facilities for the elderly hospitals (not employees) and other health-care facilities (not employees), residential facilities and homeless shelters) and persons with clinical conditions that place them at high-risk (i.e. people living with HIV/AIDS, other immunosuppressive conditions, or persons with abnormal chest x-rays, etc.). |               |  |  |   |  |
| This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received And (2) applicable State and Federal regulations.  |               |  |  |   |  |
| Evidence of Grantee's Acceptance  |               |  | Evidence of NDDoH Acceptance   |   |  |
| Date<br>01/23/2020  | Signature<br> |  | Date   | Signature   |  |
| Desi Fleming/Director of Public Health  |               |  | Typed Name/Title of Authorized Representative<br>Kirby Kruger, Section Chief, Medical Services Section |   |  |
| Date  | Signature     |  | Date   | Signature   |  |
| Timothy J. Mahoney/Mayor, City of Fargo   |               |  | Typed Name/Title of Authorized Representative<br>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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To: Board of City Commissioners

From: Jill Minette, Director of Human Resources JM

Date: February 4, 2020

Re: Airport Director Compensation

In 2019, the compensation for the Airport Executive Director was studied utilizing the Airports Council International Compensation Survey. The recommendation for compensation adjustments, determined through mediation, combines the Municipal Airport Authorities proposal as well as the City of Fargo's Position Evaluation Committee's (PEC) proposals for executive compensation.

The Airport Executive Director's position is proposed to move from grade 23 to grade 24 of the City of Fargo's Official Pay Plan as a market adjustment. The Airport Executive Director will receive an out-of-grade market adjustment to \$189,000 annually retroactive to December 31, 2018. In the future, the Airport Executive Director's compensation will be determined by the new Airport Position Evaluation Committee. Pension contributions for the Airport Executive Director will be based on the new annual salary.

In addition, the director's auto allowance will be \$900 annually (\$34.62 per pay period) effective upon commission approval. The director will be issued a cell phone, eliminating the cell phone allowance.

**Motion:**

To approve the compensation adjustments for the Airport Executive Director as indicated in this memo.

(15)

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources *JM*

Re: Benefit Plan Agreement - Blue Cross Blue Shield of North Dakota

Date: February 5, 2020

Please see the attached Benefit Plan Agreement with Blue Cross Blue Shield of North Dakota (BCBSND). The agreement reflects the renewal terms previously approved for the 2020 plan year and has been reviewed by the Assistant City Attorney.

**RECOMMENDED MOTION:** To approve the Benefit Plan Agreement with Blue Cross Blue Shield of North Dakota (BCBSND).

# **City of Fargo**

**January 1, 2020 through December 31, 2020**

## BENEFIT PLAN AGREEMENT

This Benefit Plan Agreement ("Agreement") is entered into between City of Fargo ("the Plan Sponsor"), City of Fargo ("the Plan Administrator") and Blue Cross Blue Shield of North Dakota ("BCBSND"). Throughout this Agreement, BCBSND is referred to as the "Company."

The Plan Sponsor has established and maintains a fully insured group health plan (the Plan) which provides, among other things, various benefits to Members in the Plan, as set forth in the Certificate of Insurance provided to plan Members. The Plan Administrator is the administrator of the Plan established through this Agreement.

In consideration of payment of required premium and acceptance of applications, the Company enters into this Agreement with the Plan Sponsor and the Plan Administrator. The Company agrees to provide plan Members the benefits set forth in the Certificate of Insurance, in accordance with its terms and conditions. This Agreement also includes the Certificate of Insurance, applications, Identification Cards and any endorsements, supplements, attachments, addenda or amendments.

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

### 1. EFFECTIVE DATE AND PLAN YEAR

This Agreement is effective January 1, 2020, through December 31, 2020, unless terminated as provided in Section 7. TERMINATION.

For the purposes of the costs of any and all benefits and services extended through this Benefit Plan, including the implementation of any benefit changes required under federal or state law, the Plan Administrator agrees that the Plan Year shall commence on January 1, unless it is terminated by one of the parties as specified in Section 7. TERMINATION.

### 2. DEFINITIONS

This section defines the terms used in this Agreement. These terms will be capitalized throughout this Agreement when referred to in the context defined.

- 2.1 **CLAIM** – notification in a form acceptable to the Company that services have been provided or furnished to a Member.
- 2.2 **DATA AGGREGATION** – the combining of Protected Health Information the Company creates or receives for or from the Plan and for or from other health plans or health care providers for which the Company is acting as a business associate to permit data analyses that relate to the Health Care Operations of the Plan and those other health plans or providers.
- 2.3 **HEALTH CARE OPERATIONS** – any of the activities of a health plan to the extent the activities relate to those functions that make it a health plan.
- 2.4 **MEMBER** – the Subscriber and any dependent of a Subscriber or any other person designated by a Subscriber or by the terms of the Plan who is or may become entitled to a benefit under the Plan. The term shall also include any proprietor, partner, or owner of the Plan Sponsor, if any, who is designated by the terms of the Plan who is or may become entitled to a benefit under the Plan. In no case shall the term Member include any person not otherwise entitled to coverage under the terms of the Plan.

For the purposes of determining the various benefits and restrictions or other limitations thereto made available to a Member under the terms of this Agreement, all benefits under any Plan option or tier (and any restrictions or other limitations thereto) made available to or received by a Member shall accumulate toward that Member's benefits and any restrictions and other limitations thereto.

- 2.5 **PAYMENT** – activities undertaken to obtain premiums, determine or fulfill coverage and benefits, or obtain or provide reimbursement for health care services.
- 2.6 **PROTECTED HEALTH INFORMATION (PHI)** – individually identifiable health information, including summary and statistical information, collected from or on behalf of a Member that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
- A. is created by or received from a Health Care Provider, health care employer, or health care clearinghouse;
  - B. relates to a Member's past, present or future physical or mental health or condition;
  - C. relates to the provision of health care to a Member;
  - D. relates to the past, present, or future payment for health care to or on behalf of a Member; or
  - E. identifies a Member or could reasonably be used to identify a Member.

Educational records and employment records are not considered PHI under federal law.

- 2.7 **SECURITY INCIDENT** – any attempted or successful unauthorized access, use, disclosure, modification, or destruction of a Member's electronic PHI or interference with the Company's system operations in the Company's information systems.
- 2.8 **STANDARD TRANSACTIONS** – health care financial or administrative transactions conducted electronically for which standard data elements, code sets and formats have been adopted in accordance with federal or state law.
- 2.9 **SUBSCRIBER** – any employee of the Plan Sponsor who is or may become eligible to receive a benefit under the Plan. The term includes all common law employees as well as any proprietors, partners, or other owners who work for the Plan Sponsor, if any, and who are otherwise entitled to coverage under the Plan. Notwithstanding the above, in no case shall the term Subscriber include any person not otherwise entitled to coverage under the terms of the Plan.
- 2.10 **SUCCESSFUL SECURITY INCIDENTS** – Security Incidents that result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- 2.11 **UNSUCCESSFUL SECURITY INCIDENTS** – Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

### 3. **PREMIUMS**

- 3.1 All premiums are due and payable before the first of the month. If premiums are not received before the date due, a grace period of 31 days is allowed. The Plan Administrator remains responsible for payment of any premium due during the grace period. If the Plan Administrator provides written notice of cancellation during the grace period, the Plan Administrator will be charged a pro rata premium.
- 3.2 The Company will advise the Plan Administrator of any change in required premium at least 31 days prior to the anniversary date of this Agreement, unless otherwise specifically agreed to by the parties. In addition, the Company reserves the right, upon providing at least 31 days notice, to change the required premium in response to any change in the rate of insurance premium tax assessed by the state of North Dakota or if the Plan Administrator should choose to offer a dual choice option.

## 3.3 Health Premiums:

|                | Individual<br>Coverage | Parent<br>and Child<br>Coverage | Parent<br>and Children<br>Coverage | Two Person<br>Coverage | Family<br>Coverage |
|----------------|------------------------|---------------------------------|------------------------------------|------------------------|--------------------|
| BlueAccess 500 | \$515.90               | \$1,248.30                      | \$1,248.30                         | \$1,248.30             | \$1,248.30         |

4. **PRIVACY USE AND DISCLOSURE RESPONSIBILITIES**4.1 **RESPONSIBILITIES OF THE COMPANY****A. Privacy of Protected Health Information (PHI)**

1. The Company will keep confidential all Claim records and all other PHI the Company creates or receives in the performance of its duties under this Agreement. Except as permitted or required by this Agreement for the Company to perform its duties under this Agreement, the Company will not use or disclose such Claim information or other PHI without the authorization of the Member who is the subject of such information or as required by law.
2. The Company will neither use nor disclose Members' PHI (including any Members' PHI received from a business associate of the Plan) except (1) as permitted or required by this Agreement, (2) as permitted in writing by the Plan Administrator, (3) as authorized by Members, or (4) as required by law.
3. The Company will be permitted to use or disclose Members' PHI only as follows:
  - a. The Company will be permitted to use and disclose Members' PHI (a) for the management, operation and administration of the Plan that the Plan Administrator offers Members, and (b) for the services set forth in the Plan, which include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined under federal law. The Company also may de-identify PHI it obtains or creates in the course of providing services for the Plan Administrator.
    - (1) The Company will be permitted to use Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities.
    - (2) The Company will be permitted to disclose Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities only if (i) the disclosure is required by law, or (ii) before the disclosure, the Company obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written Agreement, that the entity will hold Members' PHI in confidence, use or further disclose Members' PHI only for the purposes for which the Company disclosed it to the entity or as required by law, and notify the Company of any instance the entity becomes aware of where the confidentiality of any Members' PHI was breached.
  - b. The Company will make reasonable efforts to use, disclose, or request only a limited data set where practical. Otherwise, the minimum necessary amount of Members' PHI to accomplish its intended purpose.
4. Other than disclosures permitted by Section 4.1(A)3, the Company will not disclose Members' PHI to the Plan Administrator or to the Plan's business associate except as directed by the Plan Administrator in writing.



5. The Company will require each subcontractor and agent to which the Company is permitted by this Agreement or in writing by the Plan Administrator to disclose Members' PHI to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Members' PHI as this Agreement applies to the Company.
6. The Company will not disclose any Members' PHI to the Plan Sponsor, except as permitted by and in accordance with Section 4.1(A)3.

7. **Disposition of Protected Health Information**

The parties agree that upon termination, cancellation, expiration or other conclusion of this Agreement, the Company will return or destroy all PHI received or created by the Company on the Plan Administrator's behalf as soon as feasible. Due to various regulatory and legal requirements, the Plan Administrator acknowledges that immediate return or destruction of all such information is not feasible. The Company agrees that upon conclusion of this Agreement for any reason, it will use or disclose the PHI it received or created on the Plan's behalf only as necessary to meet the Company's regulatory and legal requirements and for no other purposes unless permitted in writing by the Plan Administrator. The Company will destroy PHI received or created by the Company on the Plan Administrator's behalf that is in the Company's possession under such circumstances and upon such schedule as the Company deems consistent with its regulatory and other legal obligations.

These responsibilities agreed to by the Company and related to protecting the privacy and safeguarding the security of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and, where applicable, shall govern the Company's receipt, use or disclosure of PHI pursuant to the terms of this Agreement.

8. The Company will meet all obligations imposed upon it by the HIPAA Privacy Rule.

**B. Information Safeguards**

1. The Company will maintain reasonable and appropriate administrative, technical and physical safeguards to protect the privacy of Member PHI. The safeguards must reasonably protect Member PHI from any intentional or unintentional use or disclosure in violation of federal law and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
2. The Company will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI the Company creates, receives, maintains, or transmits on behalf of the Plan Administrator as required by federal law.

**C. Inspection of Books and Records**

The Company will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Plan Administrator available to the U.S. Department of Health and Human Services to determine compliance with federal law or this Agreement.

- D. The Company will prepare and distribute a notice of privacy practices appropriate for the Plan to meet its notice obligations under federal law. The Plan Administrator authorizes the Company to disclose the minimum necessary PHI to the Plan Sponsor for plan administration functions specified in the Plan documents as amended.

**E. Information Privacy and Safeguard Provisions Survive Termination of Agreement**

These responsibilities agreed to by the Company and related to protecting the privacy of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and where applicable, shall govern the Company's receipt and use of PHI obtained pursuant to the terms of this Agreement.

**4.2 RESPONSIBILITIES OF THE PLAN SPONSOR**

- A. The Plan Sponsor retains full and final authority and responsibility for the Plan and its operation. The Company is empowered to act on behalf of the Plan only as stated in this Agreement or as mutually agreed in writing by the Plan Sponsor and the Company.
- B. The Plan Sponsor will have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirements, that may apply to the Plan. The Company will have no responsibility for or liability with respect to the Plan's compliance or noncompliance with any applicable federal, state, or local law, rule, or regulation.

If the Group offers a high deductible health plan, the Plan Sponsor assumes sole responsibility for determining whether the Plan qualifies as a high deductible health plan under Section 223(c)(2) of the U.S. Internal Revenue Code. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PLAN.

If the Group offers a high deductible health plan, the Company does not provide legal or tax advice, and expressly disclaims responsibility for determining, on behalf of any individual or group, the legal and tax implications of: (1) establishing a health savings account; (2) eligibility for a health savings account; (3) the contributions made to a health savings account; (4) the deductibility of contributions to a health savings account; and (5) withdrawals from a health savings account and related taxation.

- C. By executing this Agreement, the Plan Sponsor certifies to the Company that its Plan documents have been amended to incorporate the provisions required by and under federal law, and agrees to comply with the Plan Administrator's plan documents.

The Company may rely on Plan Sponsor's certification and Plan Administrator's written authorization, and will have no obligation to verify (1) that the Plan Administrator's plan documents have been amended to comply with the requirements of federal law or this Agreement or (2) that the Plan Sponsor is complying with the Plan Administrator's plan document as amended.

- D. By executing this Agreement, the Plan Sponsor also certifies to the Company that its Plan does not contain a waiting period, as defined under applicable federal HIPAA portability regulations, exceeding 60 days. The Plan Sponsor acknowledges that the Company will rely on the Plan Sponsor's certification and that the Plan Sponsor shall have a continuing obligation to immediately notify the Company if any revisions are made to the Plan's waiting period.

**5. INTER-PLAN ARRANGEMENTS**

BCBSND has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever a Member accesses health care services outside of the geographic area BCBSND serves, the claim for those services may be processed through one of these Inter-Plan Arrangements and presented to BCBSND for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically when accessing care outside the geographic area BCBSND serves, a Member obtains care from health care providers that have a contractual agreement ("participating health care providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, a Member may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating health care providers") with a Host Blue. BCBSND remains responsible for fulfilling its contractual obligations to the Plan Administrator. BCBSND payment practices in both instances are described below.

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits and vision care benefits (except when paid as medical claims/benefits), and those prescription drug benefits that may be administered by a third party contracted by BCBSND to provide the specific service or services.

**A. BlueCard® Program**

The BlueCard Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating health care providers. The financial terms of the BlueCard Program are described generally below.

**Liability Calculation Method Per Claim:**

Unless subject to a fixed dollar copayment, the calculation of Member liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the Host Blue's participating health care provider's billed charges or the negotiated price made available to BCBSND by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's health care provider contracts. The negotiated price made available to BCBSND by the Host Blue may represent one of the following:

1. the actual price. An actual price is a negotiated rate of payment without any other increases or decreases; or
2. an estimated price. An estimated price is a negotiated rate of payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
3. an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by BCBSND in determining premiums.

**B. Value-Based Programs**

BCBSND has included a factor for bulk distributions from Host Blues in the Plan Administrator's premium for Value-Based Programs when applicable under this Agreement. "Value-Based Program" means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local health care providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

**C. Return of Overpayments**

Under the Inter-Plan Arrangements, recoveries from a Host Blue or from participating health care providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts, which generally require correction on a claim-by-claim or prospective basis. The fees of such a third party may be charged to the Plan Administrator as a percentage of the recovery.

**D. Federal/State Taxes/Surcharges/Fees**

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, BCBSND will include any such surcharge, tax or other fee in determining premiums.

**E. Nonparticipating Health Care Providers Outside the BCBSND Service Area**

**1. Member Liability Calculation**

When Covered Services are provided outside of BCBSND's service area by nonparticipating health care providers, the amount the Member pays for such services will generally be based on either the Host Blue's nonparticipating health care provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and the payment BCBSND will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services are governed by applicable federal and state law.

**2. Exceptions**

In certain situations, BCBSND may pay claims based on the payment BCBSND would make if the Covered Services had been obtained within the BCBSND service area. Such situations include where a Member did not have reasonable access to a participating health care provider, as determined by BCBSND in its sole and absolute discretion or by applicable state law. In other situations, BCBSND may pay such a claim based on the payment BCBSND would make if BCBSND were paying a nonparticipating health care provider inside of BCBSND's service area (as described in the Member's Certificate of Insurance) where the Host Blue's corresponding payment would be more than BCBSND's payment to a nonparticipating health care provider within the BCBSND service area. BCBSND may also in its sole and absolute discretion, negotiate a payment with such a health care provider on an exception basis. In any of these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and payment BCBSND will make for the Covered Services as set forth in this paragraph.

**F. Blue Cross Blue Shield Global Core**

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands ("BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

**1. Inpatient Services**

In most cases, if a Member contacts the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require the Member to pay for covered inpatient services, except for Cost Sharing Amounts. In such cases, the hospital will submit the Member's claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services.

**2. Outpatient Services**

Physicians, urgent care centers and other outpatient health care providers located outside the BlueCard service area will typically require a Member to pay in full at the time of service. The Member must submit a claim to obtain reimbursement for Covered Services.

**3. Submitting a Blue Cross Blue Shield Global Core Claim**

When a Member pays for Covered Services outside the BlueCard service area, the Member must submit a claim to obtain reimbursement. For institutional and professional claims, the Member should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the health care provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSND, the Blue Cross Blue Shield Global Core Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).

**6. RETROSPECTIVE DISCOUNT PAYMENT**

Regarding prescription medications or drugs purchased by Members under the terms of the Plan, the Company will pay the amount due to the pharmacy (or other prescription drug retailer) under the terms of the pharmacy provider participating agreement. The amount due to the pharmacy under the terms of the pharmacy provider participating agreement is that which is due at the time the prescription medication or drug is purchased by the Member. The amount due to the pharmacy under the pharmacy provider participating agreement is calculated without regard to any subsequent, retrospective manufacturer discount that may apply to the cost of the prescription medication or drug. The Plan Administrator acknowledges and agrees that, in some cases but not all, drug manufacturers may offer retrospective discounts to the Company on prescription medications and drugs purchased under the terms of the Plan. If a drug manufacturer makes a retrospective discount payment available, the Plan Administrator acknowledges and agrees that a portion of any such retrospective discount may be retained by an entity that performs manufacturer discount program services on behalf of the Company under the terms of this Agreement. The Plan Administrator further acknowledges and agrees that, when made available by the drug manufacturer, another portion of the retrospective discount payment is retained by the Company. In its sole discretion, the Company may periodically refund to the Plan all or part of any rebate payments received. The calculation of any refund rests in the sole discretion of the Company.

**7. TERMINATION**

- 7.1 This Agreement will automatically terminate without notice on the last day of the month in which the grace period expires if premiums are not paid within the grace period. In the event of termination for nonpayment of premiums, reinstatement of this Agreement will be at the sole discretion of and subject to conditions established by the Company. The Plan Administrator assumes any obligation to provide notice to all Subscribers regarding termination of this Agreement due to nonpayment of premiums.

- 7.2 This Agreement may be terminated by the Plan Administrator providing the Company with written notice of termination at least 31 days in advance of the requested date of termination. Termination will be effective on the last day of the month. If the requested date of termination is other than the last day of the month, termination will be effective the last day of the month of the requested date of termination.
- 7.3 In the event of a breach by either party, other than for nonpayment of premium, the other party may terminate this Agreement by written notice to the breaching party. The breaching party has 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Agreement will immediately terminate.
- 7.4 The Plan Administrator will have the right to terminate this Agreement if the Company has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Company's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Plan Administrator, fails to take reasonable steps to cure the breach or end the violation.

If the Company fails to cure the material breach or end the violation after the Plan Administrator's notice, the Plan Administrator may terminate this Agreement by providing the Company written notice of termination setting forth the uncured material breach or violation serving as the basis for the termination and specifying the effective date of the termination.

- 7.5 The Company may decide to discontinue offering the Benefit Plan that is the subject of this Agreement, or all of its group health benefit plans including the Benefit Plan that is the subject of this Agreement, at any time. If the Benefit Plan that is the subject of this Agreement is discontinued, the Company will provide the Plan Administrator and Subscribers with at least 90 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice. The Plan Administrator will be given the option to purchase any other group health benefit plans currently offered by the Company in the market. If all group health benefit plans are discontinued including the Benefit Plan that is the subject of this Agreement, the Company will provide the Plan Administrator and Subscribers with at least 180 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice.

## **8. GENERAL PROVISIONS**

- 8.1 The Plan Administrator agrees to furnish the Company with any information required by the Company for the purpose of enrollment. Any change affecting a Member's eligibility must be provided to the Company immediately, but in any event the Plan Administrator will notify the Company of any changes in a Member's eligibility within 31 days of the change. The Plan Administrator acknowledges and agrees that in the event there are premium payments made to the Company by the Plan Administrator based upon a failure by the Plan Administrator to notify the Company of any changes in enrollment or eligibility within 31 days of the change, the Company may retain any and all premium payments made by the Plan Administrator as consideration for the Company's administrative costs and burden incurred by said failure to notify the Company of the change.
- 8.2 The Plan Administrator acknowledges that the administration of the Benefit Plan that is the subject of this Agreement may be subject to regulation under federal and/or state law. The Plan Administrator agrees to furnish the Company with any and all information necessary to comply with any applicable federal and/or state laws and to certify that this information is accurate. If there are any changes in the employer contribution rate for benefits and services available under this Agreement, the Plan Administrator agrees that it is its obligation to provide information related to the change in contribution rates immediately to the Company.

- 8.3 The Plan Administrator agrees to abide by all underwriting requirements established by the Company as these underwriting requirements relate to, including but not limited to, rating factors, the minimum participation of eligible Members, minimum employer contributions, reporting employer contribution rates and provider network restrictions, as permitted and restricted under federal and/or state laws.
- 8.4 The Company will provide formal policy and procedure guidelines to the Plan Administrator for the conduct of external audits or reviews commissioned by the Plan Administrator. The Company shall cooperate with all external audit or review teams.
- The Plan Administrator shall provide the Company with the scope and requirements of any audit or review prior to the commencement of the audit or review. If a sample of claims is required, the Company will provide the Plan Administrator with a statistically valid computerized sample of claims.
- All audit or review findings shall be discussed with the Company upon discovery to allow further investigation or implementation of corrective action.
- All Member records shall be kept confidential and considered proprietary. Such records shall be available for audit or review only after disclosure statements have been signed by the external audit or review team to ensure the information remains confidential and is utilized for the stated purpose only. If any records are removed from the Company's office for purposes of the audit or review, approval must be granted. All records will be subject to the minimum necessary requirements.
- 8.5 No change in this Agreement is valid unless approved by the President and Chief Executive Officer of BCBSND and a designated representative of the Plan Administrator.
- 8.6 Where federal law is not applicable, this Agreement shall be governed by and construed according to the laws of the state of North Dakota.
- 8.7 Any notice required under this Agreement shall be in writing and shall be effective when delivered in person or sent by certified mail to a party at its respective address.
- 8.8 The Plan Administrator hereby expressly acknowledges and understands that BCBSND is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSND to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that BCBSND is not contracting as an agent of the Association. The Plan Administrator further acknowledges and agrees this legal agreement was not entered into based upon representations by any person or entity other than BCBSND and that no person, entity, or organization other than BCBSND shall be held accountable or liable to the Plan Administrator for any of BCBSND's obligations to the Plan Administrator created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSND other than those obligations created under other provisions of this agreement.
- 8.9 It shall be the sole responsibility of the Plan Administrator to distribute Certificates of Insurance to Subscribers of the Plan and to advise Members of their rights under ERISA, including, but not limited to claims appeals procedures. In the event a claim is paid due to the Certificate of Insurance not being distributed to the Subscriber, the Plan Administrator shall be liable for all such claims. The Certificate of Insurance is not the Summary Plan Description but contains some of the information that the Plan Administrator may deem essential for inclusion in the Summary Plan Description. The Plan Administrator has the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including the creation and distribution of a Summary Plan Description.

- 8.10 If the Plan Administrator has a digital or online version of the Certificate of Insurance available to its employees, the Plan Administrator agrees that it will not alter, modify or change the language of the Certificate of Insurance, and further agrees the Certificate of Insurance, attached as Exhibit A, will be the controlling document in the event of any conflict or liability that might arise as the result of any alterations, modifications or changes made by the Plan Administrator. In the event a claim is paid based on the Plan Administrator's digital or online Certificate of Insurance, the Plan Administrator is liable for all such claims. The Plan Administrator further agrees that no waiver of this agreement is valid unless in writing and approved by the Company.
- 8.11 The Company will prepare Summaries of Benefits and Coverage for distribution to applicants and Members by the Plan Administrator so that the Company, the Plan and the Plan Administrator may all satisfy related disclosure obligations under federal law. It shall be the sole responsibility of the Plan Administrator to distribute the Summaries of Benefits and Coverage in accordance with federal law, and the Plan Administrator acknowledges and agrees that the Company will rely upon the Plan Administrator for compliance with the requirements for distribution of the Summaries of Benefits and Coverage to applicants and Members.
- 8.12 Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Agreement, this Agreement will automatically amend such that the obligations imposed on the Plan Sponsor, the Plan Administrator and the Company remain in compliance with such regulations, unless the Company elects to terminate this Agreement by providing the Plan Sponsor and the Plan Administrator notice of termination in accordance with this Agreement at least thirty-one (31) days before the effective date of such final regulation or amendment to final regulations.
- 8.13 When coverage under this Agreement is terminated, BCBSND will, within a reasonable period of time, issue a notification of termination of coverage to the Subscriber. Upon notification by the Subscriber of the ineligibility of a dependent, a notification of termination of coverage will be issued to the affected Member within a reasonable period of time. Termination notices may also be obtained from BCBSND upon request within 24 months after coverage is terminated.

9. **INDEMNIFICATION CLAUSE**

Each party agrees to indemnify and hold harmless the other party for all causes of action, suits, claims, judgments, settlements, liabilities, damages of any kind, penalties, losses, expenses, court costs and attorneys' fees resulting from or arising out of any duty under this Agreement, if the liability was the consequence of the actions of the indemnifying party.

10. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.



11. **INCORPORATION STATEMENT**

The attached Certificate of Insurance is incorporated herein by reference.

**CITY OF FARGO**  
**GROUP HEALTH PLAN (PLAN ADMINISTRATOR)**  
225 4th Street North  
Fargo, North Dakota 58102

**BLUE CROSS BLUE SHIELD OF NORTH DAKOTA\***  
4510 13th Avenue South  
Fargo, North Dakota 58121

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



Title: \_\_\_\_\_

Its President and CEO

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

December 27, 2019

**CITY OF FARGO**  
**(PLAN SPONSOR)**  
225 4th Street North  
Fargo, North Dakota 58102

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

Title: \_\_\_\_\_

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

Benefit Plan Agreement  
01/01/2020 – 12/31/2020  
253973

\*An Independent Licensee of the Blue Cross and Blue Shield Association.

## **Exhibit "A"**

# **FARGO POLICE DEPARTMENT**

222 Fourth Street North, Fargo, North Dakota 58102

January 22, 2020

(16)

Board of City Commissioners  
City Hall  
Fargo, ND 58102  
RE: Ring Power Rook Ballistic Tactical Vehicle

Dear Commissioners:

The Fargo Police Department has applied for and been awarded a grant from the ND Department of Emergency Services to purchase a NIJ Level IV Armored Critical Incident Vehicle for our Regional SWAT Team. The amount of this grant is \$377,000 and the grant number is CFDA# 97.067 Homeland Security Grant Program.

The Fargo Police Department/RRV SWAT has been awarded grant funding for the purchase a Rook Critical Incident Vehicle. The new NIJ Level IV Critical Incident Vehicle will sustain our existing regional team's core capabilities. The Critical Incident Vehicle will support core capabilities of protection, response, prevention, mitigation and recovery to a terrorist attack by allowing tactical team members access to a mobile piece of ballistic protection that increases our tactical options when responding to a critical incident. Recovery and response efforts will be conducted more safely and quicker than our current capability, which may result in the prevention of further attacks or harm to the regional community. This new Ballistic Critical Incident Vehicle will assist in filling a capability gap that will sustain efforts to provide emergency services to the regional community.

The Fargo Police Department would like to issue a 'Notice of Intent' to make a Non-Competitive Purchase, to notify the public of its intent to make a non-competitive (sole source) purchase. This notice would be listed on the City of Fargo website and in the Fargo Forum. This notice will run for 10 calendar days after the date issued. The Fargo Police Department will respond in writing to any interested parties.

On January 27, 2020, the Finance Committee gave sole source approval for this process. The sole source approval number is SSP20040.

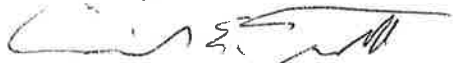
Title of Grant Program – FY 19 State Homeland Security Grant Program  
Federal Award Identification Number – EMW – 2019 – SS – 000033 – S01  
CFDA # - 97.067 Homeland Security Grant Program

## **Recommended Motion:**

*The Fargo Police Department would like to move forward with the City of Fargo and State of North Dakota sole source procurement purchasing process.*

Please contact me if you have any questions or concerns.

Sincerely,



David E. Todd  
Chief of Police



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Ring Power Corporation

Estimated Dollar Amount of Purchase:

\$384,000

The project/service is required to:

The Fargo PD/RRV SWAT has been awarded grant funding for the purchase of a Rook Critical Tactical Vehicle. This will support core capabilities of our regional SWAT Team of protection, response, prevention, mitigation and recovery to a terrorist attack.

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

NIJ Level IV Armored Caterpillar Multi-Terrain Loader.  
Cab with A/C, 2-speed, self level, dual level suspension undercarriage, advanced machine information and control system.  
Hydraulic Breaching Ram w/ 4 low light cameras and chemical agent delivery system.  
Crapple Claw that has 4,500 lbs lift capacity.  
Vehicle Extraction Tool.  
Armored Personnel Platform that allows for second story operations.  
Big Tex 3XGN Trailer  
Wireless Remote Control with 1000 ft line of site control.

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

The RRV/SWAT Team has done comprehensive research to determine if any other NIJ Level IV Tactical vehicles are available. Through internet searches, trade show attendance, and consultation with industry members we have not been able to identify any other options.

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

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

None Available.

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

Signature: \_\_\_\_\_  
(Requestor)

Printed Name: Lt. William Ahlfeldt

Department: Fargo Police Department

Title: Lieutenant

Date: 01/22/2020

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

wa (Requestor initials)

February 10, 2020

Honorable Board of City Commissioners  
City Hall  
225 4<sup>th</sup> St N, Fargo, ND 58102

Commissioners:

Through the RFP process, rates were secured for five (5) forestry related contracted services. City commission previously approved the agreements along with the option to negotiate and extend additional seasons.

Current agreement status:

1. Tree Removal - 2020 will be season 5 of a 5-year agreement (Cougar Tree Care, Inc.)
2. Stump Removal - 2020 will be season 5 of a 5-year agreement (Cougar Tree Care, Inc.)
3. Landscape Maintenance Services – 2020 will be season 4 of a 5-year agreement (All-Terrain Grounds Maintenance)
4. Tree Injection – 2020 will be season 2 of a 5-year agreement (Paul Bunyan Nurseries)
5. Brush Chipping - 2020 will be season 2 of a 5-year agreement (Cougar Tree Care, Inc.)

| <u>Activity/Service</u> | <u>2019 rate</u>                     | <u>2020 proposed rates</u> |
|-------------------------|--------------------------------------|----------------------------|
| Tree Removal            | \$16.73 per diameter inch            | \$17.23 (3% increase)      |
| Stump Removal           | \$98.76 per stump                    | \$101.72 (3% increase)     |
| Landscape Maintenance   | \$1810 bi-weekly                     | \$1890                     |
| Tree Injection          | \$9.25 (med. rate) per diameter inch | no change                  |
| Brush Chipping          | \$96.00 per hour                     | \$98.88 (3% increase)      |

Considering last year's numbers, approximate increases would be - \$3000 for tree removals, \$700 for stump removals, \$1100 for landscape maintenance, and \$3400 for brush chipping.


The 2020 forestry budget can support the proposed rate changes.

**Recommended motion:**

**Move to approve 2020 contracted forestry services agreements with Cougar Tree Care, Inc. for tree and stump removal (RFP18090), All-Terrain Grounds Maintenance for landscape bed maintenance (RFP17025), Paul Bunyan Nurseries for injection services (RFP19008), and Cougar Tree Care, Inc. for brush chipping services (RFP19038).**

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl, City Forester

Cc: Ben Dow

Bruce Grubb

Kent Costin

Commission 2020 contract agreements.doc



**Tree and Stump Removal Services - 2020**

**I. Agreement**

This agreement is between the City of Fargo (City) and Cougar Tree Care, Inc. (Contractor) to provide tree and stump removal services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2020.

**II. Scope of Services Summary**

Work shall include all labor, materials, equipment, supplies and services required for the removal of trees and stumps in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

**III. Responsibility of the City**

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

**IV. Contractor's Compensation and Method of Payment**

Partial billing is acceptable at any time. Contractor may be subject to Liquidated Damages per the latest version of the City of Fargo Standard Specification for Construction for removals not completed within the allowed time frame.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

**VIII. Contractor Records**

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

**IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

This agreement constitutes the entire agreement between the parties.

**XIII. Law**

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

**XIV. Time of the Essence**

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

**XV. Third Parties**

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

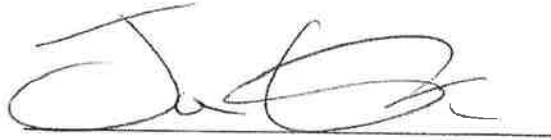
**XVI. Headings**

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

**IN WITNESS WHEREOF**, the undersigned enter into this agreement.

Date: 1-29-2020

CONTRACTOR

A handwritten signature in black ink, appearing to read 'J. Danielson', written over a horizontal line.

By: James Danielson

Its: President

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

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

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

ATTEST:

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

**Landscape Maintenance Services - 2020****I. Agreement**

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 15, 2020. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional year provided the negotiated extension is signed by parties on or before February 15<sup>th</sup> of the contract year.

**II. Scope of Services Summary**

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, and collecting and removing debris. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

**III. Responsibility of the City**

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

**IV. Contractor's Compensation and Method of Payment**

City will compensate Contractor per bi-weekly price. Invoices for each location shall be submitted monthly.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

**VIII. Contractor Records**

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

**IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

This agreement constitutes the entire agreement between the parties.

**XIII. Law**

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

**XIV. Time of the Essence**

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

**XV. Third Parties**

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

**XVI. Headings**

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 1/13/2020

CONTRACTOR

All Terrain Grounds Maintenance

Matt Langemo

By: Matt Langemo

Its: Customer Relations Manager

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

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

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

ATTEST:

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

## **Tree Injection Services - 2020**

### **I. Agreement**

This agreement is between the City of Fargo (City) and Paul Bunyan Nurseries (Contractor) to provide tree injection services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2020. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for three (3) additional one (1) year extensions, provided the negotiated extension is signed by parties on or before February 15<sup>th</sup> of the contract year.

### **II. Scope of Services Summary**

Work shall include all labor, materials, equipment, supplies and services required for tree injection in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

### **III. Responsibility of the City**

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

### **IV. Contractor's Compensation and Method of Payment**

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

### **V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

### **VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

### **VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

### **VIII. Contractor Records**

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

**IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

This agreement constitutes the entire agreement between the parties.

**XIII. Law**

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

**XIV. Time of the Essence**

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

**XV. Third Parties**

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.

**XVI. Headings**

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.



IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 02-04-2020

CONTRACTOR

JDC Tree Farm, Inc.  
dba Paul Bunyan Tree Nursery

A handwritten signature in dark ink, appearing to read "Steven Kiemele", is written over a horizontal line.

By: Steven Kiemele

Its: CFO

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

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

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

ATTEST:

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

## **Residential Curbside Brush Chipping Operations - 2020**

### **I. Agreement**

This agreement is between the City of Fargo (City) and Cougar Tree Care, Inc. (Contractor) to provide brush-chipping services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2020. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for three (3) additional one (1) year extensions, provided the negotiated extension is signed by parties on or before February 15<sup>th</sup> of the contract year.

### **II. Scope of Services Summary**

Work shall include all labor, materials, equipment, supplies and services required for brush chipping operations in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

### **III. Responsibility of the City**

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

### **IV. Contractor's Compensation and Method of Payment**

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

### **V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

### **VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

### **VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Commercial General Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

### **VIII. Contractor Records**

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

### **IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

This agreement constitutes the entire agreement between the parties.

**XIII. Law**

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

**XIV. Time of the Essence**

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

**XV. Third Parties**

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.

**XVI. Headings**

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

**IN WITNESS WHEREOF**, the undersigned enter into this agreement.

Date: 1-29-2020

**CONTRACTOR**

A handwritten signature in black ink, appearing to read 'James Danielson', written over a horizontal line.

By: James Danielson

Its: President

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

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

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

**ATTEST:**

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

February 4, 2020

The Honorable Board of City Commissioners  
City of Fargo  
225 N 4<sup>th</sup> St  
Fargo, North Dakota 58102

**RE:** RFP 20013 for Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials

Commissioners:

On January 28, 2020, proposals were received for Water Main Materials, Miscellaneous Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials. Totals for each section are calculated by individual unit costs. The totals for each section are added to calculate the total price.

The results are as follows:

| <u><b>DSG Waterworks</b></u>    | <u><b>Ferguson Waterworks</b></u> | <u><b>Core and Main</b></u>     |
|---------------------------------|-----------------------------------|---------------------------------|
| <b>Section 1:</b> \$ 5,867.28   | <b>Section 1:</b> \$ 5,741.39     | <b>Section 1:</b> \$ 5,693.18   |
| <b>Section 2:</b> \$20,120.16   | <b>Section 2:</b> \$19,923.87     | <b>Section 2:</b> \$21,078.18   |
| <b>Section 3:</b> \$20,343.79   | <b>Section 3:</b> \$20,657.26     | <b>Section 3:</b> \$21,137.94   |
| <b>Section 4:</b> \$ 3,049.40   | <b>Section 4:</b> \$ 2,684.36     | <b>Section 4:</b> \$ 2,757.58   |
| <b>Total Price:</b> \$49,380.63 | <b>Total Price:</b> \$49,006.88   | <b>Total Price:</b> \$50,666.88 |

**RECOMMENDATION:** This office recommends the award of the Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP to Ferguson Waterworks as lowest and best proposals. (RFP 20013)

Sincerely,



Ben Dow  
Director of Operations  
Fargo Public Works

Section I - Repair Sleeves

Bidder:

DSG

Ferguson Waterworks

Core and Main

| No.         | Item Description          | Unit | Unit Price | Stock Item | 3 Day Avail | Unit Price | Stock Item | 3 Day Avail | Unit Price | Stock Item | 3 Day Avail |
|-------------|---------------------------|------|------------|------------|-------------|------------|------------|-------------|------------|------------|-------------|
| 1           | 4x8                       | EA   | \$45.06    | Y          |             | \$47.10    | Y          |             | \$43.99    | N          | N           |
| 2           | 4x10                      | EA   | \$60.28    | Y          |             | \$59.51    | N          | N           | \$58.85    | N          | N           |
| 3           | 4x12                      | EA   | \$62.23    | Y          |             | \$65.47    | Y          |             | \$60.75    | Y          |             |
| 4           | 4x16                      | EA   | \$79.57    | Y          |             | \$78.88    | Y          |             | \$77.68    | Y          |             |
| 5           | 4x20                      | EA   | \$109.23   | Y          |             | \$115.60   | N          | N           | \$106.64   | Y          |             |
| 6           | 4x24                      | EA   | \$120.14   | Y          |             | \$125.02   | Y          |             | \$117.30   | Y          |             |
| 7           | 4x30                      | EA   | \$187.94   | Y          |             | \$152.60   | N          | N           | \$183.31   | N          | N           |
| 8           | 6x8                       | EA   | \$52.96    | Y          |             | \$50.72    | Y          |             | \$50.64    | N          | N           |
| 9           | 6x10                      | EA   | \$57.85    | Y          |             | \$70.84    | N          | N           | \$55.32    | N          | N           |
| 10          | 6x12                      | EA   | \$73.46    | Y          |             | \$76.31    | Y          |             | \$70.24    | Y          |             |
| 11          | 6x16                      | EA   | \$96.31    | Y          |             | \$97.59    | Y          |             | \$92.08    | Y          |             |
| 12          | 6x20                      | EA   | \$132.25   | Y          |             | \$132.47   | Y          |             | \$126.45   | Y          |             |
| 13          | 6x24                      | EA   | \$148.69   | Y          |             | \$151.76   | Y          |             | \$142.18   | Y          |             |
| 14          | 6x30                      | EA   | \$211.97   | Y          |             | \$181.37   | N          | N           | \$202.67   | Y          |             |
| 15          | 6x36                      | EA   | \$281.05   | Y          |             | \$219.90   | Y          |             | \$274.39   | Y          |             |
| 16          | 8x8                       | EA   | \$62.13    | Y          |             | \$62.97    | N          | N           | \$59.41    | N          | N           |
| 17          | 8x10                      | EA   | \$79.25    | Y          |             | \$81.09    | N          | N           | \$75.78    | N          | N           |
| 18          | 8x12                      | EA   | \$91.76    | Y          |             | \$103.76   | Y          |             | \$87.73    | Y          |             |
| 19          | 8x16                      | EA   | \$117.81   | Y          |             | \$117.00   | Y          |             | \$112.65   | Y          |             |
| 20          | 8x20                      | EA   | \$158.40   | Y          |             | \$150.17   | N          | N           | \$151.45   | Y          |             |
| 21          | 8x24                      | EA   | \$169.63   | Y          |             | \$164.18   | Y          |             | \$162.19   | Y          |             |
| 22          | 8x30                      | EA   | \$243.97   | Y          |             | \$229.89   | N          | N           | \$233.27   | Y          |             |
| 23          | 8x36                      | EA   | \$324.61   | N          | N           | \$273.69   | N          | N           | \$316.91   | Y          |             |
| 24          | 10x8                      | EA   | \$66.15    | Y          |             | \$68.67    | N          | N           | \$64.59    | N          | N           |
| 25          | 10x10                     | EA   | \$87.92    | Y          |             | \$91.49    | N          | N           | \$85.83    | N          | N           |
| 26          | 10x12                     | EA   | \$102.07   | Y          |             | \$105.91   | Y          |             | \$99.66    | Y          |             |
| 27          | 10x16                     | EA   | \$127.51   | Y          |             | \$141.45   | Y          |             | \$124.48   | Y          |             |
| 28          | 10x20                     | EA   | \$173.93   | Y          |             | \$165.65   | N          | N           | \$169.80   | Y          |             |
| 29          | 10x24                     | EA   | \$197.13   | Y          |             | \$206.15   | Y          |             | \$192.46   | N          | N           |
| 30          | 10x30                     | EA   | \$246.42   | Y          |             | \$275.94   | N          | N           | \$240.57   | N          | N           |
| 31          | 10x36                     | EA   | \$360.56   | N          | N           | \$309.52   | N          | N           | \$351.99   | N          | N           |
| 32          | 12x8                      | EA   | \$71.22    | Y          |             | \$73.95    | N          | N           | \$69.53    | N          | N           |
| 33          | 12x10                     | EA   | \$93.23    | Y          |             | \$97.80    | N          | N           | \$91.02    | N          | N           |
| 34          | 12x12                     | EA   | \$106.29   | Y          |             | \$109.52   | Y          |             | \$103.77   | Y          |             |
| 35          | 12x16                     | EA   | \$140.39   | Y          |             | \$146.10   | Y          |             | \$137.06   | Y          |             |
| 36          | 12x20                     | EA   | \$194.96   | Y          |             | \$193.24   | N          | N           | \$190.33   | Y          |             |
| 37          | 12x24                     | EA   | \$208.43   | Y          |             | \$204.15   | Y          |             | \$203.48   | N          | N           |
| 38          | 12x30                     | EA   | \$308.64   | Y          |             | \$323.16   | N          | N           | \$301.31   | N          | N           |
| 39          | 12x36                     | EA   | \$386.33   | N          | ?           | \$373.39   | N          | N           | \$377.16   | N          | N           |
| 40          | Add for 3/4" to 1" Taps   | EA   | \$9.51     | Y          |             | \$17.41    | N          | N           | \$9.09     | Y          |             |
| 41          | Add for 1-1/4" to 2" Taps | EA   | \$20.04    | Y          |             | \$30.00    | N          | N           | \$19.17    | Y          |             |
| Grand Total |                           |      | \$5,867.28 |            |             | \$5,741.39 |            |             | \$5,693.18 |            |             |

**Supplier: DSG**

**Ferguson Waterworks**

**Core and Main**

| No. | Item Description                                     | Unit | Unit Price | Stock Item | 3 Day Avail | Unit Price | Stock Item | 3 Day Avail |
|-----|--|------|------------|------------|-------------|------------|------------|-------------|
| 1   | 3/4" Ball Valve Curb Stop                            | EA   | \$140.48   | N          | Y           | \$71.07    | N          | Y           |
| 2   | 3/4" AY McDonald Ball Valve Curb Stop                | EA   | \$65.29    | Y          |             | \$67.43    | Y          |             |
| 3   | 1" Ball Valve Curb Stop                              | EA   | \$189.58   | N          | Y           | \$95.92    | N          | Y           |
| 4   | 1" AY McDonald Ball Valve Curb Stop                  | EA   | \$88.13    | Y          |             | \$91.00    | Y          |             |
| 5   | 1-1/2" Ball Valve Curb Stop                          | EA   | \$207.07   | Y          |             | \$213.83   | Y          |             |
| 6   | 2" Ball Valve Curb Stop                              | EA   | \$335.01   | Y          |             | \$345.94   | Y          |             |
| 7   | 3/4" Compression Ball Valve Curb Stop                | EA   | \$64.54    | Y          |             | \$66.65    | Y          |             |
| 8   | 1" Compression Ball Valve Curb Stop                  | EA   | \$94.26    | Y          |             | \$97.34    | Y          |             |
| 9   | 1-1/2" Compression Ball Valve Curb Stop              | EA   | \$218.77   | Y          |             | \$225.91   | Y          |             |
| 10  | 2" Compression Ball Valve Curb Stop                  | EA   | \$305.05   | Y          |             | \$315.00   | Y          |             |
| 11  | 3/4" Corporation Valve                               | EA   | \$41.86    | Y          |             | \$43.23    | Y          |             |
| 12  | 1" Corporation Valve                                 | EA   | \$53.74    | Y          |             | \$55.49    | Y          |             |
| 13  | 1" Corporation Valve cts straight taper              | EA   | \$56.76    | Y          |             | \$58.61    | Y          |             |
| 14  | 3/4"x1" Corporation Valve                            | EA   | \$51.71    | Y          |             | \$53.40    | N          | N           |
| 15  | 1-1/4" Corporation Valve                             | EA   | \$121.54   | Y          |             | \$125.50   | Y          |             |
| 16  | 1-1/2" Corporation Valve                             | EA   | \$127.23   | Y          |             | \$131.39   | Y          |             |
| 17  | 2" Corporation Valve                                 | EA   | \$222.23   | Y          |             | \$229.48   | Y          |             |
| 18  | 1-1/2" Compression Corporation Valve                 | EA   | \$127.23   | Y          |             | \$131.39   | Y          |             |
| 19  | 2" Compression Corporation Valve                     | EA   | \$210.43   | Y          |             | \$217.30   | Y          |             |
| 20  | 3/4" Straight Three Part Union                       | EA   | \$15.02    | Y          |             | \$15.52    | Y          |             |
| 21  | 3/4" Straight Three Part Union CTS                   | EA   | \$16.29    | Y          |             | \$16.83    | Y          |             |
| 22  | 3/4"x1" Straight Three Part Union                    | EA   | \$22.26    | Y          |             | \$22.99    | Y          |             |
| 23  | 3/4" Eighth Bend Three Part Union                    | EA   | \$21.29    | Y          | N           | \$21.99    | N          | N           |
| 24  | 3/4" Quarter Bend Three Part Union                   | EA   | \$16.01    | Y          | N           | \$16.54    | Y          |             |
| 25  | 3/4" Eighth Bend Coupling                            | EA   | \$21.29    | Y          | N           | \$21.99    | Y          |             |
| 26  | 3/4" Quarter Bend Coupling                           | EA   | \$23.61    | Y          | N           | \$24.39    | Y          |             |
| 27  | 1" Straight Three Part Union                         | EA   | \$26.32    | Y          |             | \$27.18    | Y          |             |
| 28  | 1" Straight Three Part Union CTS                     | EA   | \$18.63    | Y          |             | \$19.24    | Y          |             |
| 29  | 1" Eighth Bend Three Part Union                      | EA   | \$30.53    | Y          | N           | \$29.99    | N          | N           |
| 30  | 1" Quarter Bend Three Part Union                     | EA   | \$29.02    | Y          | N           | \$29.99    | N          | N           |
| 31  | 1" Eighth Bend Coupling, swivel nut/flared end       | EA   | \$43.20    | Y          |             | \$44.61    | Y          |             |
| 32  | 1" Quarter Bend Coupling                             | EA   | \$53.06    | Y          |             | \$54.80    | N          | N           |
| 33  | 1-1/2" Straight Three Part Union, Both ends CTS      | EA   | \$62.34    | Y          |             | \$64.37    | Y          |             |
| 34  | 1-1/2" Straight Three Part Union, copper flare both  | EA   | \$78.98    | Y          |             | \$81.56    | Y          |             |
| 35  | 2" Straight 3-Part Union, Both ends CTS              | EA   | \$84.19    | Y          |             | \$86.94    | Y          |             |
| 36  | 2" Straight 3-Part Union, copper flar nut both       | EA   | \$128.87   | Y          |             | \$133.08   | Y          |             |
| 37  | 3/4"x1" Straight Coupling                            | EA   | \$18.02    | Y          |             | \$18.61    | Y          |             |
| 38  | 1"x3/4" Straight Coupling                            | EA   | \$17.83    | Y          |             | \$18.42    | Y          |             |
| 39  | 1" Eighth Bend Coupling, copper flare x copper flare | EA   | \$29.02    | Y          | N           | \$29.99    | Y          |             |
| 40  | 3/4" Solid Copper Disc                               | EA   | \$1.24     | Y          |             | \$1.29     | Y          |             |
| 41  | 1" Solid Copper Disc                                 | EA   | \$1.64     | Y          |             | \$1.70     | Y          |             |
| 42  | 3/4" Service Tee                                     | EA   | \$28.22    | Y          | N           | \$29.15    | Y          |             |
| 43  | 1" Service Tee                                       | EA   | \$47.33    | Y          |             | \$48.87    | Y          |             |

| No. | Item Description                         | Supplier: |            |            | DSG         |            |            | Ferguson Waterworks |            |            | Core and Main |            |            |
|-----|--|-----------|------------|------------|-------------|------------|------------|---------------------|------------|------------|---------------|------------|------------|
|     |  | Unit      | Unit Price | Stock Item | 3 Day Avail | Unit Price | Stock Item | 3 Day Avail         | Unit Price | Stock Item | 3 Day Avail   | Unit Price | Stock Item |
| 44  | 1-1/2" 8' Bury Stop Box                  | EA        | \$64.65    | Y          |             | \$62.96    | Y          |                     | \$45.48    | Y          |               |            |            |
| 45  | 1-1/2" 7' Bury Stop Box                  | EA        | \$60.75    | Y          |             | \$56.35    | N          | N                   | \$42.70    | N          | N             |            |            |
| 46  | 1-1/2" Stop Box Bushing                  | EA        | \$4.20     | Y          |             | \$4.39     | Y          |                     | \$3.40     | Y          |               |            |            |
| 47  | 3/4" Type K Cu                           | LF        | \$2.63     | Y          |             | \$2.86     | Y          |                     | \$2.71     | Y          |               |            |            |
| 48  | 1" Type K Cu                             | LF        | \$3.42     | Y          |             | \$3.80     | Y          |                     | \$3.54     | Y          |               |            |            |
| 49  | 2" Type K Cu                             | LF        | \$4.69     | Y          |             | \$5.74     | Y          |                     | \$5.14     | Y          |               |            |            |
| 50  | 1" Municipex Water service line          | LF        | \$1.35     | Y          |             | \$1.43     | Y          |                     | \$1.47     | Y          |               |            |            |
| 51  | 1" CTS Stiffeners (municipex)            | EA        | \$1.42     | Y          |             | \$1.53     | Y          |                     | \$1.47     | Y          |               |            |            |
| 52  | #10 Blue .45 Tracerwire 500ft roll       | LF        | \$0.21     | Y          |             | \$0.18     | Y          |                     | \$0.25     | Y          |               |            |            |
| 53  | 4" C900 PVC                              | LF        | \$1.88     | Y          |             | \$2.12     | Y          |                     | \$2.06     | Y          |               |            |            |
| 54  | 6" C900 PVC                              | LF        | \$3.80     | Y          |             | \$4.20     | Y          |                     | \$4.07     | Y          |               |            |            |
| 55  | 8" C900 PVC                              | LF        | \$6.44     | Y          |             | \$7.28     | Y          |                     | \$7.06     | Y          |               |            |            |
| 56  | 10" C900 PVC                             | LF        | \$9.67     | Y          |             | \$10.91    | Y          |                     | \$10.57    | Y          |               |            |            |
| 57  | 12" C900 PVC                             | LF        | \$13.24    | Y          |             | \$15.41    | Y          |                     | \$14.93    | Y          |               |            |            |
| 58  | 4" SDR 35 PVC Sewer                      | LF        | \$0.79     | Y          |             | \$0.87     | Y          |                     | \$0.85     | Y          |               |            |            |
| 59  | 6" SDR 35 PVC Sewer                      | LF        | \$1.67     | Y          |             | \$1.88     | Y          |                     | \$1.84     | Y          |               |            |            |
| 60  | 8" SDR 35 PVC Sewer                      | LF        | \$2.99     | Y          |             | \$3.38     | Y          |                     | \$3.28     | Y          |               |            |            |
| 61  | 4" Flexible Sewer Coupling               | EA        | \$4.41     | Y          |             | \$4.02     | Y          |                     | \$3.96     | Y          |               |            |            |
| 62  | 6" Flexible Sewer Coupling               | EA        | \$9.42     | Y          |             | \$10.59    | Y          |                     | \$8.62     | Y          |               |            |            |
| 63  | 4' Non-Flexible Sewer Coupling           | EA        | \$16.34    | Y          |             | \$9.75     | Y          |                     | \$13.59    | Y          |               |            |            |
| 64  | 6" Non-Flexible Sewer Coupling           | EA        | \$31.12    | Y          |             | \$19.47    | Y          |                     | \$22.25    | Y          |               |            |            |
| 65  | 4" Gate Valve MJ                         | EA        | \$461.40   | Y          |             | \$452.86   | Y          |                     | \$491.49   | Y          |               |            |            |
| 66  | 6" Gate Valve MJ                         | EA        | \$589.10   | Y          |             | \$578.20   | Y          |                     | \$627.53   | Y          |               |            |            |
| 67  | 8" Gate Valve MJ                         | EA        | \$937.51   | Y          |             | \$921.22   | Y          |                     | \$998.66   | Y          |               |            |            |
| 68  | 10" Gate Valve MJ                        | EA        | \$1,461.43 | Y          |             | \$1,434.41 | Y          |                     | \$1,556.77 | Y          |               |            |            |
| 69  | 12" Gate Valve MJ                        | EA        | \$1,849.28 | Y          |             | \$1,815.06 | Y          |                     | \$1,969.89 | Y          |               |            |            |
| 70  | 4" Gate Valve Alpha                      | EA        | \$538.95   | Y          |             | \$526.55   | Y          |                     | \$567.58   | Y          |               |            |            |
| 71  | 6" Gate Valve Alpha                      | EA        | \$691.14   | Y          |             | \$659.25   | Y          |                     | \$725.35   | Y          |               |            |            |
| 72  | 8" Gate Valve Alpha                      | EA        | \$1,059.96 | Y          |             | \$1,035.96 | Y          |                     | \$1,118.22 | Y          |               |            |            |
| 73  | 10" Gate Valve Alpha                     | EA        | \$1,649.18 | Y          |             | \$1,613.36 | N          | N                   | \$1,741.55 | Y          |               |            |            |
| 74  | 12" Gate Valve Alpha                     | EA        | \$2,079.89 | Y          |             | \$2,036.12 | Y          |                     | \$2,198.15 | Y          |               |            |            |
| 75  | 4" MJ Gasket                             | EA        | \$2.69     | Y          |             | \$1.78     | Y          |                     | \$1.68     | Y          |               |            |            |
| 76  | 6" MJ Gasket                             | EA        | \$2.69     | Y          |             | \$2.23     | Y          |                     | \$1.97     | Y          |               |            |            |
| 77  | 8" MJ Gasket                             | EA        | \$2.88     | Y          |             | \$2.69     | Y          |                     | \$2.41     | Y          |               |            |            |
| 78  | 10" MJ Gasket                            | EA        | \$3.91     | Y          |             | \$3.25     | Y          |                     | \$3.40     | Y          |               |            |            |
| 79  | 12" MJ Gasket                            | EA        | \$4.38     | Y          |             | \$4.41     | Y          |                     | \$3.92     | Y          |               |            |            |
| 80  | Gate Valve Box (2 piece w/ lid & insert) | EA        | \$130.75   | Y          |             | \$113.00   | Y          |                     | \$141.87   | Y          |               |            |            |
| 81  | Gate Valve Box (Top Section)             | EA        | \$36.48    | Y          |             | \$39.93    | Y          |                     | \$34.64    | Y          |               |            |            |
| 82  | Gate Valve Box (Lid Only) (Tyler Only)   | EA        | \$13.71    | Y          |             | \$13.88    | Y          |                     | \$14.16    | Y          |               |            |            |
| 83  | Right Height Valve Box Adapters          | EA        | \$29.32    | Y          |             | \$34.74    | N          | N                   | \$31.37    | Y          |               |            |            |
| 84  | Gate valve Box Rubber adapter            | EA        | \$28.42    | Y          |             | \$31.56    | Y          |                     | \$29.35    | Y          |               |            |            |
| 85  | #69 screw in EXT                         | EA        | \$26.84    | Y          |             | \$53.36    | Y          |                     | \$29.35    | Y          |               |            |            |
| 86  | 1" Gate Valve Box Riser                  | EA        | \$6.16     | Y          |             | \$4.87     | Y          |                     | \$6.25     | Y          |               |            |            |
| 87  | 1 1/2" Gate Valve Box Riser              | EA        | \$7.05     | Y          |             | \$7.34     | Y          |                     | \$7.07     | Y          |               |            |            |



| Section II  |  | Miscellaneous Material |             | Supplier:  |             | DSG         |            | Ferguson Waterworks |             | Core and Main |             |
|-------------|--|------------------------|-------------|------------|-------------|-------------|------------|---------------------|-------------|---------------|-------------|
| No.         | Item Description                         | Unit                   | Unit Price  | Stock Item | 3 Day Avail | Unit Price  | Stock Item | 3 Day Avail         | Unit Price  | Stock Item    | 3 Day Avail |
| 88          | 2" Gate Valve Box Riser                  | EA                     | \$8.37      | Y          |             | \$11.02     | Y          |                     | \$8.16      | Y             |             |
| 89          | 3" Gate Valve Box Riser                  | EA                     | \$10.68     | Y          |             | \$14.69     | Y          |                     | \$11.42     | Y             |             |
| 90          | 3/4"s/3/4" Lead/Copper Coupling(Flared)  | EA                     | \$25.03     | Y          |             | \$28.39     | Y          |                     | \$25.85     | Y             |             |
| 91          | 3/4"x3/4" Lead/Copper Coupling(Flared)   | EA                     | \$29.59     | Y          |             | \$33.53     | Y          |                     | \$30.56     | Y             |             |
| 92          | 3/4"x1" Lead/Copper Coupling(Flared)     | EA                     | \$42.31     | Y          |             | \$47.93     | Y          |                     | \$43.69     | Y             |             |
| 93          | 1"x1" Lead/Copper Coupling(Flared)       | EA                     | \$37.20     | Y          |             | \$42.17     | Y          |                     | \$38.42     | Y             |             |
| 94          | 5/8"x3/4" Lead/Copper Coupling(Flared)   | EA                     | \$23.44     | Y          |             | \$47.93     | Y          |                     | \$24.21     | Y             |             |
| 95          | 3/4"xs3/4" Lead/Copper Coupling (Flared) | EA                     | \$34.88     | Y          |             | \$42.17     | Y          |                     | \$36.03     | Y             |             |
| 96          | 1 1/2" Curb Box Lid with Cast Iron Plug  | EA                     | \$7.78      | Y          |             | \$10.88     | Y          |                     | \$8.04      | Y             |             |
| 97          | 1 1/2" Cast Iron Curb Box Plug           | EA                     | \$1.93      | Y          |             | \$2.15      | Y          |                     | \$1.99      | Y             |             |
| 98          | 4" Hymax                                 | EA                     | \$163.24    | Y          |             | \$162.17    | Y          |                     | \$154.19    | Y             |             |
| 99          | 6" Hymax                                 | EA                     | \$216.19    | Y          |             | \$214.76    | Y          |                     | \$204.20    | Y             |             |
| 100         | 8" Hymax                                 | EA                     | \$254.70    | Y          |             | \$242.48    | Y          |                     | \$230.55    | Y             |             |
| 101         | 10" Hymax                                | EA                     | \$327.65    | Y          |             | \$311.93    | Y          |                     | \$296.59    | Y             |             |
| 102         | 12" Hymax                                | EA                     | \$386.74    | Y          |             | \$368.18    | Y          |                     | \$350.07    | Y             |             |
| 103         | 4" Romac Macro                           | EA                     | \$177.47    | Y          |             | \$191.55    | Y          |                     | \$201.25    | Y             |             |
| 104         | 6" Romac Macro                           | EA                     | \$234.22    | Y          |             | \$252.77    | Y          |                     | \$265.59    | Y             |             |
| 105         | 8" Romac Macro                           | EA                     | \$265.23    | Y          |             | \$279.13    | Y          |                     | \$300.75    | Y             |             |
| 106         | 10" Romac Macro                          | EA                     | \$339.58    | Y          |             | \$359.23    | Y          |                     | \$389.03    | Y             |             |
| 107         | 12" Romac Macro                          | EA                     | \$399.65    | Y          |             | \$423.80    | Y          |                     | \$457.85    | Y             |             |
| 108         | 4" Romac Alpha Coupling                  | EA                     | \$216.32    | Y          |             | \$227.95    | Y          |                     | \$245.29    | Y             |             |
| 109         | 6" Romac Alpha Coupling                  | EA                     | \$280.63    | Y          |             | \$296.45    | Y          |                     | \$318.21    | Y             |             |
| 110         | 8" Romac Alpha Coupling                  | EA                     | \$318.63    | Y          |             | \$336.59    | Y          |                     | \$361.31    | Y             |             |
| 111         | 10" Romac Alpha Coupling                 | EA                     | \$407.97    | Y          |             | \$435.00    | Y          |                     | \$486.27    | Y             |             |
| 112         | 12" Romac Alpha Coupling                 | EA                     | \$480.30    | Y          |             | \$499.19    | Y          |                     | \$572.45    | Y             |             |
| 113         | 1 1/2" Municipex Water Service Line      | EA                     | \$4.80      | Y          |             | \$5.11      | Y          |                     | \$5.22      | Y             |             |
| 114         | 1 1/2" C.T.S SS Stiffeners (Municipex)   | EA                     | \$1.95      | Y          |             | \$2.25      | Y          |                     | \$2.03      | Y             |             |
| 115         | 2" Municipex Water Service Line          | EA                     | \$8.40      | Y          |             | \$8.92      | Y          |                     | \$9.14      | Y             |             |
| 116         | 2" C.T.S SS Stiffeners (Municipex)       | EA                     | \$1.95      | Y          |             | \$2.25      | Y          |                     | \$2.03      | Y             |             |
| Grand Total |  |                        | \$20,120.16 |            |             | \$19,923.87 |            |                     | \$21,078.18 |               |             |

**Supplier:**

**DSG**

**Ferguson Waterworks**

**Core and Main**

Received: January 28, 2020

| No. | Item Description                       | Unit | Unit Price | Stock Item | 3 Day Avail | Unit Price | Stock Item | 3 Day Avail |
|-----|--|------|------------|------------|-------------|------------|------------|-------------|
| 1   | 5" Hydrant, 7'0" Depth Alpha(Pacer)    | EA   | \$2,935.21 | Y          |             | \$2,788.84 | N          | N           |
| 2   | 5" Hydrant, 7'6" Depth Alpha ( Pacer ) | EA   | \$2,993.17 | Y          |             | \$2,843.96 | N          | N           |
| 3   | 5" Hydrant, 8'0" Depth Alpha(Pacer)    | EA   | \$3,050.37 | Y          |             | \$2,898.36 | N          | N           |
| 4   | 5" Hydrant, 8'6" Depth Alpha (Pacer)   | EA   | \$3,108.32 | Y          |             | \$2,953.47 | Y          |             |
| 5   | 5" Hydrant, 9'0" Depth Alpha (Pacer)   | EA   | \$3,165.52 | Y          |             | \$3,007.87 | N          | N           |
| 6   | O-Ring (3)                             | EA   | \$6.40     | Y          |             | \$6.88     | Y          | Y           |
| 7   | Drain Plunger (7)                      | EA   | \$16.00    | Y          |             | \$33.54    | Y          | Y           |
| 8   | Lower Operating Nut (17A)              | EA   | \$35.20    | Y          |             | \$71.39    | Y          | Y           |
| 9   | Upper Operating Nut (17B)              | EA   | \$64.00    | Y          |             | \$94.62    | Y          | Y           |
| 10  | Crossarm-Bronze, (30)                  | EA   | \$68.00    | Y          |             | \$118.69   | Y          | Y           |
| 11  | Valve Seat w/#3 and #77 (31)           | EA   | \$196.00   | Y          |             | \$394.80   | Y          | Y           |
| 12  | Upper Valve Washer-Piloted (34)        | EA   | \$24.00    | Y          |             | \$156.54   | Y          | Y           |
| 13  | Main Valve-Urethane (35)               | EA   | \$64.00    | Y          |             | \$68.81    | Y          | Y           |
| 14  | Lower Valve Washer-Standard (36)       | EA   | \$36.00    | Y          |             | \$92.03    | Y          | Y           |
| 15  | Lower Valve Washer-Epoxy (36)          | EA   | \$36.00    | Y          |             | \$92.03    | Y          | Y           |
| 16  | Support with #59 (56)                  | EA   | \$68.00    | Y          |             | \$214.17   | Y          | Y           |
| 17  | Standpipe Flange (63)                  | EA   | \$48.00    | Y          |             | \$99.78    | Y          | Y           |
| 18  | Flange Lock Ring (64)                  | EA   | \$8.00     | Y          |             | \$17.20    | Y          | Y           |
| 19  | Coupling Sleeve Half (67)              | EA   | \$12.00    | Y          |             | \$31.05    | Y          | Y           |
| 20  | Coupling Sleeve Half-Bronze (67)       | EA   | \$45.60    | N          | Y           | \$46.45    | N          | N           |
| 21  | Upper Rod Assembly w/Stud & Nuts (71)  | EA   | \$155.20   | Y          |             | \$166.86   | N          | N           |
| 22  | Support Gasket (84)                    | EA   | \$2.40     | Y          |             | \$2.59     | Y          | Y           |
| 23  | Coupling Nut (87)                      | EA   | \$4.00     | Y          |             | \$4.30     | Y          | Y           |
| 24  | Coupling Stud (88)                     | EA   | \$8.80     | Y          |             | \$9.46     | Y          | Y           |
| 25  | Upper Standpipe Gasket-Lipped (92)     | EA   | \$9.60     | Y          |             | \$10.32    | Y          | Y           |
| 26  | Valve Seat Insert-Bronze (97)          | EA   | \$270.40   | Y          |             | \$290.72   | Y          | Y           |
| 27  | Breakable Flange (113)                 | EA   | \$52.00    | Y          |             | \$55.90    | Y          | Y           |
| 28  | Conversion Flange                      | EA   | \$110.40   | Y          |             | \$49.28    | N          | N           |

**Section III - Part 2 - Fire Hydrants & Fire Hydrant Parts**

**Supplier:**

**DSG**

**Ferguson Waterworks**

**Core and Main**

| No. | Item Description                        | Unit | Unit Price | Stock Item | 3 Day Avail | Unit Price | Stock Item | 3 Day Avail |
|-----|---|------|------------|------------|-------------|------------|------------|-------------|
| 1   | Operating Nut (62-1)                    | EA   | \$253.60   | Y          |             | \$252.93   | N          | N           |
| 2   | Housing O-Ring (62-2-2)                 | EA   | \$8.80     | Y          |             | \$8.78     | Y          | Y           |
| 3   | Housing Cover Gasket (62-13)            | EA   | \$8.80     | Y          |             | \$8.78     | Y          | Y           |
| 4   | Housing Gasket (62-14)                  | EA   | \$8.80     | Y          |             | \$8.78     | Y          | Y           |
| 5   | Snap Ring (62-29-14)                    | EA   | \$24.00    | Y          |             | \$25.81    | Y          | Y           |
| 6   | Breakable Flange (62-29-15)             | EA   | \$68.80    | Y          |             | \$73.97    | Y          | Y           |
| 7   | Traffic Model Rod Coupling (62-29-30)   | EA   | \$62.40    | Y          |             | \$67.09    | Y          | Y           |
| 8   | Rod Coupling Pin & Clip Pins (62-29-31) | EA   | \$8.80     | Y          |             | \$9.46     | Y          | Y           |
| 9   | Spring (62-30-03)                       | EA   | \$92.80    | Y          |             | \$99.78    | Y          | Y           |

**Supplier:**

**DSG**

**Ferguson Waterworks**

**Core and Main**

Received: January 28, 2020

| No.                | Item Description                             | Unit | Unit Price  | Stock Item | 3 Day Avail | Unit Price  | Stock Item | 3 Day Avail |
|--------------------|--|------|-------------|------------|-------------|-------------|------------|-------------|
| 10                 | Spring Plate (62-62-04) (62-30-04)           | EA   | \$9.60      | Y          |             | \$9.92      | Y          |             |
| 11                 | Spring Plate Pin (62-30-07)                  | EA   | \$9.60      | Y          |             | \$9.92      | Y          |             |
| 12                 | Upper Rod (62-30-11)                         | EA   | \$220.80    | Y          |             | \$228.00    | Y          |             |
| 13                 | Lower Rod Stem (62-30-12)                    | EA   | \$281.60    | Y          |             | \$286.60    | N          | N           |
| 14                 | Drain Lever (62-31)                          | EA   | \$182.40    | Y          |             | \$186.35    | Y          |             |
| 15                 | Hydrant Seat w/O-Ring (62-35-OR) Drain Lever | EA   | \$391.20    | Y          |             | \$403.96    | Y          |             |
| 16                 | Seat O-Ring (Outside) (62-36-2)              | EA   | \$23.20     | Y          |             | \$23.96     | Y          |             |
| 17                 | Seat O-Ring (Inside) (62-36-3)               | EA   | \$16.00     | Y          |             | \$16.53     | Y          |             |
| 18                 | Barrel Gasket (62-38-1)                      | EA   | \$8.80      | Y          |             | \$9.09      | Y          |             |
| 19                 | Valve Top (62-40)                            | EA   | \$62.40     | Y          |             | \$64.44     | Y          |             |
| 20                 | Hydrant Valve (62-41)                        | EA   | \$96.00     | Y          |             | \$99.14     | Y          |             |
| 21                 | Valve Bottom (62-42)                         | EA   | \$110.40    | Y          |             | \$114.00    | Y          |             |
| 22                 | Top Section Bare Casting (62-18-60)          | EA   | \$662.40    | N          | ?           | \$731.09    | Y          |             |
| 23                 | Lower Rod Assembly (62-18-72) (#72)          | EA   | \$294.40    | N          | ?           | \$304.00    | N          | N           |
| 24                 | Lower Stand Pipe Gasket (62-18-84) (#5)      | EA   | \$8.80      |            |             | \$9.92      | Y          |             |
| 25                 | Wheel Support Gasket ( Upper & Lower) #84    | EA   | \$2.40      | Y          |             | \$2.48      | Y          | N           |
| 26                 | Nozzel Cap with Gasket (#10)                 | EA   | \$92.80     | Y          |             | \$95.83     | N          | N           |
| 27                 | Support Wheel (#56)                          | EA   | \$68.00     | Y          |             | \$70.22     | N          | N           |
| 28                 | Weather Cover (62-7-7)                       | EA   | \$103.20    | N          | Y           | \$106.57    | Y          |             |
| 29                 | Hose Nozzle Retainer (62-20-62)              | EA   | \$40.00     | Y          |             | \$54.35     | N          | N           |
| 30                 | Hose Nozzle Washer (62-20-63)                | EA   | \$4.00      | Y          |             | \$4.14      | Y          |             |
| 31                 | Hose Nozzle Cap (62-21)                      | EA   | \$92.80     | Y          |             | \$95.83     | N          | N           |
| 32                 | Hose Nozzle Washer (62-20-3)                 | EA   | \$120.00    | Y          |             | \$123.92    | N          | N           |
| 33                 | Hose Nozzle Pump (62-25-60)                  | EA   | \$313.60    | Y          |             | \$323.83    | N          | N           |
| <b>Grand Total</b> |  |      | \$20,343.79 |            |             | \$21,137.94 |            |             |

**Section IV - Miscellaneous Street Materials**

**Supplier:**

**DSG**

**Ferguson Waterworks**

**Core and Main**

| No. | Item Description                               | Unit | Unit Price | Stock Item | 3 Day Avail | Unit Price | Stock Item | 3 Day Avail |
|-----|--|------|------------|------------|-------------|------------|------------|-------------|
| 1   | 26" Round Manhole Frame 4"                     | EA   | \$135.79   | Y          |             | \$132.61   | Y          |             |
| 2   | 26" Round Manhole Frame 7"                     | EA   | \$135.79   | Y          |             | \$140.22   | Y          |             |
| 3   | 26" Round Floating Manhole Frame(S-L asphalt)  | EA   | \$1,093.81 | N          | Y           | \$771.44   | Y          |             |
| 4   | 26" Round Floating Manhole Frame(S-L concrete) | EA   | \$686.32   | Y          |             | \$686.32   | Y          |             |
| 5   | 26" Round Floating manhole lid sanitary        | EA   | \$113.68   | Y          |             | \$117.40   | Y          |             |
| 6   | 26" round Storm Sewer Lid                      | EA   | \$108.42   |            |             | \$111.96   | Y          |             |
| 7   | 26" Round Storm Sewer Beehive Grate 6"         | EA   | \$170.53   |            |             | \$176.09   | Y          |             |
| 8   | 26" Round Radial Flat Grate Lid                | EA   | \$101.05   |            |             | \$104.35   | Y          |             |
| 9   | 26" Self-Sealing Sanitary Sewer Lid            | EA   | \$113.68   |            |             | \$117.40   | Y          |             |
| 10  | 2'x2' Inlet Frame                              | EA   | \$178.95   |            |             | \$241.31   | Y          |             |
| 11  | 2'x2' Inlet Grate                              | EA   | \$141.05   | Y          |             | \$85.87    | Y          |             |
| 12  | 24" Round MH Adj Ring HDPE (24"x1-1/4)         | EA   | \$15.74    | Y          |             | \$16.25    | Y          |             |
| 13  | 24" Round MH Adj Ring HDPE (24"x1-1/2)         | EA   | \$15.74    | Y          |             | \$16.25    | Y          |             |

| No.   | Item Description                               | Unit | Unit Price         | Stock Item | 3 Day Avail | Unit Price         | Stock Item | 3 Day Avail |
|---|--|------|--------------------|------------|-------------|--------------------|------------|-------------|
| 14  | 24" Slope Round MH Adj Ring HDPE (24"x3/4-1-1/ | EA   | \$15.74            | Y          |             | \$16.25            | Y          |             |
| 15  | 24"x36" Slope MH Adj Ring HDPE(24"x1-1/4to2-3/ | EA   | \$23.11            | Y          |             | \$23.86            | Y          |             |
| <b>Grand Total</b>                            |  |      | <b>\$3,049.40</b>  |            |             | <b>\$2,757.58</b>  |            |             |
| <b>Low Price (Section 1): Core &amp; Main</b> |  |      | <b>\$5,867.28</b>  |            |             | <b>\$5,693.18</b>  |            |             |
| <b>Low Price (Section 2): Ferguson</b>        |  |      | <b>\$20,120.16</b> |            |             | <b>\$21,078.18</b> |            |             |
| <b>Low Price (Section 3): DSG</b>             |  |      | <b>\$20,343.79</b> |            |             | <b>\$21,137.94</b> |            |             |
| <b>Low Price (Section 4): Ferguson</b>        |  |      | <b>\$3,049.40</b>  |            |             | <b>\$2,757.58</b>  |            |             |
| <b>Total Price: Ferguson Waterworks</b>       |  |      | <b>\$49,380.63</b> |            |             | <b>\$50,666.88</b> |            |             |



## PUBLIC WORKS/OPERATIONS

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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

February 6, 2020

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

RE: RFP for Chipper Truck (RFP20023)

Commissioners:

On February 6<sup>th</sup>, 2020, proposals were received for one (1) 2 Ton Chipper Truck. Four proposals were submitted by three separate vendors.

The results were as follows:

| <u>Firm</u>             | <u>Price</u> |
|-------------------------|--------------|
| Custom Truck One Source | \$73,043.50  |
| Bert's Truck            | \$69,080.00  |
| Bert's Truck            | \$72,645.00  |
| Nelson Auto Center      | \$64,633.00  |

The review committee, consisting of Scott Liudahl, Tracy Zabolney and Tanner Smedshammer, determined that one vendor met required specifications. The three other proposals cannot provide a unit for the upcoming Chipping season. Our recommendation is to purchase, based on meeting all specifications, from Custom Truck One Source. Funding for this project is included in the 2020 Forestry Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) 2 Ton Chipper Truck from Custom Truck One Source for the amount of \$73,043.50.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist

# Request for Proposals (RFP20023)

2 Ton Chipper Truck RFP Results

2/6/2020

Forestry Department

## Proposal Evaluation Summary

|                | Custom Truck<br>One Source | Bert's<br>Truck Equipment | Bert's<br>Truck Equipment | Nelson<br>Auto    |
|----------------|----------------------------|---------------------------|---------------------------|-------------------|
| Chassis Make   | Ford F-550 XL              | Ford F-550                | Ford F-550                | Ford F-550        |
| Chipper Make   | SouthCo 1166               | Knaphide KFBN 1166        | Knaphide KFBN 1166        | Knaphide 11' Body |
| TOTAL          | \$73,043.50                | \$69,080.00               | \$72,645.00               | \$64,633.00       |
| Chassis Status | In stock                   | 5 Months                  | In stock                  | 5 Months          |
| Body Status    | In stock                   | 5 Months                  | 5 Months                  | 5 Months          |
| Meets Spec     | YES                        | NO                        | NO                        | NO                |
| # of Days      | 40                         | 150+                      | 150+                      | 150+              |



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## 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

February 3<sup>rd</sup>, 2020

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

RE: RFP20018 for Landfill Compactor

Commissioners:

On January 24<sup>th</sup>, 2020, proposals were received and read for one (1) Landfill Compactor. Three proposals were submitted from three separate vendors.

The results were as follows:

| <u>Firm</u>         | <u>Total machine cost</u> | <u>5 year Lease Payment</u> |
|---------------------|---------------------------|-----------------------------|
| Butler Machinery    | \$855,335.00              | \$181,292.33                |
| Titan Machinery     | \$630,000.00              | \$136,911.00                |
| Humdinger Equipment | \$796,161.00              | \$172,278.63                |

The review committee, consisting of Terry Ludlum, Paul Hanson and Tanner Smedshammer, evaluated the proposals and determined that the low cost proposal from Titan Machinery met all criteria and needs of the Landfill. Leasing quotes were provided and determined that Cap First Equipment Finance of having the lowest rate. Funding for this project has been included in the 2020 Solid Waste budget.

### SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Landfill Compactor from Titan Machinery for the total amount of \$630,000.00 with a 5 year annual lease payment of \$136,911.00.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist

# 2020 LANDFILL COMPACTOR

27-Jan-20

RFP20018

## DIVISION OF SOLID WASTE

|                 | BUTLER<br>MACHINERY | TITAN<br>MACHINERY | HUMDINGER<br>EQUIPMENT |
|-----------------|---------------------|--------------------|------------------------|
| MAKE:           | CATERPILLAR         | BOMAG              | TANA                   |
| MODEL:          | 826K                | BC772 RB4          | E380 ECO               |
| HORSEPOWER:     | 405                 | 456                | 450                    |
| PURCHASE PRICE: | \$855,335.00        | \$630,000.00       | \$796,161.00           |

### LEASE QUOTES:

|   |              |              |              |
|---|--------------|--------------|--------------|
| First year (2020)                           | \$181,292.33 | \$136,911.00 | \$172,278.63 |
| 2nd year (2021)                             | \$181,292.33 | \$136,911.00 | \$172,278.63 |
| 3rd year (2022)                             | \$181,292.33 | \$136,911.00 | \$172,278.63 |
| 4th year (2023)                             | \$181,292.33 | \$136,911.00 | \$172,278.63 |
| Fifth year (2024)                           | \$181,292.33 | \$136,911.00 | \$172,278.63 |
| <b>2020 COMPACTOR LEASE</b>                 | \$906,461.65 | \$684,555.00 | \$861,393.15 |
| Maintenance Service Rate                    | \$7.89       | \$8.60       | \$9.65       |
| Estimated Hours (5 Years) 10,000            | \$78,900.00  | \$86,000.00  | \$96,500.00  |
| 5 year Total Operation cost<br>10,000 hours | \$985,361.65 | \$770,555.00 | \$957,893.15 |

|                     |           |           |             |
|---------------------|-----------|-----------|-------------|
| Specification met   | YES       | YES       | YES         |
| DEALERSHIP LOCATION | FARGO, ND | FARGO, ND | LUBBOCK, TX |





## Division of Solid Waste

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

(21)

February 5, 2020

Honorable Board of City Commissioners  
 City of Fargo  
 Fargo, North Dakota 58102

RE: RFP Architectural Consulting Services City of Fargo Solid Waste Division

Dear Commissioners:

The City of Fargo Solid Waste Division requested proposals from qualified firms for providing architectural consulting services related to the design and construction of a landfill scale facility and a landfill equipment maintenance and storage facility. The proposals were due on January 24, 2020, and were opened on February 4, 2020. An evaluation committee of Terry Ludlum, Solid Waste Utility Director, and Randy Hanson, Wenck Associates (Landfill Consultant Engineers), reviewed the proposals. Specific scoring criteria and results have been attached for your review. Total points are shown below:

| ARCHITECT    | EVALUATION (TL) | EVALUATION (RH) | TOTAL |
|--------------|-----------------|-----------------|-------|
| STONE GROUP  | 92              | 95              | 187   |
| YHR PARTNERS | 88              | 92              | 180   |
| MBA          | 88              | 85              | 173   |
| HDR          | 87              | 85              | 172   |
| T.L. STROH   | 87              | 84              | 171   |

Based on the total evaluation points as shown, this office recommends award of Architectural Consulting Services for the Solid Waste Division to Stone Group Architects for a proposed cost not to exceed \$51,600. Funds for the landfill project utilizing the architectural services have been included in the 2020 Solid Waste Division budget.

### **SUGGESTED MOTION:**

Accept the proposal from Stone Group Architects, with a cost not to exceed \$51,600 for Architectural Consulting Services to the City of Fargo Solid Waste Division.

Respectfully Submitted,

Terry Ludlum  
 Solid Waste Utility Director

### Attachment

cc: Bruce Grubb, City Administrator  
 Jill Pagel, Auditors Office  
 Paul Hanson, Landfill Foreman  
 Randy Hanson, Wenck Associates

Architect: T.L. Stroh

Evaluator: Terry Ludlum

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 18                       |
| Qualification of the assigned personnel       | 0-30          | 26                       |
| Prior Pertinent Staff Experience              | 0-20          | 17                       |
| Available Resources of the Firm               | 0-10          | 8                        |
| Cost of Service                               | 0-20          | 18                       |
|   | <b>Total</b>  | <b>87</b>                |

## Comments:

Overall good proposal, though it did not specifically discuss personnel that would be involved with engineering, mechanical or electrical. Did not include cost of personnel involved with landscaping or geotechnical. Proposed cost of \$71,670 ranked 2 of 5.

Architect: YHR Partners

Evaluator: Terry Ludlum

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 20                       |
| Qualification of the assigned personnel       | 0-30          | 28                       |
| Prior Pertinent Staff Experience              | 0-20          | 16                       |
| Available Resources of the Firm               | 0-10          | 8                        |
| Cost of Service                               | 0-20          | 16                       |
|   | <b>Total</b>  | <b>88</b>                |

## Comments:

Good organization of the report, good experience, good work plan. Did not include cost or personnel involved with landscaping. Proposed cost of \$76,000 ranked 3 of 5.

Architect: Mutchler Bartram Architects

Evaluator: Terry Ludlum

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 20                       |
| Qualification of the assigned personnel       | 0-30          | 27                       |
| Prior Pertinent Staff Experience              | 0-20          | 19                       |
| Available Resources of the Firm               | 0-10          | 8                        |
| Cost of Service                               | 0-20          | 14                       |
| <b>Total</b>                                  |               | <b>88</b>                |

Comments:

Good organization of the report, did not specifically discuss personnel that would be involved with engineering, mechanical, or electrical. Did not discuss cost or personnel involved with landscaping. Geotechnical analysis only based on field testing information that City has available. Proposal cost of \$82,725 ranked 4 of 5.

Architect: Stone Group Architects

Evaluator: Terry Ludlum

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 20                       |
| Qualification of the assigned personnel       | 0-30          | 28                       |
| Prior Pertinent Staff Experience              | 0-20          | 16                       |
| Available Resources of the Firm               | 0-10          | 8                        |
| Cost of Service                               | 0-20          | 20                       |
| <b>Total</b>                                  |               | <b>92</b>                |

Comments:

Discussed personnel that would be involved with engineering, mechanical, electrical, landscaping, and geotechnical. Proposed cost not to exceed \$51,600 ranked 1 of 5.

Architect: HDR

Evaluator: Terry Ludlum

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 20                       |
| Qualification of the assigned personnel       | 0-30          | 28                       |
| Prior Pertinent Staff Experience              | 0-20          | 19                       |
| Available Resources of the Firm               | 0-10          | 8                        |
| Cost of Service                               | 0-20          | 12                       |
|   | <b>Total</b>  | <b>87</b>                |

## Comments:

Good proposal, experienced personnel identified.  
 Discussed personnel that would be involved with  
 engineering, mechanical and electrical. Did not  
 include cost or personnel involved with landscaping.  
 Cost of service at \$243,195 ranked 5 of 5.

Architect: T.L. Stroh

Evaluator: RH

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 19                       |
| Qualification of the assigned personnel       | 0-30          | 23                       |
| Prior Pertinent Staff Experience              | 0-20          | 16                       |
| Available Resources of the Firm               | 0-10          | 8                        |
| Cost of Service                               | 0-20          | 18                       |
|   | <b>Total</b>  | <b>84</b>                |

## Comments:

Good experience shown on equipment storage/maintenance facilities, No experience or staff listed for landscape design or geotechnical work. Electrical and mechanical is listed as "to be determined" - no experience shown.

Architect: YHR Partners

Evaluator: RH

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 20                       |
| Qualification of the assigned personnel       | 0-30          | 28                       |
| Prior Pertinent Staff Experience              | 0-20          | 18                       |
| Available Resources of the Firm               | 0-10          | 9                        |
| Cost of Service                               | 0-20          | 17                       |
|   | <b>Total</b>  | <b>92</b>                |

## Comments:

Good organization of proposal. Good experience shown on equipment storage/maintenance facilities. Team included geotechnical, structural, mechanical and electrical. Good write up on their workplan for the project. Past design work has taken into account vehicle and equipment types.

Architect: Mutchler Bartram Architects

Evaluator: RH

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 19                       |
| Qualification of the assigned personnel       | 0-30          | 27                       |
| Prior Pertinent Staff Experience              | 0-20          | 17                       |
| Available Resources of the Firm               | 0-10          | 7                        |
| Cost of Service                               | 0-20          | 15                       |
|   | <b>Total</b>  | <b>85</b>                |

## Comments:

Experience shown for waste handling experience, minimal on vehicle storage/maintenance facilities. No staff listed for electrical, mechanical, structural, and landscaping. Geotechnical states that they will review density testing information, no geotechnical staff listed.

Architect: Stone Group Architects

Evaluator: RH

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 20                       |
| Qualification of the assigned personnel       | 0-30          | 29                       |
| Prior Pertinent Staff Experience              | 0-20          | 17                       |
| Available Resources of the Firm               | 0-10          | 9                        |
| Cost of Service                               | 0-20          | 20                       |
|   | <b>Total</b>  | <b>95</b>                |

## Comments:

Good proposal layout. Experience shown for equipment storage facilities, public bldgs (shop, vehicle maint, and storage), and fire stations. Team includes electrical, mechanical, plumbing, structural, geotechnical, and landscaping.



Architect: HDR

Evaluator: RH

| <b>Evaluation Criteria</b>                    | <b>Points</b> | <b>Evaluation Points</b> |
|---|---------------|--------------------------|
| Completeness and Organization of the Proposal | 0-20          | 19                       |
| Qualification of the assigned personnel       | 0-30          | 28                       |
| Prior Pertinent Staff Experience              | 0-20          | 19                       |
| Available Resources of the Firm               | 0-10          | 9                        |
| Cost of Service                               | 0-20          | 10                       |
|   | <b>Total</b>  | <b>85</b>                |

## Comments:

Good proposal layout, good experience with waste facilities. Team included inhouse on electrical, mechanical, structural and Braun Intertec for geotechnical. No experience or staff listed for landscape design. Scope for scalehouse doesn't include exterior restroom. Seems as those most meetings would be held via teleconference. Limits placed on the amount of Request for Information (RFI), Field Orders (FO), and Change Orders). Limited local architectural experience.

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February 5, 2020

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

RE: Solid Waste Management Agreement with Red River Removal and Delivery, LLC

Dear Commissioners:

Attached for your approval is a Solid Waste Management Agreement between the City of Fargo and Red River Removal and Delivery, LLC. The Agreement outlines the provisions of being a Private Hauler within the City of Fargo and governs the collection and delivery of waste generated within the City. The agreement also outlines the approved billing procedures, and provides a detailed list of and waste that is prohibited at the Fargo Landfill Facility.

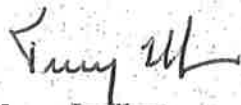
Prior to the Agreement application process, the applicant did meet the Waste Hauler provisions of the North Dakota Department of Health and the Commercial Hauler permit provision by the City of Fargo Auditor's Office. The Agreement shall have an initial term of ten years, renewable for an additional period of five years by mutual agreement.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION**

Approve The Solid Waste Management Agreement between the City of Fargo and Red River Removal and Delivery, LLC, effective February 10, 2020.

Respectfully Submitted,



Terry Ludlum  
Solid Waste Utility Director

cc: Paul Hanson, Landfill Supervisor  
Sharon Johnson, Solid Waste Office Manager

**SOLID WASTE MANAGEMENT AGREEMENT  
FOR PRIVATE HAULERS IN THE CITY OF FARGO**

**PARTIES**

THIS AGREEMENT is entered into this 10<sup>th</sup> day of February, 2020, by and between the CITY OF FARGO (A City), a political subdivision of the State of North Dakota and Rad River Removal & Delivery, LLC (A Private Hauler), collectively referred to as the parties.

**RECITALS:**

**WHEREAS**, the Solid Waste Management Rules of North Dakota, NDCC Chapter 23-29 and NDAC Article 33-20, as amended require the City to establish a solid waste management program; and

**WHEREAS**, the City wishes to assure the protection of the environment and protect against environmental liability by insuring the proper operation of the program and solid waste facilities for its citizens; and

**WHEREAS**, the North Dakota legislature has established reduction goals in an effort to reduce the waste stream volumes entering municipal solid waste (MSW) landfills; and

**WHEREAS**, it is the desire of the City to reduce the volume of solid waste generated in the City by ensuring that the fees charged for solid waste disposal better reflect the true long term costs of waste disposal, and to reuse or recycle certain components of such solid waste to the maximum extent appropriate; and

**WHEREAS**, the City is operating a MSW landfill and related recycling programs for the purpose of (1) disposal of residential, commercial and industrial solid waste, and (2) diverting certain wastes for recycling purposes; and

**WHEREAS**, the City finds that the most effective means to protect residents and businesses of the City of Fargo from liability under state and federal environmental statutes is to ensure that solid waste generated in the City comes under the control of the City, and is disposed of in an appropriate location, including, without limitation, in the City-supervised and operated MSW landfill; and

**WHEREAS**, the Private Hauler is in the business of collecting solid waste in the City and desires to voluntarily enter into this Solid Waste Management Agreement governing its collection of solid waste generated within the City; and

**WHEREAS**, entering into this Agreement will be mutually beneficial to both the Private Hauler and the City; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein set forth, and in order to permit the City to accomplish the goals and objectives set out in the Rules, it is agreed to by the parties hereto as follows:

**ARTICLE I  
DEFINITIONS AND OTHER PROVISIONS  
OF GENERAL APPLICATION**

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise;

Acceptable Waste means materials generally referred to as residential, commercial, or industrial waste as defined in Article 13-0501 of the Fargo Municipal Code, which have traditionally been disposed of in a solid waste landfill, consistent with City solid waste ordinances and which are not prohibited wastes.

Agreement means this Solid Waste Management Agreement, as it may hereafter be amended or supplemented.

Generators means the residential, commercial and industrial generators within the City of Fargo.

Landfill means the City of Fargo Municipal Solid Waste Landfill.

Private Hauler means any person or entity, including the Private Hauler, licensed to collect or transport waste from residential, commercial, or industrial property.

Prohibited Waste means Prohibited Waste as defined in Exhibit A hereto.

Self-Hauler means a person or entity who transports municipal waste generated by that person or entity or another person or entity without compensation.

Solid Waste Ordinances means the ordinances found in Article 13-05 of the Fargo Municipal Code adopted by the City and amended from time to time.

Tipping Fee is the charge for the use of the Landfill for the disposal of Acceptable Waste as set by City of Fargo Solid Waste Ordinances.

Unforeseen Circumstance means any act, event or condition that has had, or will have a material adverse effect on the rights or obligations of the Private Hauler or the City under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

- (a) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

- (b) The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit license, consent, authorization or approval essential to the operation of the Landfill; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith or any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action of inaction of such party; and
- (c) The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Landfill site which are required for and essential to the operation of the Landfill.

Waste means all waste as defined in Article 13-1501 of the Fargo Municipal Code delivered or caused to be delivered to the Landfill.

Section 1.2. References. All references in this Agreement to designated Articles, Sections and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as executed. The words herein, hereof, hereunder and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

Section 1.3. Other References. The terms defined in Section 1.1 include the plural as well the singular, and the use of any gender refers to all genders. All accounting terms are in accordance with generally accepted accounting principles. All computations provided for herein shall be made in accordance with generally accepted accounting principles.

Section 1.4. Representations by the Private Hauler. The Private Hauler makes the following representations as the basis of its covenants herein:

- (1) The Private Hauler, if a corporation, is duly incorporated, and is in good standing under the laws of the State of North Dakota, has power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement.
- (2) The Private Hauler, if a partnership, is a validly formed and existing partnership, has power to enter into this Agreement and by proper action of the partnership has authorized the execution and delivery of this Agreement.
- (3) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Private Hauler, if it is a corporation, or of the partnership agreement, if the Private Hauler is a partnership, or of any restriction or of any agreement or instrument to which the Private Hauler is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances of any

nature upon any of the property or assets of the Private Hauler contrary to the terms of any instrument or agreement.

- (4) The Private Hauler is duly licensed to collect Waste within the City; the Private Hauler has obtained all requisite approvals of the State of North Dakota and other federal, state, regional and local government bodies for the collection of the Waste it collects.
- (5) The Private Hauler has or will obtain all equipment and personnel necessary to fulfill its obligation under this Agreement and will maintain all accounting and billing systems necessary to fulfill its obligations under this agreement and applicable ordinances, and will, further, fully comply with all applicable licenses, permits, laws or ordinances.
- (6) The Private Hauler is able to deliver to the Landfill all Acceptable Waste collected by it from all of its present and future customers in the City in accordance with the terms of this Agreement.
- (7) To the extent that the Private Hauler with regard to Section 3.6 is the legal successor to prior commercial Haulers, the Private Hauler has obtained the irrevocable right to fully and unconditionally release claims against the City on their behalf.
- (8) The Private Hauler understands that this Agreement does not include, and does not apply to, the collection of Waste generated outside the geographic boundaries of the City of Fargo, except as expressly provided herein.

Section 1.5 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Prohibited Waste

Exhibit B: City of Fargo Waste Management Credit Policy

The City may from time to time during the term of this Agreement amend or modify the provisions of these exhibits, subject to advance notice to and input from the Private Haulers.

## ARTICLE II DELIVERY OF WASTE

Section 2.1. Private Hauler Status, Collection and Billing Procedures. Execution of this Agreement by the City constitutes the substitute contract waiver of the limitation on private haulers as set forth in Article 13 of the City's ordinance providing for organized collection. As such, the agreement entitles the Private Hauler to continue to provide collection and hauling services, and bill directly, to all customers currently being serviced by the Private Hauler at the time of the execution of this agreement, and compete for new or additional accounts and customers so long as the Private Hauler is in compliance with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement, the City retains the absolute right to provide waste collection and disposal services exclusively to all residential accounts. In addition, the City may provide service directly to those commercial accounts it obtains as part of its own proprietary commercial hauling operations provided directly by the City, or by contracting with a private hauler.

Section 2.2. Collection and Delivery of Acceptable Waste. The Private Hauler hereby agrees to collect and promptly deliver to the City at the Landfill, in accordance with the terms of this Agreement and with such collection and delivery procedures as the City may from time to time prescribe, commencing on the effective date of this Agreement and continuing thereafter during the term of this Agreement, the total quantity of Acceptable Waste generated in the City of Fargo collected by the Private Hauler, subject to the terms and conditions of this Agreement.

Section 2.3. Delivery of Prohibited Waste. The Private Hauler agrees to use its best efforts to deliver only Acceptable Waste to the Landfill. The City shall not be required to accept any Waste which does not constitute Acceptable Waste. The City shall have the right, but not obligation, to inspect all vehicles delivering Waste to the Landfill. No inspection by the City shall limit the obligation of the Private Hauler to deliver only Acceptable Waste to the Landfill. If the City in the exercise of its reasonable judgement determines that a vehicle contains any Prohibited Waste, as defined in Exhibit A, the City may reject the entire delivery and the Private Hauler shall forthwith remove such entire delivery from the Landfill for disposal at a specified Facility. All costs of such removal and disposal shall be borne by the Contact Hauler. In addition, a sum equal to the disposal fee provided in Section 2.6 and as adjusted, together with all costs including special handling fees if applicable, incurred by the City, shall be charged to the Contact Hauler for each ton of Waste delivered by the Private Hauler and rejected by the City.

The Private Hauler shall have the sole responsibility to remove from the Landfill, Prohibited Waste it has delivered and pay the resulting cost, notwithstanding any prior acceptance of such Waste as Acceptable Waste by the City. Such removal shall be accomplished promptly after notice, verbal or written, is received by the Private Hauler from the City that any Waste previously delivered by the Private Hauler is Prohibited Waste. In the event the Private Hauler refuses to or unreasonable delays its removal of Prohibited Waste, (i.e. delays by more than 24 hours), the City may remove and dispose of the Prohibited Waste and charge the costs of such removal and disposal to the Private Hauler on the next monthly invoice to the Private Hauler.

Section 2.4. Delivery Conditions. The Private Hauler agrees that all Acceptable Waste shall be delivered in accordance with the following terms and conditions:

- (a) Hours and Days of Delivery. The City, unless it notifies the Private Hauler otherwise, shall accept deliveries from the Private Hauler during the operating hours as posted at the Landfill.

- (b) Final Disposal Location. Once annually, during the term of this agreement, the Private Hauler shall inform each customer in writing of the final disposal location(s) of the Solid Waste collected from the customer. The Private Hauler shall make the same report in writing to The City of Fargo.
- (c) Origin of Waste. The Private Hauler, acting through its drivers, shall state the origin by municipality of collected Waste on the Landfill scale ticket at time of delivery to the Landfill.
- (d) Commingling of Waste: The Private Hauler, acting through its drivers, shall not commingle Waste generated inside the geographic boundaries of the City of Fargo with waste generated outside the geographic boundaries of the City of Fargo, unless and until a separate contract agreement for the outside waste has been entered into between the Private Hauler and the City of Fargo.
- (e) Differential Tipping Fees: The Private Hauler understands that the City reserves all rights to charge a different tipping fee at the Landfill for the disposal of Waste generated outside the geographic boundaries of the City of Fargo than for Waste generated inside the geographic boundaries of the City of Fargo.
- (f) Transportation to Landfill. The Private Hauler shall be solely responsible for the provision, at its expense, of all personnel and equipment necessary to transport all Waste to be delivered under this Agreement and to deliver the same to the Landfill in accordance with such regulations relating to the manner of delivery as the City may from time to time establish.
- (g) Equipment. All equipment used by the Private Hauler for collection and transportation of Waste for delivery pursuant to this Agreement shall be licensed pursuant to and comply with all ordinances and regulations which may from time to time be enacted with respect thereto, and shall comply with such equipment specifications as may be established by the City or other regulatory agencies. The City may reject any delivery of Waste delivered by equipment in violation of this paragraph. In the event of such a rejection, a sum equal to the special handling fee, if applicable, as adjusted shall be charged to the Private Hauler for each ton of Waste, or part thereof, delivered by the Private Hauler and rejected. The Private Hauler shall maintain with the City such information concerning equipment of the Private Hauler as may be requested from time to time by the City.
- (h) Landfill Rules. The Private Hauler will comply with all reasonable rules and regulations posted at the Landfill.

Section 2.5. Tipping Fee Remittance. The tonnage of Waste hereunder shall be determined as provided in section 2.7. The Tipping Fees remitted by the Private Hauler to the City for each ton of Waste delivered to the Landfill shall comply with Section 4.5.

Section 2.6. Monthly Statements; Payments. The City shall, within ten (10) days following the last day of each month subsequent to the effective date of this Agreement and within ten (10) days following the expiration of the term or termination of this Agreement,



submit to the Private Hauler a statement of the total tonnage of Acceptable Waste delivered to the Landfill during the preceding month or other applicable period and the amount which the Private Hauler is required to remit to the City pursuant to this Agreement. The charge for each month during the term of the Agreement shall be computed on the basis of the tipping fees as noted in Section 4.5. The City of Fargo reserves the right to audit the accounts receivable and other records of the Private Hauler as necessary to verify the accuracy of the accounts receivable and other records of the Private Hauler. City staff or appointed representatives will perform the audit at no cost to the Private Hauler except in the event where material discrepancies and/or violations are noted or the Private Hauler's records are incomplete or incorrect, the City may calculate the correct remittances due the City and charge the cost of necessary work to the Private Hauler. Remittances for each month's deliveries shall be paid according to the City of Fargo's Waste Management Credit Policy as set out in Exhibit B. Such audit shall be subject to the applicable laws of the State of North Dakota.

Section 2.7. **Weighing at Facility.** The City shall maintain at the landfill certified truck-weighing scales operated by a scale operator. The tonnage of Acceptable Waste delivered at the Landfill shall be determined by the deduction of the tare weight of the vehicle from the total loaded weight of the vehicle. The tare weight of the vehicle is determined after the contents of each vehicle load is disposed of at the Landfill. The City or Private Hauler shall have the right at any time to reweigh any vehicle. The City shall provide to the driver of each vehicle making a delivery to the Landfill a receipt signed by the scale operator, which shall also be signed by the driver of the vehicle, setting forth the gross weight, tare weight, date, time, truck identification, total tonnage and origin of Acceptable Waste determined to have been delivered to the Landfill by such Vehicle. Whenever any Waste is not accepted, the outgoing vehicle shall be weighed and receipted in a like manner. All such receipts shall be prepared in triplicate, with the City retaining one copy or a suitable machine record. Such receipts shall be used by the City, as the basis for determining the remittances required by Section 2.6 and Section 2.7. The Private Hauler through its authorized representatives, shall have the right from time to time to audit, at the Private Hauler's sole cost, the weight records of the Landfill, provided such audits are made at reasonable times and upon prior written notice and in accordance with applicable laws of the State of North Dakota and do not in any way interfere with the orderly operation of the Landfill.

### **ARTICLE III COVENANTS OF THE PRIVATE HAULER**

Section 3.1. **Indemnification.** The Private Hauler shall take all precautions necessary to protect the public against injury and shall defend, indemnify and save the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the Private Hauler, its agents, employees, or independent contractors, while engaged in the performance of this Agreement including, but not limited to damages and claims of damages caused by hot loads delivered by the Private Hauler, fires caused by hot loads after delivery, driver-caused damage to any part of the Landfill and the cost of clean up of Waste contaminated by the Private Hauler, and against any and all claims, liens and claims of liens for labor performed or material or services furnished or subcontracted for by the Private Hauler with or without authorization of the City. The Contact Hauler shall also defend, indemnify and save the City harmless from and against all liabilities, losses, damages, costs

and expenses (including attorney's fees and expenses of the City), causes of action, suits, claims, demands and judgments of any nature arising from violation of any representation, agreement, warranty, covenant or condition of this Agreement. The City shall indemnify the Private Hauler for any damages, including costs of defense, for the negligence of itself, its employees or agents arising from the violation of any representation, agreement, warranty, covenant or condition of this Agreement.

Section 3.2. Insurance. The Private Hauler shall obtain and furnish to the City evidence of all insurance required under City of Fargo Solid Waste Ordinances, covering all vehicles to be used and all operations to be performed by the Private Hauler, its subcontractors and independent contractors in performing this Agreement. Such insurance may be provided by the Private Hauler and separately by the individual subcontractors and independent contractors; or, in the alternative, the Private Hauler may furnish evidence of such insurance covering itself as well as all of its subcontractors and independent contractors as additional insureds. The Private Hauler shall ensure that the City of Fargo is included as an additional insured in all policies required under this Section.

Section 3.3. Nondiscrimination. The Private Hauler agrees that it shall not, within the State of North Dakota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or sex, and will include a provision prohibiting such discrimination in all subcontracts entered into for the performance hereof.

Section 3.4. Notice of Default. The parties will give to the other prompt notice of any condition or event that constitutes an Event of Default.

Section 3.6. Continuing Existence and Qualification. The Private Hauler will remain duly qualified to do business in the State of North Dakota and licensed to operate as a Private Hauler in the City of Fargo.

Section 3.6. Waiver of Liability and Covenant Not to Sue. The Private Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of City ordinances, resolutions, policies, contracts, or other actions controlling or attempting to control, the collection, disposal or other handling of Waste. The waiver specifically extends to any predecessor individuals, partnerships, corporations or other entities, of the Private Hauler. The Private Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any City ordinance related thereto is unconstitutional or illegal and should any other individual establish such in any court of law that the Private Hauler will not claim any damages.

Section 3.7. Charge for Collection. The Private Hauler agrees to charge for collection of Waste based upon the usual industry standards.

Section 3.8. Independent Contractor. The Private Hauler shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Private Hauler as the agent, representative, or employee of the City of Fargo for any purpose or in any manner whatsoever. The Private Hauler is to be and

shall remain an independent contractor with respect to all the services performed under this Agreement. The Private Hauler represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Private Hauler or other persons while engaged in the performance of any work or services required by the Private Hauler under this Agreement shall have no contractual relationship with the City of Fargo, and shall not be considered employees of the City of Fargo. Any and all claims that may or might arise under Chapter 52-01, et seq., N.D.C.C. of the State of North Dakota on behalf of said personnel, arising out of employment or alleged employment, including without limitation, claims of discrimination against the Private Hauler, its officers, agents, contractors, or employees, shall in no way be the responsibility of the City of Fargo. The Private Hauler shall defend, indemnify, and hold the City of Fargo, its officers, agents, and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever, from the City of Fargo, including, without limitation, tenure rights, hospital and medical care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay, and PERA.

#### ARTICLE IV COVENANTS OF CITY

Section 4.1. City's Duty to Accept Waste. For the term of this Agreement, the City shall accept from the Private Hauler all Acceptable Waste delivered by the Private Hauler to the Landfill or to such other location as the City shall specify, in accordance with the terms of this Agreement.

Section 4.2. Failure to Accept Waste at Landfill. If at any time the City is unable to receive all or any part of the Private Hauler's Acceptable Waste at the Landfill for any reason, then the City shall verbally notify the Private Hauler's truck operator or dispatcher and any other responsible party designated by the Private Hauler for notification, such notification to be followed by written confirmation to the Private Hauler. The City shall also station an individual or post a sign during normal waste receiving hours to notify truck operators of the suspension of operations. The Private Hauler shall be authorized to haul the waste to any State approved waste processing or disposal facility, as determined by the City of Fargo Solid Waste Operations Manager. All costs of such transportation and disposal shall be borne by the Private Hauler. The City shall give at least 48 hours verbal notice to the Private Hauler when operations at the Landfill will resume. If such 48-hour notice is given, then the Private Hauler shall deliver waste to the Landfill in accordance with this Agreement when operations resume. If such advance notice is not given, then the Private Hauler shall begin delivery of Waste to the Landfill within 48 hours of having received notice from the City.

Section 4.3. Proper Disposal of Waste. The City shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Agreement and all applicable laws and regulations.

Section 4.4. Enforcement of Similar Agreements and Solid Waste Ordinances. The City shall exercise its best efforts to enforce all similar agreements and related Solid Waste Ordinances. The City agrees that it will not extend preferential rates or privileges to any individual Private Hauler, unless such rates or privileges are offered to all Private Haulers. However, the City may continue preferential rates to single-family residential accounts. The City reserves the right to enter into similar contracts with other Private Haulers, waste generators or governmental bodies with the same rates and privileges.

Section 4.5. Establishment of Tipping Fees. The City agrees to establish the following Tipping Fees effective January 1, 2020:

\$ 46<sup>00</sup> per ton - Fargo Waste

The City reserves the right to adjust the Tipping Fees subject to the following:

- (1) Public notice of the intent to adjust the Tipping Fee will be given and a public hearing of the City Commission will be held on the adjustment;
- (2) Any increase in the Tipping Fee will be based on and directly related to increased capital or operational costs of the Solid Waste Division, including any increase in maintenance costs in addition to the anticipated costs, or decreased revenue from the operation of the Landfill; and
- (3) No such adjustment will be made during the first 3 years after the effective date of this Agreement. Thereafter, adjustments shall be made not more than once annually and shall also be reflected in the City's commercial fee matrix.

In addition to the Tipping Fees, the Private Hauler will pay all applicable taxes and other fees established by the State of North Dakota or other governmental body other than the City.

Section 4.6. No Waiver of Immunity: Nothing in this Agreement shall constitute a waiver or diminution by the City of Fargo of any immunities or statutory limitations on liability.

## ARTICLE V EVENTS OF DEFAULT REMEDIES

Section 5.1. Events of Default. Any of the following events shall constitute an Event of Default:

- (a) The failure to delivery any Acceptable Waste as required by Section 2.1; or
- (b) If the Private Hauler enters voluntary bankruptcy or insolvency, or seeks

- reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law, [or makes any general assignment for the benefit of its creditors without complying with the provisions in Section 6.4 regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Private Hauler which prevents or impairs the Private Hauler's ability to perform all terms and conditions of this Agreement; or
- (c) The failure to perform or observe any other of the covenants, agreements or conditions on the part of the Private Hauler or the City in this Agreement, including the failure to make punctual payment of any amounts due pursuant to Section 2.5, and such default shall have continued for a period of fifteen (15) days after written notice thereof given by the other party to defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting party.

Section 5.2. Other Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. In addition, upon the occurrence of an Event of Default, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party. The City retains the right to enforce against the Private Hauler all applicable ordinances, regulations, statutes or permits.

Section 5.3. Manner of Exercise. Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law or in equity or by statute.

## ARTICLE VI GENERAL TERMS

Section 6.1. Terms and Termination. This Agreement shall become effective on February 10, 2020, if and only if on or before that date the City has given the Private Hauler notice that contracts identical to this Agreement (except with regard to the name of the Private Hauler) have been executed by a sufficient number of Private Haulers to justify the waiver from the organized collection provisions, such justification to be in the sole and complete discretion of the City. If such notice is not given on or before       , 20  , this Agreement shall be null and void. The Agreement shall have an initial term of ten years from February 10, 2020, renewable for an additional period of 5 years by mutual agreement of the parties provided that the Private Hauler shall provide final, binding notice of intent to renew no later than January 10, 2030, provided City has given notice of the same 30 days prior thereto.

This Agreement shall also terminate:

- (a) If the City permanently ceases the operation of its Landfill; or
- (b) If this Agreement is terminated by the non-defaulting party after an Event of Default, as provided in Section 5.1; or
- (c) If the City lawfully terminates its solid waste management program; or
- (d) By mutual agreement of the parties.

Section 6.2. Private Hauler's Obligations Unconditional. Without limiting any of the other provisions of this Agreement, all obligations of the Private Hauler to make Tipping Fee remittances and other payments due to the City under this Agreement shall be absolute and unconditional, and the Private Hauler shall not be entitled to any abatement, diminution, set off, abrogation, waiver or modification thereof, nor to any termination of this Agreement by any reason whatsoever, except as expressly provided herein, regardless of any rights of set off recoupment or counterclaim that the Private Hauler might otherwise claim against the City or any other party or parties and regardless of any contingency, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place before, during or after the effective date of this Agreement, except during the pendency of an Unforeseen Circumstance.

Section 6.3. Disposal of Waste other than for Private Hauler. The Private Hauler recognizes that the Landfill will be operated for the purpose of receiving Waste from a number of sources. The Private Hauler agrees that the City shall have the right to accept Waste at the Landfill delivered by joint powers, authorities or public agencies, municipal or other private corporations, individuals or partnerships, and other Private Haulers. The City may accept Waste on a first come first served basis, and set tipping fees for waste received from non-Private Haulers in any manner it deems appropriate. The Private Hauler agrees that the City shall not be liable to the Private Hauler for any costs or expenses incurred by the Private Hauler in connection with delivery of Waste to the Landfill whether such costs or expenses are attributed to waiting time, temporary shutdown of the Landfill or any other cause whatsoever.

Section 6.4. Successors and Assignment. This Agreement shall be binding upon any successor or assignee of the Private Hauler and the Private Hauler agrees that any transfer of assignment by any means or in any manner of any right, title or interest in the business of Private Hauler will provide that the transferee or assignee agrees to be bound by this Agreement. The transfer or assignment of the rights and/or obligations of the Private Hauler under this Agreement shall be effective upon (i) written acknowledgment to the City by the transferee or assignee that the transferee or assignee is bound by all the terms and conditions of this Agreement, and (ii) the issuance of a Private Hauler license by the City to the transferee or assignee. A Private Hauler license is not transferable. Transferees or assignees must apply for a Private Hauler license to do business in the City of Fargo.

Section 6.5. Voluntary Agreement. The parties hereto have voluntarily entered into this Agreement because of the mutual benefits to be derived by each.

Section 6.6. Relationship of the Parties. Except as provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. This Agreement does not create any fiduciary relationship between the parties or any relationship of employer-employee.

Section 6.7. Representatives. The authorized representative of the City for purposes of this Agreement shall be the City of Fargo Solid Waste Operations Manager.

The authorized representative of the Private Hauler for purposes of this Agreement shall be: \_\_\_\_\_ . Either party may change its representative upon five (5) days written notice to the other party.

Section 6.8. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other party by hand to such party's designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage paid, and addressed as follows:

If to the City:                      Operations Manager  
    City of Fargo  
    Solid Waste Division  
    2301 8th Avenue North  
    Fargo ND 58102

If to a Private Hauler: Red River Removal & Delivery, LLC  
    Attn: Tara Thompson  
    P.O. Box 10366  
    Fargo ND 58106

or to such other addresses as either party hereto may, from time to time, designate in writing by notice to the other party.

Section 6.9. Entire and Complete Agreement. This Agreement constitutes the entire and complete Agreement of the parties, exclusive of all prior or contemporaneous understandings, arrangements and commitments, all of such, whether oral or written, having been merged herein.

Section 6.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or enforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6.11. Applicable Law. The laws of the State of North Dakota shall govern the validity, interpretation construction and performance of this Agreement. Nothing in this Agreement shall be deemed to relieve the Private Hauler of any obligation under the Rules, the Solid Waste Ordinances or any other law.

Section 6.12. Unforeseen Circumstance. The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF FARGO, NORTH DAKOTA  
A municipal corporation

By \_\_\_\_\_  
Its Mayor

Attest:

\_\_\_\_\_  
City Auditor

Approved as to form and execution.

\_\_\_\_\_  
City Attorney

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

PRIVATE HAULER:

Red River Removal and Delivery, LLC

By Jacob Thompson  
Jacob Thompson, Site Manager



**EXHIBIT A**  
**Fargo Landfill Facility**  
**Prohibited Waste**

1. **Hazardous Waste**  
(other than normal household quantities)  
Including:
  - a. Ignitables (solvents, fuels, paints, etc.)
  - b. Corrosives (acids and alkalis)
  - c. Reactives (hypochlorites - swimming pool chemicals, cyanides, etc.)
  - d. Toxicity Characteristic wastes
  - e. Other listed hazardous wastes
2. **Industrial Waste**  
(Nonhazardous waste generated by industrial or manufacturing processes)  
MSW Landfills may accept an amount of up to ten percent of the total weight of MSW received per month if the industrial waste is identified in the industrial waste management procedures contained in the approved operating plan.
3. **Lead Acid Batteries**
4. **Liquids**  
(other than normal household quantities)
5. **Animal Manure**
6. **Septic Tank Pumpings**
7. **Tires**
8. **Major Appliances**  
(refrigerators, washers, etc.)
9. **Municipal Waste Incinerator Ash**
10. **Pesticide Containers**  
(other than normal household quantities or triple rinsed and punctured)
11. **PCB Waste and PCB Oils**  
(transformers and capacitors)
12. **Sludges**  
(raw or digested sewage sludges, lime sludges, grit chamber cleanings bar screenings, oil sludges and other sludges unless approved by the NDDH)
13. **Regulated Infectious**  
(other than normal household quantities)  
MSW landfills may accept regulated infectious waste from hospitals, nursing homes, etc. If

incinerated or autoclaved and sharps rendered “non-sharp” with NDDH approval.

**14. Waste Oil**

**15. Special Waste**

(nonhazardous solid wastes generated by energy conversion facilities; crude oil and natural gas exploration and production; mineral and ore mining; beneficiation and extraction; and surface coal mine operations)

**16. Other Waste**

(toxic or adverse characteristics potentially impacting public health or environmental resources)

**EXHIBIT B**  
**City of Fargo**  
**Waste Management Credit Policy**

PURPOSE:

It is a financial policy of the City to selectively use available capital in a way that will best serve our taxpayer=s interest. We feel we do this best by using our money to provide efficient services to the taxpayers, rather than using it to finance customer accounts receivable beyond regular terms or accounts that are uncollectible.

To protect the taxpayer=s best interest, the Board of Commissioners has adopted a general credit policy; and individual division policies where necessary. The following guidelines apply to all services provided by the Division of Solid Waste:

Interest:

Interest will be charged to all accounts over 30 days at the annual rate equal to 1.5% per month or 18% per annum. Periodically the interest rate will be reviewed to ensure that is not too high or too low.

Past due accounts:

Past due accounts will be pursued by the Division or designated individual as approved by the Commission. If a receivable is determined to be uncollectible, it may be written off as follows:

- a. A/R Supervisor has authority to write off accounts that have been through the collections policy for amounts up to \$1,000 per account.
- b. Director of Finance approves write offs from \$1,000 to \$5,000.
- c. Amounts greater than \$5,000 to be approved by the Finance Committee

Effective date of Commission Action: May 1, 2004 Changes effective: Same

24

February 3, 2020

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

**Re: Memorandum of Offer to Landowner  
Permanent Easement (Storm Sewer)  
Improvement District #BN-19-A1**

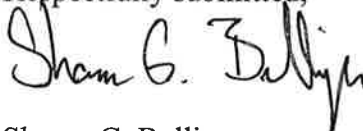
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Perry Real Estate Fargo South, LLC** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

|   |                |                                   |
|---|----------------|-----------------------------------|
| Project<br>BN-19-A1                                   | County<br>Cass | Parcel(s)<br>Storm Sewer Easement |
| Landowner Perry Real Estate Fargo South, LLC          |                |                                   |
| Mailing Address 23759 Rokmar Rd Battle Lake, MN 56515 |                |                                   |

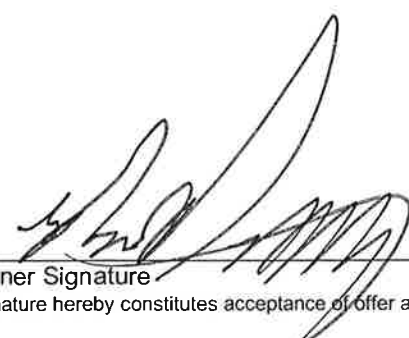
The following-described real property and/or related temporary easement areas are being acquired for project purposes:


See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 600.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

|                               |    |        |
|-------------------------------|----|--------|
| Land                          | \$ |        |
| Easement and Access Control   | \$ | 600.00 |
| Improvements on Right of Way* | \$ |        |
| Damages to Remainder          | \$ |        |
| Total Offer                   | \$ | 600.00 |

\*Description of Damages to Remainder are as follows:

  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commision has considered the offer and approves the same:*



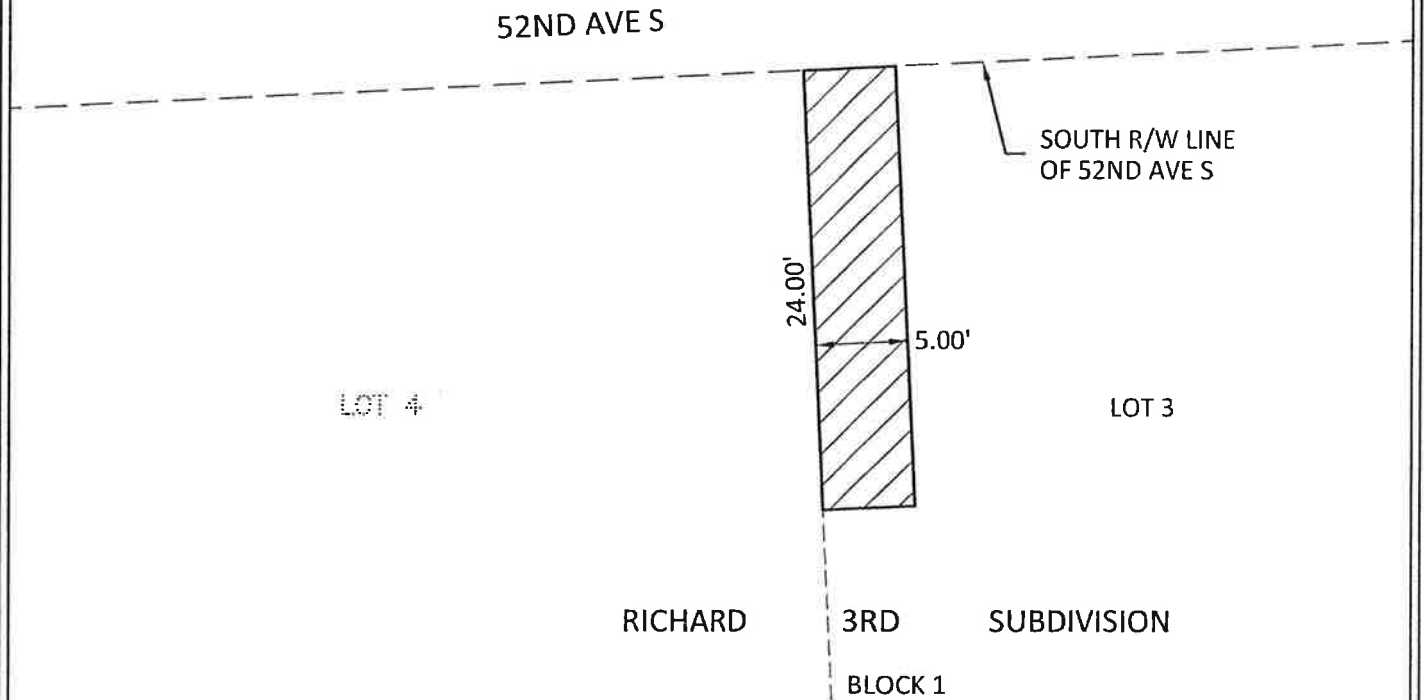
Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

# EXHIBIT A

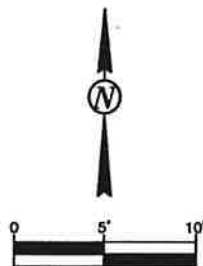


## Description:

A Tract of land over, under and across Lot 3, Block 1 of RICHARD 3RD SUBDIVISION, City of Fargo, Cass County, North Dakota described as follows:

The west 5.00 feet of the north 24.00 feet of said Lot 3.

Said Tract contains 120 square feet, more or less.



BEARINGS BASED ON  
CITY OF FARGO GROUND CONTROL SYSTEM



## LEGEND

STORM SEWER EASEMENT



ENGINEERING DEPT.

## STORM SEWER EASEMENT

A TRACT OF LAND IN LOT 3, BLOCK 1, RICHARD 3RD SUBDIVISION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: NOVEMBER 22, 2019

SHEET 1 OF 1

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(25)

Improvement District No. BN-19-J1

Type: Time Extension (CO #5)

Location: Fitzsimonds Addition

Date of Hearing: 2/3/2020

RoutingDate

City Commission

2/10/2020

PWPEC File

X

Project File

Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding a time extension (CO #5) requested by Fox Underground due to weather related delays.

Staff is recommending approval of the time extension (CO #5) adjusting the Final Completion Date from December 23, 2019 to April 15, 2020.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (CO #5) as described above to Fox Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #5) adjusting the Final Completion Date to April 15, 2020.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: 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

☒

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

☐☐☐

Tom Knakmuhs

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Scott Olson, Project Engineer  
**Date:** January 23, 2020  
**Re:** Improvement District No. BN-19-J1 – Time Extension (CO #5)

---

### **Background:**

Improvement District No. BN-19-J1 is for the new construction of underground utilities, concrete pavement, and street lights on 51<sup>st</sup> Avenue South.

Fox Underground is the Prime Contractor for this Improvement District.

### **Street Light Pole Installation Delay:**

A time extension was previously granted to Fox Underground in Change Order #4 due to a delay in the street light pole delivery from the manufacturer making the Final Completion Date December 23, 2019. While the poles were delivered on the dates specified in Change Order #4, the electrician was unable to gain access to the area due to the large amount of snow on-site following the recent storms in the FM area. Due to the project not being completed and accepted, the street has also not been plowed.

Given the amount of snow, the lack of activity and access needed from 51<sup>st</sup> Avenue South and the fact that the Street Department doesn't need additional routes to manage this winter, Engineering is recommending that the Final Completion Date for the project be extended to April 15, 2020, giving Fox and their subcontractors time in early spring to install the street light poles.

### **Recommended Motion:**

Approve the described Change Order #5 and extend the Final Completion Date from December 23, 2019 to April 15, 2020.

SEO/klb  
Attachment

C: Tom Knakmuhs, Assistant City Engineer





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

|                         |  |                 |                 |
|-------------------------|--|-----------------|-----------------|
| Improvement District No | BN-19-J1   | Change Order No | 5               |
| Project Name            | Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals |                 |                 |
| Date Entered            | 1/27/2020  | For             | Fox Underground |

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:** Time Extension Request

With the project not being completed and accepted yet the street has not been plowed limiting the Contractors ability to install the street light poles. Engineering is recommending that the Final Completion date for the project be extended to April 15, 2020 giving Fox and their subcontractors time in early spring to the install the street light poles.

| 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 (\$) |
|---|---------|------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| <b>Summary</b>                          |         |                  |      |               |              |               |              |              |                 |                    |
| <b>Source Of Funding</b>                |         |                  |      |               |              |               |              |              |                 |                    |
| <b>Net Amount Change Order # 5 (\$)</b> |         |                  |      |               |              |               |              |              |                 |                    |
| <b>Previous Change Orders (\$)</b>      |         |                  |      |               |              |               |              |              |                 |                    |
| <b>Original Contract Amount (\$)</b>    |         |                  |      |               |              |               |              |              |                 |                    |
| <b>Total Contract Amount (\$)</b>       |         |                  |      |               |              |               |              |              |                 |                    |
| 28,343.28                               |         |                  |      |               |              |               |              |              |                 |                    |
| 636,944.49                              |         |                  |      |               |              |               |              |              |                 |                    |
| 665,287.77                              |         |                  |      |               |              |               |              |              |                 |                    |

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 |
|-------------------------------------|-------------------------------|--|----------------------------------|---------------------------------|---------------------------|
| 09/16/2019                          |                               | 0.00                                   | 114.00                           | 09/16/2019                      |                           |

**Description**

**APPROVED**

*Sub Stos*

**APPROVED DATE**

For Contractor

*Fox Underground*

Department Head

*[Signature]*

2/5/2020

Title

*Vice President 1-29-20*

Mayor

## REPORT OF ACTION

(26)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-19-A0

Type: Contract Amendment #3

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

Date of Hearing: 2/3/2020

RoutingDate

City Commission

2/10/2020

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to Contract Amendment #3 submitted by KLJ in the amount of \$15,500.00, for additional engineering design services.

Staff is recommending approval of Amendment #3 in the amount of \$15,500.00, bringing the total contract amount to \$2,064,656.00.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the Contract Amendment #3 to KLJ.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Contract Amendment #3 to KLJ in the amount of \$15,500.00, bringing the total contract amount to \$2,064,656.00.

PROJECT FINANCING INFORMATION:

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

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


COMMITTEE

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>✓</u>         |
| <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"/> |                  |
| <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"/> | Tom Knakmuhs     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |                  |

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer – Transportation

**Date:** January 30, 2020

**Re:** Contract Amendment #3 for KLJ  
64<sup>th</sup> Avenue S – 25<sup>th</sup> Street to 45<sup>th</sup> Street  
City of Fargo Improvement District No. PN-19-A0

---

**Background:**

I have attached a contract amendment with KLJ as a part of this project. The amendment is for designing a cast-in-place storm sewer gateway structure at Drain 53 that they were not scoped to do as part of the original contract. The proposed fee for this additional work is \$15,500.

Included in this year's CIP is the street construction of 64<sup>th</sup> Avenue S from 25<sup>th</sup> Street to 33<sup>rd</sup> Street. The plan is to bid it in March, with construction slated to wrap up in late October.

**Recommended Motion:**

Approve Contract Amendment #3 with KLJ in the amount of \$15,500.

JMG\jmg  
Attachment

This is EXHIBIT, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [11/3/15].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 3**

The Effective Date of this Amendment is: 11/26/19.

Background Data

Effective Date of Owner-Engineer Agreement: November 3, 2015

Owner: City of Fargo

Engineer: Kadrmas, Lee & Jackson, Inc.

Project: City of Fargo Project PN-19-A0 – 64<sup>th</sup> Ave Reconstruction

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☒ Modifications to other terms and conditions of the Agreement

Description of Modifications:

*Design cast in place gate well structure, please see attached letter and cost summary.*

Agreement Summary:

|                                  |                 |
|----------------------------------|-----------------|
| Original agreement amount:       | \$ 585,000.00   |
| Net change for prior amendments: | \$ 1,464,156.00 |
| This amendment amount:           | \$ 15,500.00    |
| Adjusted Agreement amount:       | \$ 2,064,656.00 |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Original Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.


OWNER:

ENGINEER:

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By:   
Print  
name: mark ANDERSON

Title: Vice President, EPW

Date Signed: 1/7/2020



3203 32nd Avenue South, Suite 201  
Fargo, ND 58103-6242  
701 232 5353  
KLJENG.COM

November 26, 2019

Jeremy Gorden  
Division Engineer - Transportation  
City of Fargo  
225 4th Street North  
Fargo, ND 58102

**Re: BN-20-C1 – Cast in Place Gatewell Design**

Dear Mr. Gorden:

The City of Fargo has requested that the gatewell for the referenced project be designed as a cast in place structure opposed to a precast structure. This design was not included in the original scope of services. KLJ has developed a budget for this additional work of \$15,500. Please see the attached breakdown for more detailed information.

We are requesting a contract amendment for this work. If you have any questions or require additional information, please feel free to contact me at 701.271.4871 or [scott.middaugh@kljeng.com](mailto:scott.middaugh@kljeng.com).

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Scott Middaugh'.

Scott Middaugh  
Project Manager

Enclosure(s): Budget Breakdown

Project #: 14415104

cc:



COVER SHEET  
CITY OF FARGO PROJECTS

(27)

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

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

Water Main Replacement, Sanitary Sewer Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-20-B

Call For Bids February 10, 2020

Advertise Dates February 17 & 24, 2020

Bid Opening Date March 18, 2020

Substantial Completion Date September 19, 2020

Final Completion Date October 19, 2020

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

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Rick Larson

Phone No. (701) 476-6634

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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



## ENGINEER'S REPORT

WATER MAIN REPLACEMENT, SANITARY SEWER REPLACEMENT, STREET  
RECONSTRUCTION & INCIDENTALS

## IMPROVEMENT DISTRICT NO. BR-20-B

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer services, storm inlet leads, concrete curb & gutter, concrete and asphalt pavement, sidewalk replacement, street light repairs, and traffic signal replacement.

The project will be on 7<sup>th</sup> Avenue North from Broadway to Elm Street North.

**Purpose**

The existing water main is cast iron pipe (CIP), which was installed, in some areas, over 90 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks.

The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include concrete pavement from Broadway to 2<sup>nd</sup> Street and asphalt paving from 2<sup>nd</sup> Street to Elm Street, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, sidewalk replacement, traffic signal replacement, and street light repairs.

The project will be funded by a combination of City Funds (Wastewater Utility Funds and Water Utility Funds), State Funds, and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Feasibility**

The estimated cost of construction is \$2,962,081.95. The cost breakdown is as follows:

|   |           |                |
|---|-----------|----------------|
| Sanitary Sewer Costs                        | \$        | 81,505         |
| Plus 11.82% Engineering Fee:                | \$        | 9,631          |
| Plus 4% Administration Fee:                 | \$        | 3,260          |
| Plus 3% Legal Fee:                          | \$        | 2,445          |
| Plus 4% Interest Fee:                       | \$        | 3,260          |
| Plus 10% Contingency:                       | \$        | 8,151          |
| <b>Total Estimated Sanitary Sewer Cost:</b> | <b>\$</b> | <b>108,252</b> |
| Sanitary Sewer Amount Special Assessed:     | \$        | -              |
| Sanitary Sewer Amount City Funded:          | \$        | 108,252        |

|   |           |                |
|---|-----------|----------------|
| Water Main Costs                        | \$        | 418,664        |
| Plus 11.82% Engineering Fee:            | \$        | 49,469         |
| Plus 4% Administration Fee:             | \$        | 16,747         |
| Plus 3% Legal Fee:                      | \$        | 12,560         |
| Plus 4% Interest Fee:                   | \$        | 16,747         |
| Plus 10% Contingency:                   | \$        | 41,866         |
| <b>Total Estimated Water Main Cost:</b> | <b>\$</b> | <b>556,053</b> |

|                                     |    |         |
|-------------------------------------|----|---------|
| Water Main Amount Special Assessed: | \$ | 99,782  |
| Water Main Amount City Funded:      | \$ | 456,271 |

|  |           |                |
|--|-----------|----------------|
| Storm Sewer Costs                        | \$        | 247,375        |
| Plus 11.82% Engineering Fee:             | \$        | 29,230         |
| Plus 4% Administration Fee:              | \$        | 9,895          |
| Plus 3% Legal Fee:                       | \$        | 7,421          |
| Plus 4% Interest Fee:                    | \$        | 9,895          |
| Plus 10% Contingency:                    | \$        | 24,738         |
| <b>Total Estimated Storm Sewer Cost:</b> | <b>\$</b> | <b>328,554</b> |
| Storm Sewer Amount Special Assessed:     | \$        | -              |
| Storm Sewer Amount State Funded:         | \$        | 328,554        |

|                                     |           |                  |
|-------------------------------------|-----------|------------------|
| Paving Costs                        | \$        | 2,214,538        |
| Plus 11.82% Engineering Fee:        | \$        | 261,670          |
| Plus 4% Administration Fee:         | \$        | 88,582           |
| Plus 3% Legal Fee:                  | \$        | 66,436           |
| Plus 4% Interest Fee:               | \$        | 88,582           |
| Plus 10% Contingency:               | \$        | 221,454          |
| <b>Total Estimated Paving Cost:</b> | <b>\$</b> | <b>2,941,261</b> |
| Paving Amount Special Assessed:     | \$        | 1,145,946        |
| Paving Amount State Funded:         | \$        | 1,795,315        |

|                                     |        |           |                     |
|-------------------------------------|--------|-----------|---------------------|
| <b>Project Funding Summary</b>      |        |           |                     |
| Waste Water Utility Funds           | 2.75%  | \$        | 108,251.69          |
| Water Utility Funds                 | 11.60% | \$        | 456,271.03          |
| State Funds                         | 53.99% | \$        | 2,123,868.81        |
| Special Assessments                 | 31.66% | \$        | 1,245,727.62        |
| <b>Total Estimated Project Cost</b> |        | <b>\$</b> | <b>3,934,119.16</b> |

The cost to property owners will be per City policy.

We believe this project to be cost effective.



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

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, SANITARY SEWER REPLACEMENT,  
STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-20-B

LOCATION:

On 7<sup>th</sup> Avenue North from Elm Street to Broadway.  
On Oak Street from 7<sup>th</sup> Avenue North to the BNSF railroad tracks.

COMPRISING:

Lots 1 through 15, inclusive, Block 1.  
Lots 1 through 9, inclusive, Block 2.  
All in Yerxa and Franklin's Addition.

Lots 1 through 5, inclusive, Block 1.  
Lots 1 through 4 and 7, inclusive, Block 2.  
Lots 1 through 12, inclusive, Block 3.  
Lots 1 and 2, inclusive, Block 6.  
All in De Witt's Addition.

Lots 1 through 10, inclusive, Block 1.  
Lots 1 through 14, inclusive, Block 2.  
Lots 1 through 14, inclusive, Block 3.  
Lots 1 through 10, inclusive, Block 4.  
Lots 1 through 10, inclusive, Block 5.  
Lots 1 through 14, inclusive, Block 6.  
All in Truesdell's Addition.

Part of Lot 2, inclusive, Block 1 in Mickelson Field Addition which is a replat of Lots 1 through 14. Block 7 and Lots 1 through 10, Block 8, of Truesdell's Addition and adjacent vacated land.  
Part of Lot 2, inclusive, Block 1 in Mickelson Field Addition which is a replat of Lots 9 through 32. Block 3 and Lots 1 through 16, Block 4, of Oak Grove Addition and adjacent vacated land.  
All in Mickelson Fields Addition.

Lots 1 through 6, inclusive, Block 15.  
Lots 3 through 11, inclusive, Block 17.  
All in Hector's Addition.

Lots 1 and 2, inclusive, Block 1.  
Lot 1, inclusive, Block 2.  
Lot 2, inclusive, Block 3.  
Lot 1, inclusive, Block 4.  
Lots 1 and 2, inclusive, Block 5.  
All in Meritcare Addition.1

Lots 1 and 2, inclusive, Block 1.  
All in Meritcare Second Addition.

Lots 1 through 24, inclusive, Block 1.  
Lots 1 through 24, inclusive, Block 2.  
Lots 1 through 24, inclusive, Block 3.  
Lots 1 through 24 and adjacent vacated 8<sup>th</sup> Avenue North adjacent to said lots, Block 4.  
All in Lindsay Addition.

Lots 1 through 4, a part of 5, 11, 12, and vacated 5<sup>th</sup> Street North, Block 21.  
Lots 1 through 5, 10 through 12, and a strip of land 100' wide adjacent to the north side of Block 22, less that part of Block 22 replatted as Great Northern Depot Addition and vacated alley adjacent to said lots, Block 22.  
Lots 1 through 4, 11, and 12, inclusive, Block 23.  
Lots 1 through 5, inclusive, Block 26.  
All of Block 27.  
Lots 5 through 7 and vacated Elm Street North adjacent to said lots, Block 28.  
Lots 4 through 11, inclusive, Block 29.  
Lots 4 through 11 and the north half of 21 through 25, inclusive, Block 30.  
Lots 1 through 12, inclusive, Block 31.  
Lots 5 and 8 through 10, inclusive, Block 32.  
Lots 3 through 12, inclusive, Block 33.  
Lots 1 through 12 and adjacent vacated 5<sup>th</sup> Street North and vacated alley adjacent to said lots, Block 34.  
Lots 1 through 10 and vacated alley and west half of 5<sup>th</sup> Street North adjacent to said lots, Block 35.  
Lots 1 through 10 and vacated alley and east half of 5<sup>th</sup> Street adjacent to said lots, Block 36.  
Lots 1 through 10, inclusive, Block 37.  
Lots 1 through 10, inclusive, Block 38.  
Lots 1 through 10, inclusive, Block 39.  
Lots 1 through 10, inclusive, Block 40.  
Lots 1 and 4 through 10, inclusive, Block 41.  
All in Keeney and Devitt's Second Addition.

Lots 6 through 9, 13 through 18, and adjacent vacated alleys of Block 24.  
All of Block 25 less the north 40'.  
All of Block 26 less the north 40' and adjacent vacated alley.  
Lots 1 through 3 and 14 through 25 and vacated alley adjacent to said lots of Block 30.  
Lots 1 through 4, 11, and 12 of Block 32.  
All in Keeney's Subdivision a replat of portions of Keeney & Devitt's Second Addition.

Lot 1 and vacated alley, 5<sup>th</sup> Street North, and Elm Street North adjacent to said lot, Block 1.  
All in Craigs Oak Grove Addition.

Lot 1, inclusive, Block 1.  
All in Pladson's Addition a replat of Lots 13 through 27 in Dickey's Subdivision including adjacent vacated land.

Lots 1 through 4.  
All in Bond's Subdivision a replat of Lots 6 and 7 of Block 32 in Keeney and Devitt's Second Addition.

Lot A and adjacent vacated 5<sup>th</sup> Street North adjacent to said lot.  
All in Magills Subdivision a replat of Lots 1 and 2 of Block 33 of Keeney and Devitt's Second Addition.

Location and Comprising  
Improvement District No. BR-20-B  
Page 3

Lots 1 and 2, inclusive, Block 3.  
Block 4.

The north 110' of Block 5.

All in North Dakota R1 Urban Renewal Addition.

Leach and Wells Subdivision a replat of the north half of Block 23 in Keeney and Devitt's  
Second Addition.

Lot A and B, inclusive, Block 1.

All in Great Northern Depot Addition.

Block A.

Block B.

Block C.

Block E.

Block F.

Block G.

Block H.

Lots 1 through 49, inclusive, Block 1.

Lots 1 through 37, inclusive, Block 2.

Lots 1 through 9, inclusive, Block 3.

Lot 16 through 45, inclusive, Block 4.

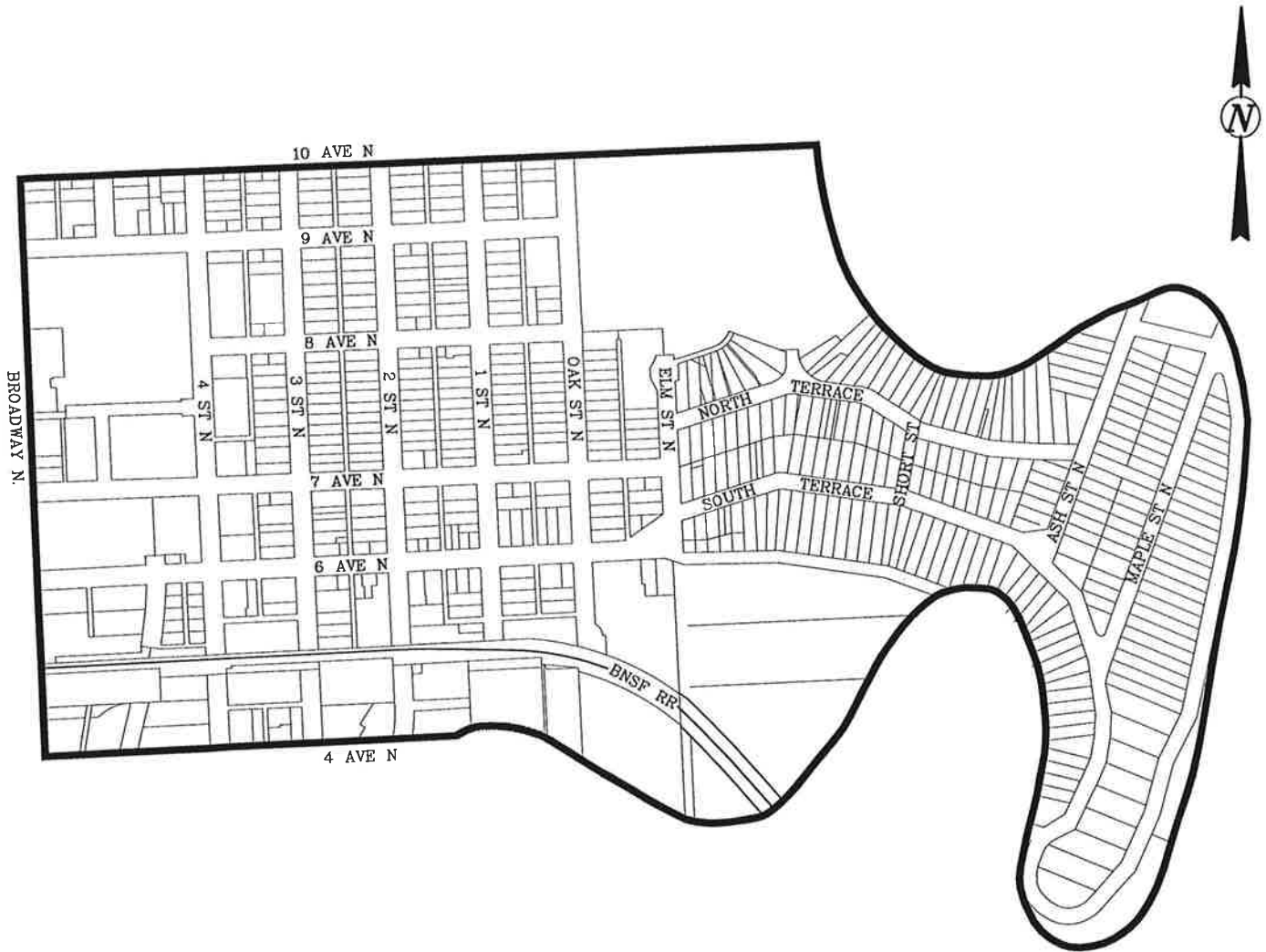
Lots 1 through 25, inclusive, Block 5.

Lots 1 through 8, 10 through 29 and 31 through 41, inclusive, Block 6.

Lots 1 through 35, inclusive, Block 7.

All in Oak Grove Addition.

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



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

WATER MAIN REPLACEMENT,  
SANITARY SEWER REPLACEMENT,  
STREET RECONSTRUCTION  
& INCIDENTALS  
IMPROVEMENT DISTRICT NO. BR-20-B