

FARGO CITY COMMISSION AGENDA
Monday, June 15, 2020 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 1, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 6/1/20:
 - a. Rezoning Certain Parcels of Land Lying in the Proposed Simonson Companies Second Addition.
 - b. Rezoning a Certain Parcel of Land Lying in Osgood Townsite Eleventh Addition and Osgood Townsite Twelfth Addition.
 - c. Rezoning Certain Parcels of Land Lying in the Proposed Four Walls Addition.
 - d. Rezoning Certain Parcels of Land Lying in Egbert, O'Neil and Haggart's Addition.
 - e. Rezoning Certain Parcels of Land Lying in Brandt Crossing 14th Addition and Brandt Crossing 6th Addition.
 - f. Rezoning Certain Parcels of Land Lying in Asleson Industrial Park Third Addition.
 - g. Rezoning Certain Parcels of Land Lying in the Proposed Golden Valley Fourth Addition.
 - h. Rezoning Certain Parcels of Land Lying in Valley View Estates Addition.
- 2. Findings of Fact and Order, and Notice of Entry of Order for 114 15th Street South.
- 3. Site Authorizations for Games of Chance:
 - a. Prairie Public Broadcasting, Inc. at Slammer's Sports Bar and Grill.
 - b. Fargo Metro Baseball Association at Specks Bar.
- 4. Application for Games of Chance for United Way of Cass-Clay for a raffle board on 7/17/20.
- 5. Purchase Agreement with Barry N. Nelson (Project No. FM-19-A).
- 6. Change Order No. 3 for an increase of \$14,790.55 for Project No. SL-19-A1.
- 7. Rental Agreement with Fargo Moorhead Trailbuilders.
- 8. Amendment to Lease with the Fargo Park District (FM-16-A1).
- 9. North/South arterial band south of 52nd Avenue South for 38th Street South, as described.
- 10. Receive and file General Fund – Budget to Actual through May 2020 (unaudited).

- Page 12.
1. Change in financial reporting for major operating funds from quarterly reporting to monthly reporting and receive and file the Financial Status Report through 5/31/20.
 12. Purchase of Service Agreement with Northern Cass Public School District.
 13. Purchase of Service Agreement with Fargo Public School District.
 14. Notice of Grant Award – Restricted Funding with the ND Department of Health for PHEP – Statewide Response Team (CFDA #93.069).
 15. Notice of Grant Award – Restricted Funding with the ND Department of Health for PHEP/City Readiness Initiative (CFDA #93.069).
 16. Notice of Grant Award – Restricted Funding with the ND Department of Health for PHEP – EPR All Hazards Allocation (CFDA #93.069).
 17. Notice of Grant Award with the ND Department of Health for Local Public Health Unit Tobacco Prevention and Control Program.
 18. Subrecipient Agreement with Family HealthCare.
 19. Resolution Approving Contract Between MDM Construction, LLC and the City of Fargo on Gladys Ray Shelter Facilities Improvements Community Development Block Grant (HUD) and Contract with MDM Construction, LLC.
 20. Resolutions approving Plats for the following:
 - a. Aldevron First Addition.
 - b. Tice Addition.
 - c. Brunsdale Second Addition.
 21. Bid award for one loader mounted snow blower (RFP20107).
 22. Amendment to Contract No. 38191046 with the ND Department of Transportation for an extension of the completion date to 6/30/21.
 23. Contract for Services with Sentry Security, Inc.
 24. Change Order No. 1 for a time extension to 8/31/20 for Project No. WW1701.
 25. Sewer Agreement, Petition for Annexation and Memorandum of Sewer Agreement (Connection to Sewer Main of SE Cass Water Resource District and for Annexation into City of Fargo) with Rodney D. Ballinger and Susan N. Ballinger.
 26. Bills.
 27. Estimated payment in the amount of \$221,804.00 to Cass County Electric for the relocation of the utilities (Improvement District No. BN-21-A1).
 28. Change Order No. 1 for an increase of \$16,287.13 and time extension to the interim phase dates for Improvement District No. BR-20-E1.
 29. Change Order No. 4 for an increase of \$9,240.00 for Improvement District No. BN-19-F1.

- Page 30. Change Order No. 9 for an increase of \$43,641.91 and time extension to 7/31/18 for Improvement District No. BN-17-B1.
31. Negative Final Balancing Change Order No. 9 in the amount of -\$78,130.19 for Improvement District No. BN-17-A1.
 32. Negative Final Balancing Change Order No. 10 in the amount of -\$86,574.75 for Improvement District No. BN-17-B1.
 33. Bid award for Improvement District Nos. BN-20-H1, BN-20-K1 and SL-20-A1.
 34. Create Improvement District No. AN-20-B.
 35. Contracts and bonds for Improvement District Nos. BN-20-E1, BN-20-F1 and SL-20-E1.

REGULAR AGENDA:

36. COVID-19 Update:
 - a. Health Update.
37. Public Hearings - 5:15 pm:
 - a. WITHDRAWN - Hearing on a dangerous building located at 1007 8th Avenue North; continued from the 5/18/20 and 6/1/20 Regular Meetings.
 - b. Text Amendment to amend Section 20-0402(T)(3) and repeal Section 20-0403(C)(5)(e) of the Fargo Municipal Code (Land Development Code) relating to the prohibition of firearm and ammunition sales as a non-farm commercial use or as a home occupation; denial recommended by the Planning Commission on 5/5/20.
 - c. Amendments to the 2019 Action Plan/HOME Investment Partnerships Program.
 - d. Amendments to the 2018 Action Plan Community Development Block Grant (CDBG).
 - e. CONTINUE to 6/29/20 - Application for the Elliott Place 4 and 9 for a payment in lieu of tax exemption (PILOT) for a project located at 4462 30th Avenue South, which the applicant will use in the operation of providing affordable senior living rental property, serving low income households.
 - f. Application filed by Great Plains Kesler South Holdings, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 617-621 1st Avenue North, which the applicant will use in the operation of leasing of residential apartments and commercial space.
38. Recommendation for the process of selecting the Fargo Police Chief.
39. Remarks and presentation from Commissioner Grindberg.

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

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(1a)

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN THE PROPOSED SIMONSON COMPANIES SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Simonson Companies Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 7, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

All of the Simonson Companies Second Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned as a "LC", Limited Commercial, District with a "C-O", Conditional Overlay, as established by Fargo City Ordinances No. 4634 and No. 5148 is hereby rezoned to repeal the "C-O", Conditional Overlay, as established by No. 4634 and retaining zoning as "LC", Limited Commercial, District with the "C-O", Conditional Overlay as established by No. 5148.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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3 Section 3. This ordinance shall be in full force and effect from and after its passage and
4 approval.
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8 (SEAL)

Timothy J. Mahoney, M.D., Mayor

9 Attest:

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11 _____
12 Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

16

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN OSGOOD TOWNSITE ELEVENTH ADDITION
AND OSGOOD TOWNSITE TWELFTH ADDITION TO THE
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Osgood Townsite Eleventh Addition and Osgood Townsite Twelfth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 5, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Nine (9), Block One (1) of Osgood Townsite Eleventh Addition to the City of Fargo, Cass County, North Dakota;

and

Lot Two (2), Block Two (2) of Osgood Townsite Twelfth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "GC", General Commercial, District with a "C-O", Conditional Overlay, District as established in Ordinance No. 5245 to "MR-3", Multi-Residential, District, repealing said "C-O", Conditional Overlay in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
2 office so as to conform with and carry out the provisions of this ordinance.

3 Section 3. This ordinance shall be in full force and effect from and after its passage and
4 approval.

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6
7 (SEAL)

Timothy J. Mahoney, M.D., Mayor

8 Attest:

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11 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(1c)

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN THE PROPOSED FOUR WALLS ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Four Walls Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 3, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

All of the Four Walls Addition to the City of Fargo, Cass County, North Dakota;
is hereby rezoned from "SR-3", Single-Dwelling Residential, District to "SR-5", Single-Dwelling Residential, District.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____



1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN EGBERT, O'NEIL AND HAGGART'S ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on May 5, 2020; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

11 NOW, THEREFORE,

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

13 Section 1. The following described property:

14 The east 106 feet of Lot 1A, Block Twenty-five (25); and the east 75 feet of Lot 1B,
15 Block Twenty-five (25); in Egbert, O'Neil and Haggart's Addition to the City of Fargo,
16 Cass County, North Dakota;

17 is hereby rezoned from "SR-4", Single-Dwelling, Residential, District to "GC", General
18 Commercial, District.

19 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
20 office so as to conform with and carry out the provisions of this ordinance.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____



AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN BRANDT CROSSING 14TH ADDITION AND BRANDT CROSSING 6TH
ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Brandt Crossing 14th Addition and Brandt Crossing 6th to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 5, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of Brandt Crossing 14th Addition to the City of Fargo,
Cass County, North Dakota;

and

The south sixty (60) feet of Lot Two (2), Block One (1) of Brandt Crossing 6th
Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned to retain the base zoning district for said property of a "LC", Limited Commercial Zoning District and to repeal the existing "C-O", Conditional Overlay, District and to re-establish the "C-O", Conditional Overlay, District with the following modifications and restrictions:

1. This Conditional Overlay is intended to provide for a higher quality of design then is afforded by the City of Fargo Land Development Code regarding future commercial and residential development within the described property.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal panels similar to "Aluco Bond" and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used. Horizontal metal lap siding and vertical metal batten shall be allowed on residential and commercial structures but shall not exceed 75% of the building elevation for residential structures and 50% for commercial.
3. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.
4. All building facades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the length of the façade, and extending at least 20 percent of the length of the façade. No uninterrupted length of any façade shall exceed 150 horizontal feet. An articulated façade would emphasize elements on the face of a wall including change in setback, materials, roof pitch or height.
5. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.
6. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets, including but not limited to the back of the structure. The average height of such parapets shall not exceed one third of the height of the supporting wall, and such parapets shall not be of a constant height for a distance of greater than 150 feet.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 7. Loading facilities shall not be located at the front of structures where it is difficult to
2 adequately screen them from view. All loading and service areas shall be screened from
3 the view of adjacent public streets through a structure and/or landscaping.
- 4 8. Dumpsters and outdoor storage areas must be complete screened from view. Collection
5 area enclosures shall contain permanent walls on at least three (3) sides. The fourth side
6 shall incorporate a metal gate to visually screen the dumpster or compactor; however, if
7 the services side does not face any public right-of-way or residentially zoned property the
8 metal gate shall not be required.
- 9 9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site
10 system of pedestrian walkways shall be designed to provide direct access and connections
11 to and between the following:
 - 12 a. The primary entrance or entrances to each commercial building, including pad site
13 buildings.
 - 14 b. Any sidewalks or walkways on adjacent properties that extend to the boundaries
15 shared with the commercial development.
 - 16 c. Parking areas or structures that serve such primary buildings.
 - 17 d. Connections between the on-site (internal) pedestrian walkway network and any
18 public sidewalk system located along adjacent perimeter streets shall be provided
19 at regular intervals along the perimeter street as appropriate to provide easy access
20 from the public sidewalks to the interior walkway network.
 - 21 e. Any public sidewalk system along the perimeter streets adjacent to the
22 commercial development.
 - 23 f. Where practical and appropriate, adjacent land uses and developments, including
but not limited to residential developments, retail shopping centers, office
buildings.
10. A minimum of 5 percent of the internal surface area of the parking lot shall be
landscaped. The cumulative open space (green space) of each property shall consist of at
least 10 percent of the total property acreage.
11. The following uses are prohibited:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- a. Detention facilities
- b. Adult entertainment center
- c. Off-premise advertising signs (directional signs that are less than 50 square feet in size are exempt from this prohibition)
- d. Portable signs
- e. Vehicle repair
- f. Industrial service
- g. Manufacturing and production
- h. Warehouse and freight movement
- i. Aviation/surface transportation

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

14

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN ASLESON INDUSTRIAL PARK THIRD ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Asleson Industrial Park Third Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 5, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of Asleson Industrial Park Third Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "GC", General Commercial, District to "LI", Limited Industrial, District.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

109

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN THE PROPOSED GOLDEN VALLEY FOURTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Golden Valley Fourth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 4, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

All of the Golden Valley Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 3. This ordinance shall be in full force and effect from and after its passage and
2 approval.

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6 (SEAL)

Timothy J. Mahoney, M.D., Mayor

7 Attest:

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10 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____



AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN VALLEY VIEW ESTATES ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Valley View Estates Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 4, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Eight (8), Block One (1); Lot Twenty-one (21), Block One (1), Lot Fifty-one (51), Block Three (3); Lot Fifty-two, Block Three (3) of Valley View Estates Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG" Agricultural, District to "P/I, Public and Institutional, District.

Section 2. The following described property:

Lots One (1) through Seven (7), Lots Nine (9) through Twenty (20), Lots Twenty-two (22) through Thirty (30), Block One (1); Lots One (1) through Twenty-two (22), Block Two (2); Lots One (1) through Forty-nine (49), Block Three; Lots One (1) through Thirteen (13), Block Four (4) of Valley View Estates Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG" Agricultural, District to "SR-4, Single-Dwelling Residential, District.

ORDINANCE NO. _____

Lot Fifty (50), Block Three (3) of Valley View Estates Addition to the City of Fargo, Cass County, North Dakota;

Section 4. The following described property:

is hereby rezoned from “AG” Agricultural, District to “MR-2, Multi-Dwelling Residential, District with a “C-O”, Conditional Overlay, as follows:

1. The maximum density of this district shall be limited to 16 dwelling units per acre, rather than the 20 dwelling units per acre that would normally be allowed in the “MR-2” zone; and
2. The developer shall install, at the time of construction on said district, a landscape berm with trees spaced at a 30 foot minimum space, or a 6 foot privacy maintenance free fence, or a combination of the two within the landscape buffer shown on the plat (along the north side-36th Avenue Street frontage-of this district).

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1
2 Section 6. This ordinance shall be in full force and effect from and after its passage and
3 approval.

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7 (SEAL)

Timothy J. Mahoney, M.D., Mayor

8 Attest:

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11 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

June 11, 2020

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

RE: Dangerous Building located at 114 15th Street South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 114 15th Street South. At its June 1st, 2020 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

Suggested Motion: I move to approve the Findings of Fact, Order, and Notice as presented.

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson



FINDINGS OF FACT AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 114 15th Street South, Fargo, North Dakota

Owner: Richard K. Nelson

A hearing was held before the Board of City Commissioners of the City of Fargo on the 1st day of June, 2020 regarding property located at 114 15th Street South, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Richard K. Nelson, the owner of the property, appeared and provided testimony.

The Board heard the testimony offered by the inspections department and owner, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Richard K. Nelson is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

South Forty (40) feet of North Eighty (80) feet of Lot Two (2), Block Six (6), Fuller's
Addition to the city of Fargo

The street address for which is: 114 15th Street South, Fargo, North Dakota, 58103.

2. That the subject property is vacant and used for storage.

3. That on February 20, 2020, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a single story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That on February 20, 2020, James Haley, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects: (a) fascia is rotten and missing with signs of infestation; (b) foundation is showing signs of buckling; (c) roof is not water tight and there is extensive water damage to the interior of the property; (d) property is being used for storage; (e) there is no current water supply to the property; and (f) exterior is in dilapidated condition.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;
- b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before February 20, 2020, with respect to the subject property is hereby accepted as true and correct.

8. That the building located at 114 15th Street South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."

9. Notice of Dangerous Building was posted on the property on or about March 5, 2020, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

10. The owner has not sufficiently presented cause why the "dangerous building"

should not be demolished.

11. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owner has failed to do so.

12. That Inspections Department may secure the removal of this building if the owner fails to comply with city ordinances and demolish the property by July 27, 2020.

13. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Richard K. Nelson, or anyone else claiming an ownership interest, shall demolish the “dangerous building” located at 114 15th Street South, Fargo, North Dakota by July 27, 2020.

It is further ordered that if the owner fails to demolish said “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of June, 2020.

BOARD of CITY COMMISSIONERS of the CITY
OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: RICHARD K. NELSON AND ALL OTHER PERSONS HAVING INTEREST IN THIS
PROPERTY

RE: PROPERTY AT 114 15TH STREET SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after July 27, 2020.

DATED this _____ day of June, 2020.

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

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

ATTEST:

Steven Sprague, City Auditor



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

3a

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

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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

Name of Location Slammer's Sports Bar and Grill			
Street 707 28th Ave N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) entire facility, excluding the restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	6/15/2020

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(36)

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

Full, Legal Name of Gaming Organization **Fargo Metro Baseball Association**

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

Name of Location Specks Bar			
Street 2611 Main Ave.	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Along west inner wall of bar area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/15/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
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RETURN ALL DOCUMENTS TO:

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



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 <u>United Way of Cass - Clay</u>	Date(s) of Activity <u>7/17 to 7/17</u>	For a raffle, provide drawing date <u>7/17</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Erica Nygaard</u>	Title <u>Community Engagement Manager</u>	Business Phone Number <u>701-237-5050</u>	
Business Address <u>219 7th St S</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58104</u>
Mailing Address (if different) <u>219 7th St S. PO Box 11609</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58107-1609</u>
Name of Site Where Game(s) will be Conducted <u>Osgood Mott Course</u>	Site Address <u>4400 Clubhouse Dr. S.</u>		
City <u>Fargo</u>	State <u>ND</u>	Zip Code	County <u>Cass</u>

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 * ☐ Paddlewheel

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	Bison Prizes	\$942			
Raffle Board	Beauty Prize	\$1,225			
Raffle Board	Girls day out	\$990			
Raffle Board	Vanity Bar	\$500			
Raffle Board	lets go to the lake	\$1,020			

Total: (Limit \$40,000 per year) \$4,907

Intended uses of gaming proceeds: Proceeds from the event support United Ways work in Bold Goal 2: Prepare Children to Succeed

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: \$5,500. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official

Justine D. Huber

Date

6-4-20

Title

President

Business Phone Number

701.257.5050

5

June 9, 2020

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

**Re: Barry N. Nelson – Purchase Agreement
Project #FM-19-A**

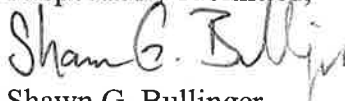
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Barry N. Nelson**. 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 902 42nd Avenue North from **Barry N. Nelson** in association with Project #FM-19-A 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 originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **BARRY N. NELSON**, the identified owner of the property located at 902 42nd Avenue North in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

Lot Seven (7), Block Six (6) of Riverwood 3rd Addition to the City of Fargo,
situate in the County of Cass and the State of North Dakota.

Property Address: 902 42nd Avenue 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 Five Hundred Sixty-Nine Thousand Dollars (\$569,000.00).

3. **Payment of Purchase Price.** The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.

4. **Abstract.** Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing). City shall pay all costs associated with closing, including deed preparation and recordation.

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

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

7. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than December 31, 2020. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

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

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

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

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

Items Identified for Removal by Seller:

Two heirloom antique mirrors from 2 bathrooms (hung on a nail), free standing workbench from garage, all non-installed appliances, hot tub, free standing yard fountain, outdoor screen tent, various perennials/small bushes and very small trees from yard (Seller will close holes), cloth valences and rods from windows (blinds remain). Access to harvest fruits and vegetables from yard and garden until the end of the growing season if contractors are not on site.

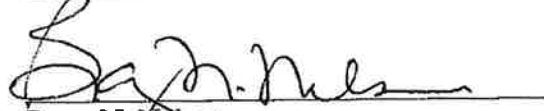
10. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

11. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation. Seller requests that any City personnel or contractor entering the Premises while occupied by the Seller wear a mask covering the mouth and nose.

(Signatures on following page.)

DATED this 6 day of June, 2020.

SELLER:


Barry N. Nelson

DATED this ____ day of _____, 2020.

BUYER:

City of Fargo, a North Dakota
municipal corporation

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

ATTEST:

Steve Sprague, City Auditor



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SL-19-A1

Type: Change Order #3

Location: Citywide

Date of Hearing: 6/8/2020

Routing

City Commission

Date6/15/2020

PWPEC File

X

Project File

Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Change Order #3 in the amount of \$14,790.55, for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$14,790.55, bringing the total contract amount to \$239,288.22.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #3 to Fargo Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$14,790.55, bringing the total contract amount to \$239,288.22 to Fargo Electric.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Sales Tax & Street Light Utility Funds

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

Yes NoN/AN/AN/ACOMMITTEEPresent Yes No Unanimous☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☐☐☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Engineer
Date: June 4, 2020
Re: Project No. SL-19-A1 – Change Order #3
Street Lighting Rehabilitation & Incidentals

Background:

Project No. SL-19-A1 is for the repair of various street lighting maintenance issues Citywide.

Fargo Electric is the prime contractor on this project.

The attached Change Order #3 in the amount of \$14,790.55, which will increase the total contract amount to \$239,288.22.

Recommended Motion:

Approve Change Order #3 in the amount of \$14,790.55.

Attachment



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

Project No	SL-19-A1	Change Order No	3
Project Name	Street Lighting Rehabilitation & Incidentals	For	Fargo Electric Const Inc
Date Entered	5/20/2020		

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

EXPLANATION OF CHANGE: added sites 55-61

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 (\$)
Site 54	141	Repair Street Light Miscellaneous	EA	0.00	0.00	0.00	1.00	1.00	14,790.55	14,790.55
Site 54 Sub Total (\$)									14,790.55	14,790.55

Summary

Source Of Funding Utility Funds - Street Lights - 528

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

14,790.55
81,003.67
143,494.00
239,288.22

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
05/31/2020	06/30/2020	0.00	0.00	05/31/2020	06/30/2020

Description

APPROVED

APPROVED DATE

For Contractor

Fargo Electric Construction

Department Head

[Signature] 5/26/2020 *[Signature]* 6/10/2020

Report Generated : 05/22/2020 10:12:58 AM

Page 1 of 2

Project No : SL-19-A1



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Mayor

Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Type: Rental Agreement

Location: 1213 El Cano Drive South

Date of Hearing: 6/8/2020

RoutingDate

City Commission

6/15/2020

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed a communication from Division Engineer, Jody Bertrand, regarding a Rental Agreement with FM Trailbuilders for 1213 El Cano Drive S.

FM Trailbuilders has requested the use of the Windmill structure's garage for storage of equipment and tools used for trail construction and maintenance for Park amenities between Rose Coulee and Iwen Park (52 Avenue S) until demolition of the structure.

Staff is recommending approval of the Rental Agreement.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of the Rental Agreement with FM Trailbuilders for the use of storage at 1213 El Cano Drive S until demolition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Rental Agreement with FM Trailbuilders for 1213 El Cano Drive S.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes No

N/A

N/A

N/A

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer



ITEM 2

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

Memorandum

To: Members of PWPEC

From: Jody Bertrand, PE, CFM
Division Engineer Storm Sewer Utility

Date: June 8, 2020

Subject: Approval of Rental Agreement with FM Trailbuilders
1213 El Cano Drive South

Background:

The City of Fargo has purchased property at 1213 El Cano Drive South for flood protection purposes. The buildings on the property are scheduled to be demolished in the next few months. Fargo Moorhead Trailbuilders has requested use of the Windmill structure's garage for storage of equipment and tools until demolition is to take place. The storing of equipment for the trail construction and maintenance is for Park amenities between Rose Coulee and Iwen Park (52nd Avenue South). The trails are located along the western banks of the Red River. The work crews are volunteering community members donating hours at the end of their normal workdays. The mobilizing of equipment to and from the site absorbs hours, which could be used for productive work activities.

We have attached a copy of the Rental Agreement for your review with terms of insurance requirements.

Recommended Motion:

Approval of the Rental Agreement between the City of Fargo and Fargo Moorhead Trailbuilders for storage of equipment and tools for the location of 1213 El Cano Drive South.

JRB/klb
Attachment

RENTAL AGREEMENT

THIS AGREEMENT, made by and between Fargo Moorhead Trailbuilders, a North Dakota Non-Profit Corporation, "Tenant" and the City of Fargo, a North Dakota municipal corporation, "City", as the Owner of property located at 1213 El Cano Drive South, Fargo, ND ("Property"). For good and valuable consideration hereby acknowledged, the parties agree as follows:

- 1 . City shall allow Tenant to use the garage of the City owned Property for storage of equipment and tools until July 31, 2020, or until such time as City demolition project HD-19-A1 is awarded, whichever is later.
- 2 . Tenant shall have no access to the residential property. Access to the Rental Space shall be permitted through the garage door. Tenant shall provide a lock for the building. City shall have no responsibility to secure the Rental Space and shall not be responsible for theft or maintenance of the Rental Space.
- 3 . City shall provide Tenant 5 days' notice to vacate the Rental Space. Failure to remove the equipment and tools from the Rental Space in a timely manner shall result in the City taking such steps as necessary and reasonable to remove Tenant's property from Rental Space.
- 4 . Tenant understands and agrees that Tenant shall be responsible for any and all expenses incurred by City in the event Tenant fails to vacate the Rental Space in a timely manner.
- 5 . Notwithstanding the termination date contained in this rental agreement, Tenant agrees to allow City to enter the Rental Space for purposes of inspection and mitigation, if necessary.
- 6 . Tenant further agrees that in the event of a flood emergency, as determined by the officers of the City, the City may order the Rental Space be vacated immediately.
- 7 . Tenant shall furnish to the City a copy of a tenant's policy of insurance insuring against liability in at least the principal sum of \$500,000 per occurrence. City shall be named as an additional insured on said policy. In addition, Tenant agrees to indemnify and hold City harmless from any and all claims, demands or causes of action that may be asserted as a result of Tenant's use of the Rental Space.

Dated this 2nd day of June, 2020.

TENANT:



Tom Heilman, President FM Trailbuilders, a North Dakota nonprofit corporation

Dated this _____ day of _____, 2020.

OWNER:

By _____

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

ATTEST:

Steve Sprague, City Auditor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2020

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

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

PRODUCER Dawson Insurance, a Marsh & McLennan Agency LLC company 505 Broadway North, Suite 100 Fargo ND 58102	CONTACT NAME: Tanya Pahl PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442 E-MAIL ADDRESS: Tanya.Pahl@MarshMMA.com														
INSURED Fargo Moorhead Trailbuilders 556 Lizzie Place East West Fargo ND 58078	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Secura Insurance, A Mutual Company</td> <td>22543</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Secura Insurance, A Mutual Company	22543	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1159689498**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE </div> <div> <input checked="" type="checkbox"/> OCCUR </div> </div> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CP3271463	6/23/2019	6/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As respects the General Liability, the City of Fargo is additional insured on the general liability as Owner of property located at 1213 El Cano Drive South, Fargo, ND.

CERTIFICATE HOLDER**CANCELLATION**

City of Fargo
 225 4th St N
 Fargo ND 58102

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

AUTHORIZED REPRESENTATIVE

Thomas C. Dawson

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Project No. FM-16-A1

Type: Amended Lease Agreement

Location: 45th St & 64th Ave N

Date of Hearing: 6/8/2020

RoutingDate

City Commission

6/15/2020

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed a communication from Civil Engineer, Roger Kluck, regarding the proposed Lease Amendment with Fargo Park District to allow for the construction, operation, and maintenance of a flood control levee and for temporary storage of clay fill.

Staff is recommending approval of the proposed Lease Amendment, Temporary Construction Easement for the clay stockpile and levee construction, and the Easement with Fargo Park District.

On a motion by Kent Costin, seconded by Mark Williams, the Committee voted to recommend approval of the proposed Lease Amendment, Temporary Construction Easement for the clay stockpile and levee construction, and the Levee Easement with Fargo Park District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the proposed Lease Amendment.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

☐☐☐

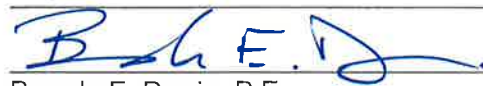
Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer



ITEM 4

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

Memorandum

To: Members of PWPEC
From: Roger Kluck, PE CFM, Civil Engineer II, Storm Water
Date: June 8, 2020
Re: Project No. FM-16-A1 – Amendment to Fargo Park District Lease

Background:

The City is finalizing the plans to construct a North Side Flood Risk Management Project that will include an earthen levee and a pump station/control structure on Cass County Drain 10. As part of the project advancement, the City needs to modify their lease agreement with Fargo Park District for the land east of 45th St N and south of 64th Ave N to allow for the construction, operation, and maintenance of a flood control levee and for temporary storage of clay fill. The proposed amendment and related documents are attached. The lease amendment has been approved by the Fargo Park Facility Committee and will go before the Fargo Park District Board on June 9, 2020.

Staff is recommending approval of the proposed Lease Amendment, Consent to Temporary Construction Easement for the clay stockpile and levee construction, and the Declaration of Easement for the levee with Fargo Park District to allow the North Side Flood Risk Management project to proceed.

Recommended Motion:

Approve Lease Amendment, Consent to Temporary Construction Easement for the clay stockpile and levee construction, and the Declaration of Easement for the levee with Fargo Park District to allow the North Side Flood Risk Management project to proceed.

REK/jmg
Attachments

AMENDMENT TO LEASE

THIS AMENDMENT amends that certain Lease Agreement entered into by and between the city of Fargo, North Dakota, a municipal corporation ("Landlord" or "City") and the Park District of the City of Fargo, a North Dakota municipal corporation ("Park District" or "Tenant"), dated October 15, 2013, for the lease of certain land identified therein ("Leased Premises"), such Lease and Exhibits attached hereto as Exhibit "A". WHEREAS, City is construction permanent flood protection north of County Road 20 adjacent to the Leased Premises; and

WHEREAS, as a result of said construction, a levee project is to be located on a portion of the Leased Premises; and

WHEREAS, the levee construction will result in the reduction of the land available for lease; and

WHEREAS, Tenant land use will be able to remain the same, with the facility diamonds identified modified slightly, as depicted in Exhibit "B" attached hereto.

NOW, THEREFORE, for good and valuable consideration hereby acknowledges, the parties hereto agree to amend the Lease as follows:

1. Park District agrees and understands that the Leased Premises will be encumbered by a Permanent Flood Protection Levee, as depicted in the Declaration of Easement attached hereto as Exhibit "C".
2. Park District consent to the Temporary Construction Easements, as depicted in Exhibits "D", and "E" attached hereto.
3. Park District understands and agrees that access to the Leased Premises from the North off of 64th Avenue North will be temporarily disrupted and unavailable during the construction of the levee project.
4. City agrees that Park District shall have uninterrupted access to the Leased Premises from County Road 20 and County Road 81.
5. City agrees to restore access to the Leased Premises from 64th Avenue North upon completion of the levee project construction. City shall reconstruct the road to traverse the levee at an acceptable grade.
6. Park District shall revise the ball field construction plans as depicted in Exhibit "B", attached hereto and made a part of this Lease, as amended.
7. All other terms and conditions of the Lease shall remain in full force and effect.

Dated this _____ day of _____, 2020.

Park District of the City of Fargo

By: _____
Its: Executive Director

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 _____, to me known to be the Executive Director of the Park District of the City of Fargo, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2020.

City of Fargo, a North Dakota Municipal
Corporation

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

ATTEST

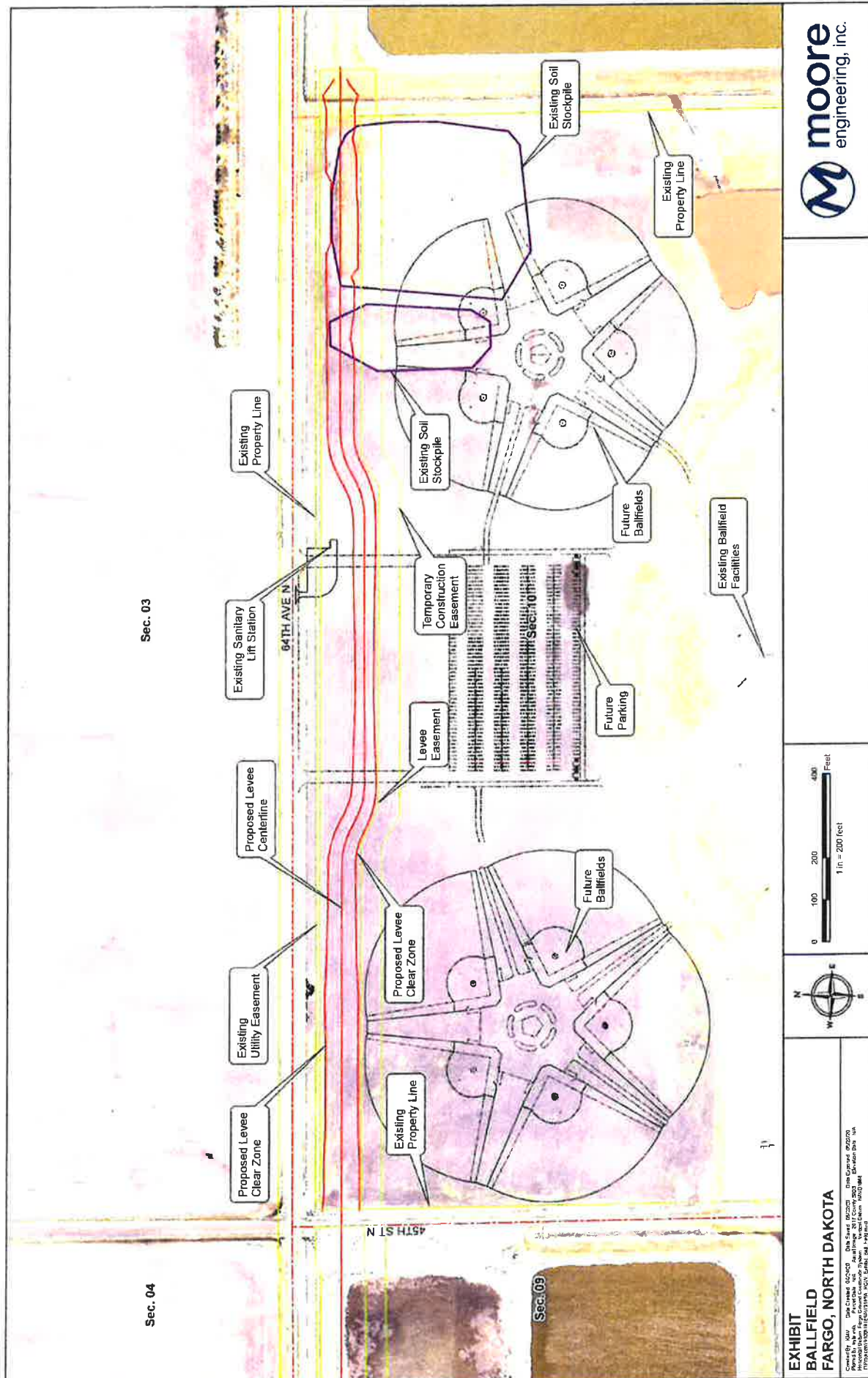
Steven Sprague

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

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

(SEAL)

Notary Public
Cass County, North Dakota



Consent to Temporary Construction Easement

Park District of the City of Fargo, a North Dakota municipal corporation, ("Tenant"), pursuant to that certain Lease dated October 15, 2013, as amended, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), hereby acknowledged, consents to a temporary construction easement on the leased premises in favor of the City of Fargo, a North Dakota municipal corporation, ("Owner"), upon and in land hereinafter described for the purpose of stockpiling clay, said land being more fully described, to-wit:

Beginning in the northwest corner of said property being the point of beginning thence east a distance of 700 lineal feet thence south a distance of 600 lineal feet thence west a distance of 700 lineal feet thence north a distance of 600 lineal feet to the point of beginning said area being 9.6 acres more or less.

Tenant understands and agrees that Owner's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

The parties further agree and understand that it is necessary that the City have the right of access to the property to facilitate work on the adjacent levee project.

This temporary construction easement shall not extend beyond November 30, 2022, unless otherwise agreed in writing signed by both parties.

(Signatures on following pages)

TENANT:

Park District of the City of Fargo

By: _____

Its: Executive Director

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 _____, to me known to be the Executive Director of the Park District of the City of Fargo, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

OWNER:

City of Fargo, a North Dakota Municipal Corporation

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

ATTEST

Steven Sprague

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

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

(SEAL)

Notary Public
Cass County, North Dakota

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

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

Consent to Temporary Construction Easement

Park District of the City of Fargo, a North Dakota municipal corporation, ("Tenant"), pursuant to that certain Lease dated October 15, 2013, as amended, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), hereby acknowledged, consents to a temporary construction easement on the leased premises in favor of the City of Fargo, a North Dakota municipal corporation, ("Owner"), upon and in land hereinafter described for the purpose of stockpiling clay, said land being more fully described, to-wit:

A 50.00 foot wide strip in Lot 1, Block 1, NSC ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, the northerly sideline of said 50.00 foot wide strip is described as follows:

Commencing at a found iron monument which designates the northeast corner of said Lot 1; thence South 02 degrees 58 minutes 16 seconds East on a record bearing along the east line of said Lot 1 for a distance of 108.01 feet to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1, said point is the point of beginning of said northerly sideline; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 799.00 feet; thence South 58 degrees 41 minutes 39 seconds West for a distance of 86.59 feet to a point on a line which is 150.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 771.45 feet; thence North 63 degrees 34 minutes 42 seconds West for a distance of 87.42 feet to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 874.75 feet to the west line of said Lot 1 and said northerly sideline there terminates. The southerly sideline of said 50.00 foot wide strip is to be lengthened or shortened to terminate on the east and west lines of said Lot 1.

Containing 3.01 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Tenant understands and agrees that Owner's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

The parties further agree and understand that it is necessary that the City have the right of

access to the property to facilitate work on the adjacent levee project.

This temporary construction easement shall not extend beyond November 30, 2022, unless otherwise agreed in writing signed by both parties.

TENANT:

Park District of the City of Fargo

By: _____
Its: Executive Director

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 _____, to me known to be the Executive Director of the Park District of the City of Fargo, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

OWNER:

City of Fargo, a North Dakota Municipal Corporation

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

ATTEST

Steven Sprague

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

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

(SEAL)

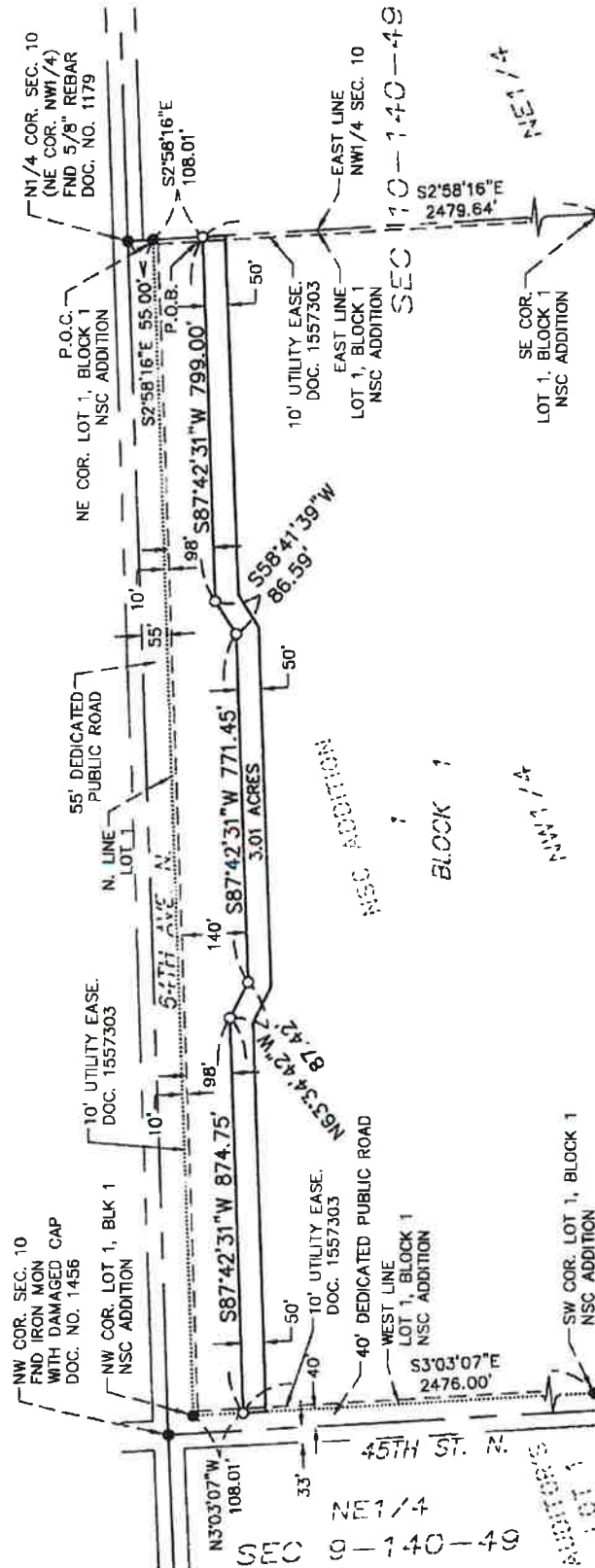
Notary Public
Cass County, North Dakota

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

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

EASEMENT EXHIBIT

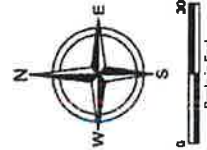
IN LOT 1, BLOCK 1, NSC ADDITION TO THE CITY OF FARGO, IN THE NW1/4 OF SECTION 10, TOWNSHIP 140 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



LEGEND

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

BASIS OF BEARINGS: THE EAST LINE OF THE NW1/4 OF SECTION 10 (ALSO THE EAST LINE OF LOT 1, BLOCK 1, NSC ADDITION) HAS A RECORD BEARING OF S02°58'16"E ACCORDING TO THE RECORDED PLAT OF NSC ADDITION.



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

Temporary Construction Easement Exhibit

In Lot 1, Block 1, NSC ADDITION to the city of Fargo,
in the NW1/4 of Sec. 10-140-49
Cass County, North Dakota

PROJECT NO.	1918MA-219
DATE	5-21-20
REVISIONS	
DRAWN BY	SWH
CHECKED BY	CDH



PAGE 1 OF 2

FILE LOCATION: R:\10-140-49\1918MA-219\1918MA-219.DWG

EASEMENT EXHIBIT

IN LOT 1, BLOCK 1, NSC ADDITION TO THE CITY OF FARGO, IN THE NW1/4 OF
SECTION 10, TOWNSHIP 140 NORTH, RANGE 48 WEST, CASS COUNTY, NORTH DAKOTA

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A 50.00 foot wide strip in Lot 1, Block 1, NSC ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, the northerly sideline of said 50.00 foot wide strip is described as follows:

Commencing at a found iron monument which designates the northeast corner of said Lot 1; thence South 02 degrees 58 minutes 16 seconds East on a record bearing along the east line of said Lot 1 for a distance of 108.01 feet to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1, said point is the point of beginning of said northerly sideline; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 799.00 feet; thence South 58 degrees 41 minutes 39 seconds West for a distance of 86.59 feet to a point on a line which is 150.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 771.45 feet; thence North 63 degrees 34 minutes 42 seconds West for a distance of 87.42 feet to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 874.75 feet to the west line of said Lot 1 and said northerly sideline there terminates. The southerly sideline of said 50.00 foot wide strip is to be lengthened or shortened to terminate on the east and west lines of said Lot 1.

Containing 3.01 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATION

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

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

Date: 5-21-2020



State of North Dakota)
County of Cass)

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

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

Brenda Jo Koski
Notary Public, Cass County, North Dakota

PAGE 2 OF 2

Temporary Construction Easement Exhibit

In Lot 1, Block 1, NSC ADDITION to the city of Fargo,
in the NW1/4 of Sec. 10-140-49
Cass County, North Dakota

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



DECLARATION OF EASEMENT
(Levee)

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

That part of Lot 1, Block 1, NSC ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota.

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

Commencing at a found iron monument which designates the northeast corner of said Lot 1; thence South 02 degrees 58 minutes 16 seconds East on a record bearing along the east line of said Lot 1 for a distance of 10.00 feet to the point of beginning; thence continuing South 02 degrees 58 minutes 16 seconds East along the east line of said Lot 1 for a distance of 98.01 feet to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 799.00 feet; thence South 58 degrees 41 minutes 39 seconds West for a distance of 86.59 feet to a point on a line which is 150.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 771.45 feet; thence North 63 degrees 34 minutes 42 seconds West for a distance of 87.42 feet

to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 874.75 feet to the west line of said Lot 1; thence North 03 degrees 03 minutes 07 seconds West along the west line of said Lot 1 for a distance of 98.01 feet to a point on a line which is 10.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence North 87 degrees 42 minutes 31 seconds East along said parallel line for a distance of 2597.74 feet to the point of beginning.

Containing 6.66 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

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

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

(Signatures on Following Page)

City of Fargo, a North Dakota Municipal
Corporation

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

ATTEST

Steven Sprague

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

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

(SEAL)

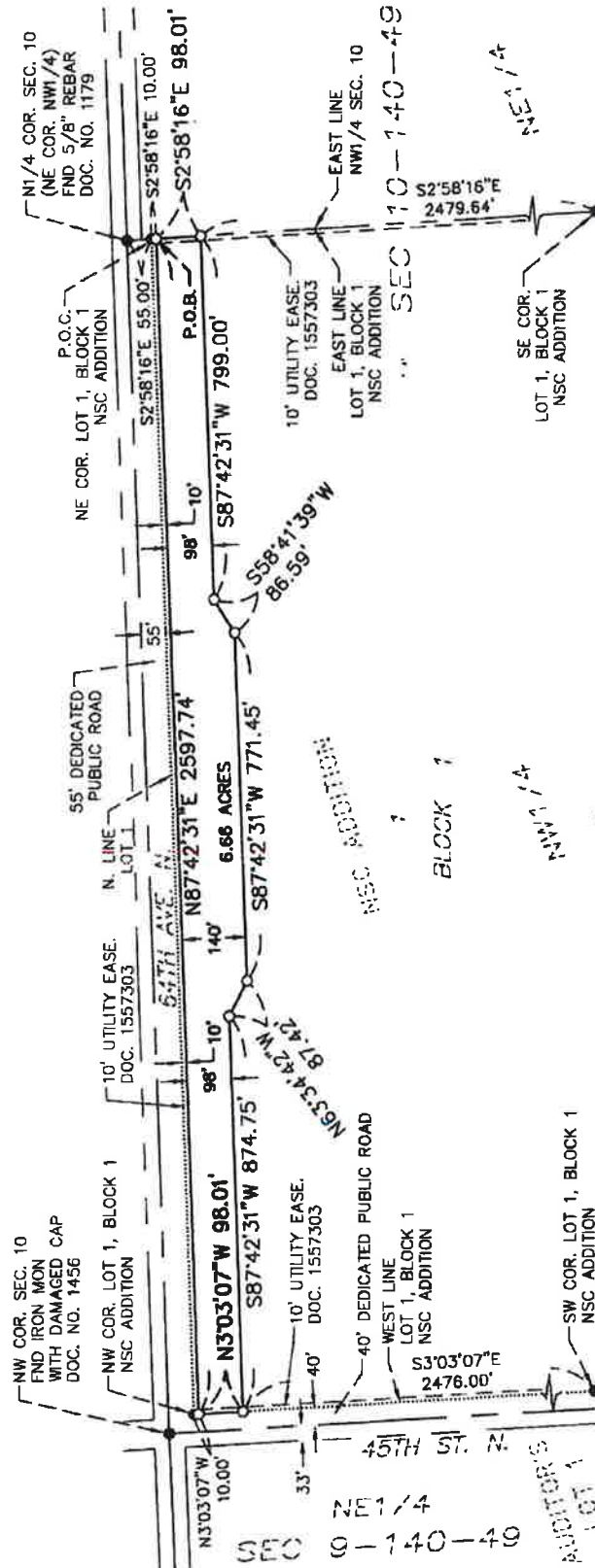
The legal description was prepared by:
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078
(701) 282-4692

Notary Public
Cass County, North Dakota

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

EASEMENT EXHIBIT

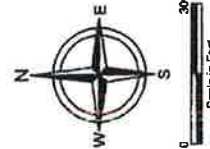
IN LOT 1, BLOCK 1, NSC ADDITION TO THE CITY OF FARGO, IN THE NW1/4 OF SECTION 10, TOWNSHIP 140 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



LEGEND

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

BASIS OF BEARINGS: THE EAST LINE OF THE NW1/4 OF SECTION 10 (ALSO THE EAST LINE OF LOT 1, BLOCK 1, NSC ADDITION) HAS A RECORD BEARING OF S02°58'16"E ACCORDING TO THE RECORDED PLAT OF NSC ADDITION.



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

Levee Easement Exhibit

**LOT 1, BLOCK 1, NSC ADDITION to the city of Fargo,
in the NW1/4 of Sec. 10-140-49
Cass County, North Dakota**

PROJECT NO	1919DA-213
DATE	5 21 20
REVISED	
DRAWN BY	SWH
CHECKED BY	CDH



EASEMENT EXHIBIT

IN LOT 1, BLOCK 1, NSC ADDITION TO THE CITY OF FARGO, IN THE NW1/4 OF
SECTION 10, TOWNSHIP 140 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

PERMANENT EASEMENT DESCRIPTION

That part of Lot 1, Block 1, NSC ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Lot 1; thence South 02 degrees 58 minutes 16 seconds East on a record bearing along the east line of said Lot 1 for a distance of 10.00 feet to the point of beginning; thence continuing South 02 degrees 58 minutes 16 seconds East along the east line of said Lot 1 for a distance of 98.01 feet to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 799.00 feet; thence South 58 degrees 41 minutes 39 seconds West for a distance of 86.59 feet to a point on a line which is 150.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 771.45 feet; thence North 63 degrees 34 minutes 42 seconds West for a distance of 87.42 feet to a point on a line which is 108.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence South 87 degrees 42 minutes 31 seconds West along said parallel line for a distance of 874.75 feet to the west line of said Lot 1; thence North 03 degrees 03 minutes 07 seconds West along the west line of said Lot 1 for a distance of 98.01 feet to a point on a line which is 10.00 feet southerly of, as measured at a right angle to and parallel with the north line of said Lot 1; thence North 87 degrees 42 minutes 31 seconds East along said parallel line for a distance of 2597.74 feet to the point of beginning.

Containing 6.66 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATION

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

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

Date: 5-21-2020



State of North Dakota)
County of Cass)

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

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

Brenda Jo Koski
Notary Public, Cass County, North Dakota

PAGE 2 OF 2

Levee Easement Exhibit

In Lot 1, Block 1, NSC ADDITION to the city of Fargo,
in the NW1/4 of Sec. 10-140-49
Cass County, North Dakota

PROJECT No 1919A-213
DATE 5-21-20
REVISED:
DRAWN BY SWH
CHECKED BY CDH



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Type: Arterial Band Creation

Location: 38th Street

Date of Hearing: 4/27/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/15/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Dan Eberhardt</u>

The Committee reviewed a communication from Special Assessment Coordinator, Dan Eberhardt, regarding the creation of an arterial band for 38th Street.

As the City has developed south of 52nd Avenue South, the 42nd Street arterial no longer exists. With current interest in development from 58th Avenue to 64th Avenue, 38th Street will continue as a four-lane roadway as it was designed. This four-lane roadway should be considered an arterial roadway in nature, hence the need to adjust the 45th Street arterial band, eliminate the 42nd Street arterial band and create a band for 38th Street.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the arterial band as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the North/South arterial band south of 52nd Avenue South for 38th Street as described.

PROJECT FINANCING INFORMATION:

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

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

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer



Memorandum

To: Members of PWPEC

From: Dan Eberhardt, Special Assessments Coordinator

Date: April 22, 2020

Re: 38th Street Arterial Band Creation

Background:

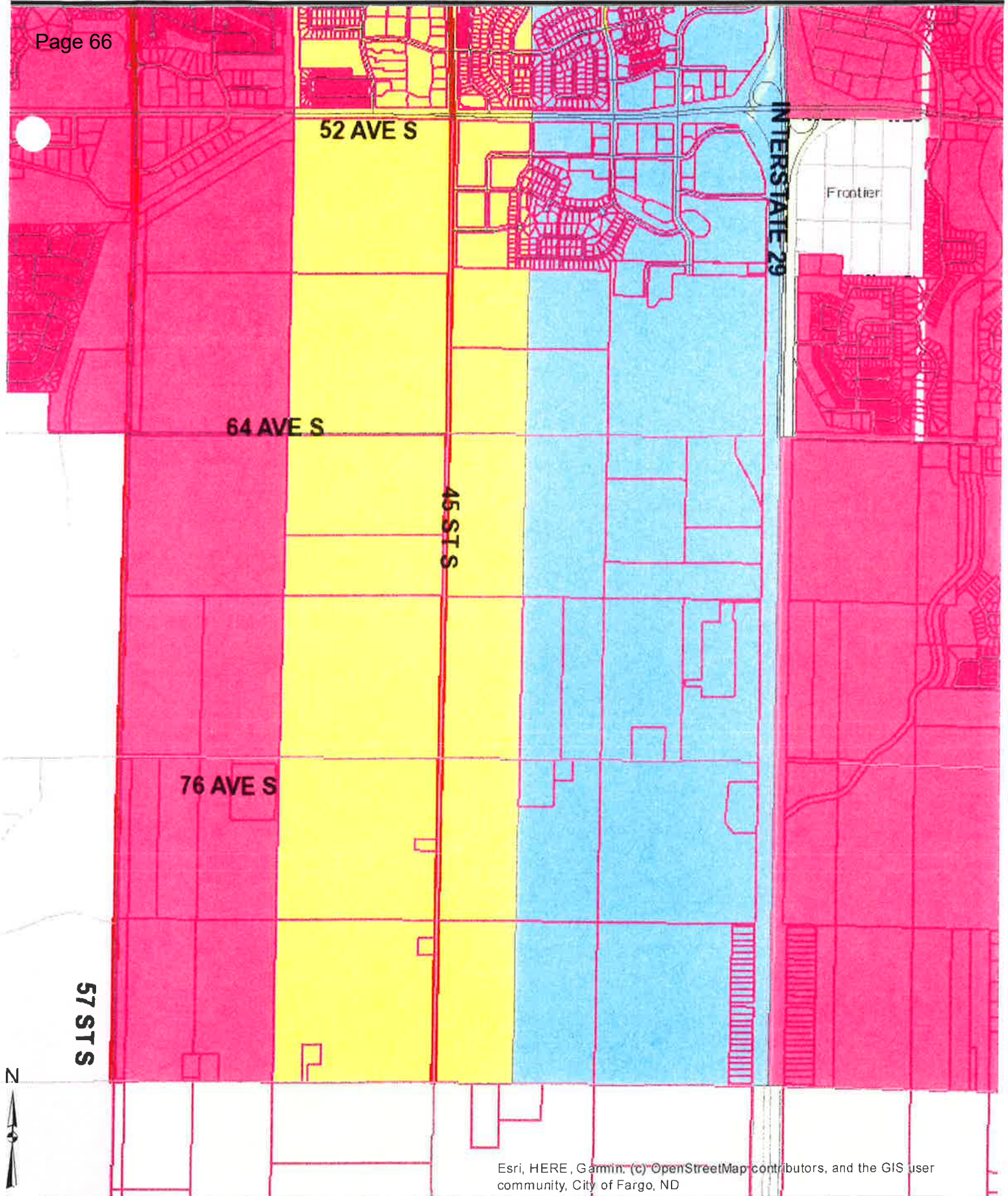
As the City Developed south of 52nd Avenue South, the 42nd Street arterial no longer exists. With current interest in development from 58th Avenue to 64th Avenue, 38th Street will continue as a four-lane roadway as it was designed. This four-lane roadway should be considered an arterial roadway in nature, hence the need to adjust the 45th Street arterial band, eliminate the 42nd Street arterial band and create a band for 38th Street as shown on the attached map.

Recommended Motion:

Approve the recommended North/South arterial band south of 52nd Avenue South, which redraws the current 45th Street band, eliminates the 42nd Street band, and creates a new arterial band for 38th Street.

DBE/klb
Attachments

C: Brenda Derrig, City Engineer



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, City of Fargo, ND

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

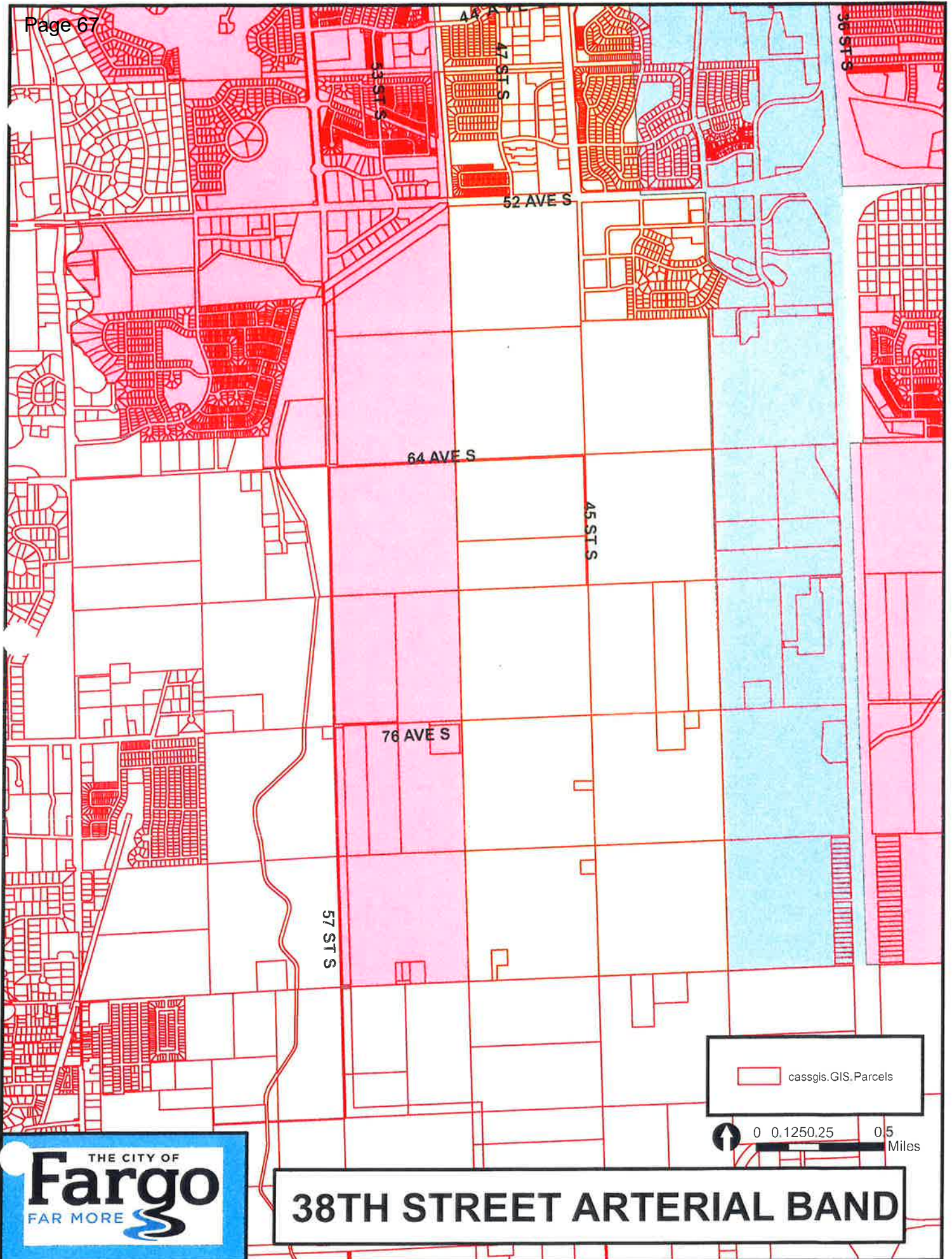
Current 45th/42nd St Bands

1:36,112

4/23/2020 9:56:26 AM

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

THE CITY OF
Fargo
FAR MORE



(10)

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

	2020 BUDGET	2020 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 28,910,061	\$ 29,023,211	\$ 113,150
Licenses & Permits	1,821,990	1,942,396	120,406
Fines & Traffic Tickets	868,023	588,185	(279,838)
Intergovernmental Revenue	6,359,070	4,811,533	(1,547,537)
Charges for Services	4,497,619	3,250,979	(1,246,640)
Interest	1,479,160	1,376,981	(102,179)
Miscellaneous Revenue	263,960	297,697	33,737
Transfers In	6,064,660	5,677,321	(387,339)
Total Revenues	\$ 50,264,543	\$ 46,968,303	\$ (3,296,240)
EXPENDITURES:			
City Administrator	\$ 3,706,703	\$ 3,446,483	\$ 260,220
Finance	2,867,654	2,487,174	380,480
Planning & Development	1,721,451	1,579,218	142,233
Transit	3,393,404	2,914,974	478,430
Public Works	6,740,715	7,202,105	(461,390)
Fire Department	4,965,401	4,705,395	260,006
Police	8,693,946	8,593,389	100,557
Health	4,429,205	4,313,678	115,527
Library	1,843,274	1,711,903	131,371
Commission	306,890	271,298	35,592
Civic Center	167,580	192,880	(25,300)
Social Services	168,070	111,896	56,174
Capital Outlay	309,016	110,602	198,414
Vehicle Replacement/IT	235,850	192,753	43,097
Contingency	(655,470)	(542)	(654,928)
Transfers Out	3,398,239	2,696,308	701,931
Total Expenditures	\$ 42,291,928	\$ 40,529,514	\$ 1,762,414
Excess of Revenue Over (Under) Expenditures	\$ 7,972,615	\$ 6,438,789	\$ (1,533,826)

(11)

TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE *KSC*
RE: FINANCIAL STATUS REPORT – MAJOR OPERATING FUNDS
DATE: JUNE 6, 2020

The City endorsed the concept of quarterly financial reporting for all major operating funds and has been following this process for several years.

Our revenues and overall budget performance will be impacted by the COVID-19 pandemic for the 2020 fiscal year and beyond. The Finance Department will be moving this reporting process to a monthly process so that our budget performance can be monitored continuously.

Suggested Motion:

Approve a change in financial reporting for major operating funds from quarterly report to a monthly report and approving the financial status report through May 31, 2020.

CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT Y-T-D 5/31/2020
MAJOR OPERATING FUNDS
BUDGET TO ACTUAL (Unaudited)

REVENUES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 50,265,000	\$ 46,968,000	\$ (3,297,000)	-6.6%	
Enterprise Funds:					
Water	7,875,000	7,596,000	(279,000)	-3.5%	
Solid Waste	6,373,000	6,255,000	(118,000)	-1.9%	
Wastewater	5,228,000	4,875,000	(353,000)	-6.8%	
Forestry	934,000	912,000	(22,000)	-2.4%	
Street Lighting	1,347,000	1,338,000	(9,000)	-0.7%	
Storm Sewer	1,126,000	1,151,000	25,000	2.2%	
Vector Control	289,000	288,000	(1,000)	-0.3%	
Total Enterprise Funds	23,172,000	22,415,000	(757,000)	-3.3%	
Total Operating Funds	\$ 73,437,000	\$ 69,383,000	\$ (4,054,000)	-5.5%	

Reporting Basis: Approved Budget


EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 42,292,000	\$ 40,530,000	\$ 1,762,000	4.2%	
Enterprise Funds:					
Water	12,601,000	10,769,000	1,832,000	14.5%	
Solid Waste	7,129,000	5,203,000	1,926,000	27.0%	
Wastewater	7,365,000	6,452,000	913,000	12.4%	
Forestry	1,033,000	1,038,000	(5,000)	-0.5%	
Street Lighting	1,458,000	1,390,000	68,000	4.7%	
Storm Sewer	1,236,000	963,000	273,000	22.1%	
Vector Control	383,805	188,540	195,265	50.9%	
Total Enterprise Funds	31,205,805	26,003,540	5,202,265	16.7%	
Total Operating Funds	\$ 73,497,805	\$ 66,533,540	\$ 6,964,265	9.5%	

Reporting Basis: Approved Budget

(12)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 10, 2020

**RE: CONTRACT FOR SIGNATURE
NORTHERN CASS SCHOOL DISTRICT \$46,746.05**

The attached contract with Northern Cass School for \$46,746.05 are for nursing services for the 2020-2021 school year.

No budget adjustments are required for these contracts.

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

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

DF/lls
Enclosures



**PURCHASE OF SERVICE AGREEMENT
NORTHERN CASS PUBLIC SCHOOL DISTRICT**



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

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

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

I. TERMS OF CONTRACT

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

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 64 percent for the district and 36 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Northern Cass Public School District has requested an increase in school nursing hours over the original 32 hour per week agreement plus an extra eight hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100% (salary plus benefits) of the school nursing hours in excess of 32 hours per week and the extra eight hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 32 hours with salary and benefits will be billed at \$46.75.

V. CHANGES

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

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

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

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

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

IX. COPYRIGHT

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

X. AGREEMENT CONSTITUTES CONTRACT

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

XI. PROVIDER ASSURANCES

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

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

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

XV. RETENTION OF RECORDS

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

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

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

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

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

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

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

NORTHERN CASS PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

SIGNATURE
AGENCY REPRESENTATIVE

DATE

TITLE

DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

DATE

DATE

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN NORTHERN CASS PUBLICSCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

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

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

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

OBJECTIVES:

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

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

ATTACHMENT B

2020-2021

SCHOOL HEALTH SERVICES BUDGET

NORTHERN CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
32 RN HOURS /WEEK X 35 WEEKS AT \$43.50 /HOUR	\$48,720.00
40 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT \$43.50/HR	\$1,740.00
30 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$51.44/HOUR	\$1,543.20
TOTAL	\$ 52,003.20
8 RN HOURS /WEEK X 35 WEEKS AT \$46.75 AT 100%	\$13,090.00
8 ADDITIONAL RN HOURS AT \$46.75 at 100%	<u>374.00</u>
	<u>13,464.00</u>
GRAND TOTAL	<u>\$ 65,467.20</u>
DISTRICT PORTION AT 64 % OF \$52,003.20	\$33,282.05
DISTRICT PORTION AT 100% OF 13,464.00	\$13,464.00
PROVIDER PORTION AT 36% OF \$52,003.20	\$18,721.15
TOTAL FOR DISTRICT OF AMOUNT AT 64%	\$33,282.05
TOTAL FOR DISTRICT OF AMOUNT AT 100%	<u>\$ 13,464.00</u>
GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$46,746.05

ATTACHMENT C


PROVIDER ASSURANCES

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

(13)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 10, 2020

RE: CONTRACTS FOR SIGNATURE
FARGO PUBLIC SCHOOL DISTRICT \$344,090.70

The attached contract with Fargo Public Schools is for nursing services for the school year 2020-2021.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the Agreement for Services with Fargo Public Schools

DF/lls
Enclosure

**PURCHASE OF SERVICE AGREEMENT
FARGO PUBLIC SCHOOL DISTRICT**

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

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

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

I. TERMS OF CONTRACT

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

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. Fargo Public School District did request an increase in RN time for the secondary sites in the 2019-2020 contract. An additional 2.5 hours per week for 35 weeks was added to the contract to be provided over the five days in the week.
3. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
4. The provider will ensure all staff assigned to the District communicate absences and adjustments to scheduled hours in advance, as able, with the building principal or administrative assistant. Attendance concerns will be handled immediately by the provider upon notice from the district.

V. CHANGES

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

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

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

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

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

IX. NO EMPLOYER/EMPLOYEE RELATIONSHIP WITH DISTRICT

No person providing services on behalf of the Provider to the District will be considered an employee of the District. This includes, but is not limited to, all registered nurses, nurse aides, and administrative nursing staff provided by the Provider. The Provider shall be responsible for all applicable employment taxes, and benefits attributable to said staff including unemployment, worker's compensation and vacation pay.

X. COPYRIGHT

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

XI. AGREEMENT CONSTITUTES CONTRACT

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

XII. PROVIDER ASSURANCES

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

XIII. INTEGRATION AND MODIFICATION

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

XIV. COLLATERAL CONTRACTS

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

XV. ACCESS TO RECORDS

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

XVI. RETENTION OF RECORDS

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

XVII. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVIII. APPLICABLE LAW

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

XIX. CAPTIONS

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

XX. EXECUTION AND COUNTERPARTS

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

XXI. AMENDMENTS

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

XXII. NOTICES

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

XXIII. SUCCESSORS IN INTEREST

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

XXIV. SEVERABILITY

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

XXV. WAIVER

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

XXVI. MERGER CLAUSE

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

XXVII. INDEMNIFICATION AND HOLD HARMLESS

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

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

XXVIII. COMPLIANCE WITH LAWS

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

XXIX. NON-DISCRIMINATION

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

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

FARGO PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

 JACKIE GAPP, CPA, SFO

DATE

Business Manager
TITLE

 DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

6/2/2020
DATE

6/10/20
DATE

P:\Contracts, Executed\Contracts Original Copies\Fargo 2020-2021 contract.doc 05/28/2020

ATTACHMENT A

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

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

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

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

OBJECTIVES:

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

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

ATTACHMENT B

2020-2021

SCHOOL HEALTH SERVICES BUDGET

FARGO SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
260 RN HOURS /WEEK X 35 WEEKS AT \$43.50 /HOUR	\$395,850.00
+ 2.5 RN HOURS/WEEK X 35 WEEKS AT \$43.50/HOUR X 6 RN'S FOR SECONDARY	\$22,837.50
574 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$51.44/HOUR	\$ 29,526.56
87.5 NURSE'S AIDE HOURS/WEEK X 35 WEEKS AT \$26.50/HOUR	\$81,156.25
TOTAL	<u>\$529,370.31</u>
DISTRICT PORTION AT 65 % OF \$529,370.31	\$344,090.70
PROVIDER PORTION AT 35% OF \$529,370.31	\$185,279.61
TOTAL FOR DISTRICT	\$344,090.70

ATTACHMENT C

PROVIDER ASSURANCES

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



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com




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(14)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 10, 2020

**RE: NOTICE OF GRANT AWARD FOR EMERGENCY
PREPAREDNESS AND RESPONSE WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH PHEP/EPR STATEWIDE
MANAGEMENT TEAM
NO. G19.774 CFDA NO. 93.069, \$220,105**

The attached Notice of Grant Award with the North Dakota Department of Health for Public Health Emergency Preparedness (PHEP) EPR Statewide Management Team is for \$220,105.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract for the public health emergency preparedness.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD - RESTRICTED FUNDING**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 59920 (04-2019)

Grant Number G19.774	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP921920	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2020	Grant End Date 6/30/2021
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – Statewide Response Team		North Dakota Department of Health (NDDoH) Project Code 6611 HLH5271-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive	
City/State/ZIP Code Fargo, ND 58103-2387		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Flemming		Contact Name Juli Sickler	
Telephone Number 701-241-1380		Telephone Number 701-328-2270	
Email Address dflemming@fargond.gov		Email Address jsickler@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$220,105	\$0.00	\$220,105
Previous Funds Awarded	\$0.00	\$0.00	\$0.00
Total Funds Awarded	\$220,105	\$0.00	\$220,105
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will <u>complete</u> the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2021 must be received by July 15, 2021. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 29, 2021 for the period of July 1, 2020 through December 31, 2020. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2021 for the period of January 1, 2021 through June 30, 2021. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions Funding for this award is restricted until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries and fringe, routine in-state travel, standard utilities and rent. 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 Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated with directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number: CDC-RFA-TP19-1901.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/10/20	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



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(15)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING ~~NY~~
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 10, 2020

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY
READINESS INITIATIVE NO. G19.766 CFDA NO. 93.069 FOR
\$169,000**

The attached Notice of Grant Award for \$169,000 with the North Dakota Department of Health is for the City Readiness Initiative.

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

Suggested Motion: Move to approve the contract for the Public Health Emergency Preparedness City Readiness Initiative.

DF/ls
Enclosure



NOTICE OF GRANT AWARD – RESTRICTED FUNDING

NORTH DAKOTA DEPARTMENT OF HEALTH
SFN 59920 (01-2020)

Grant Number G19.766	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP921920	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2020	Grant End Date 6/30/2021
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP/City Readiness Initiative (CRI)	North Dakota Department of Health (NDDoH) Project Code 6611 HLH5271-11		
Grantee Name Fargo/Cass Public Health	Project Director Tim Wiedrich		
Address 1240 – 25 th Street South	Address 1720 Burlington Drive		
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58504		
Contact Name Desi Fleming	Contact Name Juli Sickler, PHEP Director		
Telephone Number 701-241-1380	Telephone Number 701-328-2293		
Email Address Dfleming@fargond.gov	Email Address Jsickler@nd.gov		

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$169,900	\$0	\$169,900
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$169,900	\$0	\$169,900
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of grant contract period as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2021 must be received by July 15, 2021. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 29, 2021 for the period of July 1, 2020 through December 31, 2020. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2021 for the period of January 1, 2021 through June 30, 2021. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

Funding for this award is restricted until such time as the Federal Award is officially received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries and fringe, routine in-state travel, standard utilities and rent. Financial obligation of the Department is contingent upon funds being made available from 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 Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number CDC-RFA-TP19-1901.

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


Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/10/20	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



(16)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 10, 2020

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH PHEP ALL
HAZARDS ALLOCATION
NO. G19.786 CFDA 93.069 \$17,232.00**

The attached Notice of Grant Award for \$17,232 with the North Dakota Department of Health is for the Public Health Emergency Preparedness (PHEP) All Hazards Allocation.

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

Suggested Motion: Move to approve the contract for the public health emergency preparedness, all hazards allocation.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD - RESTRICTED FUNDING**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 59920 (04-2019)

Grant Number G19.786	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP921920	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2020	Grant End Date 6/30/2021
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – EPR All Hazards Allocation	North Dakota Department of Health (NDDoH) Project Code 6611 HLH5271-11
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich
Address 1240 – 25 th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Flemming	Contact Name Juli Sickler
Telephone Number 701-241-1360	Telephone Number 701-328-2270
Email Address dflemming@fargond.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$17,232.00	\$0.00	\$17,232.00
Previous Funds Awarded	\$0.00	\$0.00	\$0.00
Total Funds Awarded	\$17,232.00	\$0.00	\$17,232.00
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2021 must be received by July 15, 2021. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 10, 2021 for the period of July 1, 2020 through December 31, 2020. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2021 for the period of January 1, 2021 through June 30, 2021. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

Funding for this award is restricted until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries and fringe, routine in-state travel, standard utilities and rent. 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 Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated with directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number: CDC-RFA-TP19-1901.

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/10/20	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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



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(17)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 10, 2020

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM NORTH
DAKOTA DEPARTMENT OF HEALTH FOR TOBACCO
PREVENTION AND CONTROL PROGRAM
CONTRACT NO. G19.697, \$493,964**

The following Notice of Grant Award Amendment with North Dakota Department of Health is for the Tobacco Prevention and Control Program. No budget adjustment is required for this contract for \$493,964.

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

Suggested Motion: Move to approve the contract for the Tobacco Prevention and Control Program.

DF/ls
Enclosure



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

Grant Number G19.697	CFDA Name Not applicable	CFDA Number Not applicable	
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2020	Grant End Date 6/30/2021
Federal Award Date Not applicable	Federal Awarding Agency Not applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Local Public Health Unit Tobacco Prevention and Control Program		North Dakota Department of Health (NDDoH) Project Code 4571 HL 1248 01	
Grantee Name Fargo Cass Public Health		Project Director Neil Charvat	
Address 1240 25 th St S		Address 600 E. Boulevard Ave., Dept. 301	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name Desi Fleming		Contact Name Abby Erickson	
Telephone Number 701-241-1380		Telephone Number 701-328-3337	
Email Address dfleming@fargond.gov		Email Address abbyerickson@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$493,964	\$0	\$493,964
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$493,964	\$0	\$493,964
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with the Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health (Department). Grantee will follow the <i>Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014</i> as approved by the Department to conduct TPCP services within its service area.			
Reporting Requirements Grantee must submit at least quarterly a request for reimbursement on the Program Reporting System (PRS) by the 15th of the following month. Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan and budget. Final request for reimbursement for the period ending June 30, 2021 must be received by July 15, 2021. Reimbursements will be processed upon Department approval of request for reimbursements and progress reports.			
Special Conditions None.			
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 6/10/20	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan Mormann, Director, Division of Community and Health Systems	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			




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(18)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 10, 2020

**RE: SUB RECIPIENT AGREEMENT BETWEEN FARGO CASS
PUBLIC HEALTH AND FAMILY HEALTHCARE FOR
MITIGATION OF THE SPREAD OF COVID-19, NOT TO EXCEED
\$364,300**

The attached sub recipient agreement between Fargo Cass Public Health and Family HealthCare is for mitigation of the spread of COVID-19 through targeted testing. The funds will come the COVID-19 Grant funds that were received from Fargo Cass Public Health. Fargo Cass Public Health agrees to provide an amount not to exceed \$364,300.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the sub recipient agreement with Family HealthCare

DF/lls
Enclosure

**SUBRECIPIENT AGREEMENT
BETWEEN FARGO CASS PUBLIC HEALTH (Grantor) AND FAMILY HEALTHCARE
(Subrecipient)**

1. Agreement

This agreement, made and entered into this 1st day of June 2020, by and between **Fargo Cass Public Health** (Grantor) and **Family HealthCare** (Subrecipient) is made to enable the Subrecipient to undertake certain activities with COVID19 Grant funds as described in the Statement of Work. Therefore, Fargo Cass Public Health and the Subrecipient agree as follows:

2. Statement of Work

The Statement of Work is attached as Exhibit "A" and made a part of this contract. The Subrecipient agrees to perform the work described in Exhibit "A" in compliance with this agreement.

3. Responsibility of Fargo Cass Public Health

Fargo Cass Public Health shall designate representatives who will be authorized to make all necessary decisions required of Fargo Cass Public Health on its behalf in connection with the execution of this agreement and disbursing funds in connection with the program.

4. Subrecipient's Compensation and Method of Payment

Provided the activities authorized under the statement of work and contracts signed by the Subrecipient are eligible expenditures of COVID19 Grant funds, Fargo Cass Public Health agrees to provide an amount not to exceed \$364,300 for Targeted Testing located at Family HealthCare. The grant is from Fargo Cass Public Health's COVID19 Grant allocation of \$8,687,816, awarded on May 26, 2020 from The North Dakota Department of Health; grant number G19.745, CFDA #21.019, DUNS #070265871.

Funds shall be disbursed upon presentation of invoices which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this agreement and made in accordance with the Statement of Work. Payment may be suspended by Fargo Cass Public Health in the event of non-performance by the Subrecipient.

5. Term of the Agreement

The terms of this agreement shall extend from the effective date hereof through a period of time ending 12/30/2020; defined as such time as the items included in Exhibit A are deemed by Fargo Cass Public Health to be complete and the final reimbursement of the Subrecipient has been made to the North Dakota Department of Health.

6. Monitoring and Evaluation

Fargo Cass Public Health reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with Fargo Cass Public Health relating to such monitoring and evaluation.

At this time Fargo Cass Public Health intends to monitor the Subrecipient on benefit from use of 2020 COVID19 funds, during the period of May 14, 2020 to December 30, 2020. Specific performance measures are outlined in Exhibit "A". The Subrecipient will provide Fargo Cass Public Health with its annual organization report.

7. Assurances

The Subrecipient agrees to use COVID19 Grant funds for the purposes authorized by the Fargo Cass Public Health. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "B", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants. These include Federal Labor Standards requirements.

8. Conflict of Interest

The Subrecipient agrees that it has not violated the prohibition against conflicts of interest set forth in 24 CFR 953.606 and Subrecipient further assures that it will not, during the pendency of this agreement, violate said prohibition.

9. **Entire Agreement**

The provisions as set forth in Items 1-9, and all attachments of this agreement constitute the entire agreement between the parties.

FAMILY HEALTHCARE


Patrick Gulbranson, Chief Executive Officer

June 10, 2020
Date

FARGO CASS PUBLIC HEALTH


Desi Fleming, Public Health Director 6/10/20
Date

Timothy J. Mahoney, Mayor, City of Fargo
Date

**EXHIBIT A
STATEMENT OF WORK**

1. **Statement of Work**
The Subrecipient will use 2020 COVID19 funds to mitigate the spread of COVID19. Services shall not be denied because of race, color, religion, national origin, family status, sexual orientation, or disability.
2. **Purpose of Funding**
The Subrecipient shall use \$364,300 of COVID19 Grant funds, in accordance with the Statement of Work included in this Exhibit, for targeted testing to mitigate the spread of COVID19.
3. **Schedule for Completion of Work**
The Subrecipient shall perform the services set out above and shall expend the COVID19 Grant funds provided for above, by December 30, 2020.
4. **Budget**
The total project funding from Fargo Cass Public Health is \$1,055,440. The Subrecipient agrees that all costs for items shall be paid by the Subrecipient.
5. **Performance Measures**
 - Family HealthCare will order all test kits from the State of North Dakota Lab.
 - Family HealthCare will perform COVID 19 testing for their clients, those individuals that would normally qualify for services from a Federally Qualified Health Center, and those without a medical provider. Completed test samples are packed in coolers and returned to the State of North Dakota Lab via courier. Dr. Kinsey Nelson will be listed as Medical Provider on testing paperwork along with Family Healthcare site code.
 - Family HealthCare will maintain a testing roster to use for quality assurance to compare with completed results to make sure all individual results are accounted for.
 - Family HealthCare will receive testing results from the North Dakota Department of Health lab and will call out all negative results, along with Minnesota positive results. Will call out previously positive cases that have completed their isolation/quarantine. Minnesota Department of Health will follow but courtesy call to client is needed in case of delay. NDDoH/contact tracing will follow all new ND positive results.
 - Family HealthCare will generate any needed proof of testing or return to work letters as requested, and provide education as needed by individuals.

**REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT
BETWEEN FARGO CASS PUBLIC HEALTH ACTING THROUGH ITS
NORTH DAKOTA DEPARTMENT OF HEALTH (Grantor) NOTICE OF GRANT AWARD
AND
FAMILY HEALTHCARE (Subrecipient)**

FOR THE PERIOD JUNE 1 2020 THROUGH DECEMBER 30, 2020

SECTION ONE: REQUIREMENTS

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

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

2.. AUTHORITY TO CONTRACT

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantors express written consent. Subrecipient may not enter into subcontracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

3. INDEPENDENT ENTITY

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

4. STATE AUDIT REQUIREMENTS

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

5. RETENTION OF RECORDS

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

6. TERMINATION

a. Termination by Mutual Agreement

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

b. Early Termination in the Public Interest

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Agreement

ceases to further the public policy of the State of North Dakota, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part.
2020 Notice of Grant Award Requirements Addendum and Subrecipient Assurances

c. Termination for Lack of Funding or Authority

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

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

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

d. Termination for Cause

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

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

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

7. CONTINGENT LIABILITY

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

8.. DELAY OR DEFAULT FORCE MAJEURE

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

9. NOTICE

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

GRANTOR	SUBRECIPIENT
Desi Fleming, Director of Public Health	Patrick Gulbranson, CEO
Fargo Cass Public Health	Family HealthCare
1240 25 th St South	301 NP Ave.
Fargo, ND 58103	Fargo, ND 58102

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

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

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

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

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

13. WORK PRODUCT

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

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. ch. 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except **when** prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL

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

18. APPLICABLE LAW AND VENUE

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

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as May 14, 2020.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

material breach by Grantor entitling Fargo Cass Public Health to terminate in accordance with the Termination for Cause section of this agreement.

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

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

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

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

SECTION TWO: SUBRECIPIENT ASSURANCES

24. ASSURANCES

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

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

25. APPLICABLE COSTS

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

26. DEBARMENT/SUSPENSION

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

27. APPROVED VENDOR

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

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

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

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

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

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

29. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 2312-11. Further, if Subrecipient is not in North Dakota. Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

30, ENERGY AND ENVIRONMENTAL CONSERVATION

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

31. RESOURCE CONSERVATION AND RECOVERY ACT

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

32, EQUIPMENT

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

33. FEDERAL AUDIT REQUIREMENTS

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

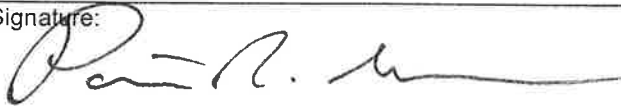
**SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES
(SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD JUNE 1, 2020 THROUGH
DECEMBER 30, 2020**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) Family HealthCare		
Name and Title: Patrick Gulbranson, Chief Executive Officer		
Address: 301 NP Ave		
City: Fargo	State: ND	9 Digit Zip Code: 58102
DUNS Number: 868774001	Federal Taxpayer Identification Number: 45-0430628	
Signature: 		Date: 6-10-2020

OMB CIRCULAR 2 CFR 200 SUBPART F
SINGLE AUDIT CERTIFICATION
City of Fargo, North Dakota



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

Entity Information

Subrecipient Name: Family HealthCare		Subrecipient Address: 301 Northern Pacific Ave	
Subrecipient DBA: Family HealthCare	City: Fargo	State: ND	ZIP Code 58102
Subrecipient DUNS #: 868774001	Subrecipient Parent DUNS #:	Subrecipient Place Of Performance (POP): 301 NP Ave. Fargo, ND 58102	
Representative: Patrick Gulbranson, CEO			
Telephone Number: 701-239-2285		E-mail Address: pgulbranson@famhealthcare.org	
Subrecipient Project Name & Funding: COVID19 Targeted Testing Site			

Our most recent fiscal year end date is: ___ June 30, 2019 ___

☒ Our entity is subject to the 2 CFR 200 Subpart F Single Audit requirements, as our entity expended \$750,000 or more in total Federal awards for the most recent fiscal year ending. An audit will be completed and submitted to the Federal Audit Clearinghouse per 2 CFR 200 Section 200.512.

OR

☐ Our entity is exempt from the Single Audit/2 CFR 200 Subpart F requirements for the following reason:

☐ Our entity expended less than \$750,000 in total federal awards for the fiscal year noted above.

☐ Other (please explain below):

Explanation:

Continue to Page 2 >>>>

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In your business or organization's (the legal entity to which the DUNS number you provided belongs) preceding completed fiscal year, did you receive:

- 1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements

AND

- 2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements

☐ *Yes ☒ No (If you answered "No", please proceed to Certification section below)

*If you answered "yes" to previous question, then please complete below question:

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number you provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ **No

**If you answered "no" to the previous question, then please complete the below question:

Please provide the names and total compensation of the top 5 employees:

--

CERTIFICATION

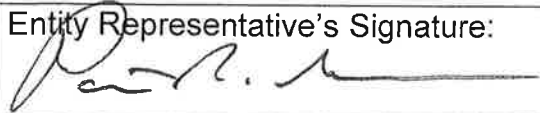
I certify that entity addressed the above information as accurate and if required, the audit report will be submitted no later than 9 months after the fiscal year ending noted above.

Printed Name: Patrick Gulbranson

Title: Chief Executive Officer

Entity Representative's Signature:

Date:



6-10-2020

RETURN THIS COMPLETED FORM TO:

Fargo Cass Public Health
ATTN: Melissa Perala
1240 25th Street South
Fargo, ND 58103

COVID 19 Testing Site Budget Estimate
Family HealthCare
as of 5/14/20

Assumptions

Beginning Date	6/1/2020
Ending Date	12/31/2020
Number of days	148
# of tests/day	50
Total tests	7,400
Operating Hrs/day	8

Budget

			Total
Wages and Benefits			\$ 281,422.00
	#	Rate	
RN's	2	\$ 26.00	\$ 61,568.00
Site Coordinator	1	\$ 26.45	\$ 31,316.80
Support Staff	5	\$ 18.00	\$ 106,560.00
Security	1	\$ 21.70	\$ 25,692.80
Wages	9		\$ 225,137.60
Benefits rate		25%	
Total wages and benefits			\$ 281,422.00
Interpreter Services			15,262.50
Est. % of visits	15%		
Time/visit (in hrs)	0.25		
Cost/hr	55		
Supplies			917.00
PPE for Staff	cost/day		-
PPE for test subjects	7,400		-
hand sanitizer	10	\$ 36.00	360.00
sanitizing wipes	7	\$ 51.00	357.00
Office supplies			200.00
Small Equipment			6,200.00
Laptops	2	\$ 1,800.00	3,600.00
Printer	1	\$ 100.00	100.00
Phones	2	\$ 350.00	700.00
Tents, tables, chairs, etc.			1,000.00
Coolers			300.00
Freezer			500.00
Facility Rental (HHS) - 1500 SF @ \$18/SF for 3 months			6,750.00
Patient Transportation			700.00
Outreach			700.00
Trailer - 32 ft			35,000.00
Subtotal			\$ 346,951.50
Cleaning/maintenance/utilities/supervision/OH	0.05		17,347.58
Subtotal			\$ 364,299.08
Cost of tests		\$ -	-
			\$ 364,299.08

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

**FROM: TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR TB
NICOLE CRUTCHFIELD, PLANNING DIRECTOR**

DATE: JUNE 11, 2020

**RE: APPROVAL OF CONTRACT BETWEEN MDM CONSTRUCTION, LLC. AND
THE CITY OF FARGO ON GLADYS RAY SHELTER FACILITIES
IMPROVEMENTS – COMMUNITY DEVELOPMENT BLOCK GRANT (HUD)**

The Department of Planning & Development is seeking approval to execute a Contractor Agreement between MDM Construction, LLC. and the City of Fargo. This agreement has been reviewed and approved by the City Attorney and MDM Construction, LLC. The purpose of the Agreement is to complete public facilities improvements at the City's homeless shelter (Gladys Ray Shelter – 1519 1st Ave S). Improvements will include new flooring materials, new electrical, new plumbing fixtures and equipment, new appliances, new shower and toilet rooms, and new finishes.

This public facilities improvement activity was previously approved as part of the 2018 HUD Action Plan, utilizing its Community Development Block Grant (CDBG) funds. MDM Construction, LLC and Naseth Construction both submitted proposals in response to a Request for Proposals released in March 2020. MDM Construction, LLC was the lower proposal at \$207,000. RFP and quotes are available for review upon request.

Attached: Contractor Agreement

Recommended Motion: Approve execution of Contract Agreement between City of Fargo and MDM Construction, LLC.



**RESOLUTION APPROVING
CONTRACT BETWEEN MDM CONSTRUCTION, LLC. AND THE CITY OF FARGO
ON GLADYS RAY SHELTER FACILITIES IMPROVEMENTS
COMMUNITY DEVELOPMENT BLOCK GRANT (HUD)**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG) funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, the majority of Community Development Block Grant funds must be spent on activities benefiting low to moderate income households, which includes those experiencing homelessness; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to execute the Contractor Agreement between MDM Construction, LLC. and the City of Fargo in order to carry out a previously approved HUD activity to complete facilities improvements at the City of Fargo's Gladys Ray Shelter.

**Contractor Agreement
Between the
City of Fargo & MDM Construction, LLC.**

THIS AGREEMENT is entered into this 9th day of JUNE, 2020 by and between the City of Fargo [hereinafter "City"], a North Dakota municipal corporation, and MDM Construction, LLC., a North Dakota limited liability corporation [hereinafter "Contractor"].

WHEREAS, the City wishes to hire the Contractor to make facility improvements at the Gladys Ray Shelter, located at 1519 1 Avenue South, Fargo, through use of Community Development Block Grant (CDBG) funds, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. Agreement

This Agreement is made for the purpose of hiring the Contractor to make facility improvements at the Gladys Ray Shelter through the use of CDBG funds.

2. Responsibility of the Contractor/Scope of Work/Services to Be Performed

See Exhibit A – Scope of Work

3. Contract Sum

The City will pay the Contractor as quoted in the attached quote form (Exhibit A), unless work changes are required.

4. Responsibility of the City

The City shall designate representatives who will be authorized to make all necessary decisions required on behalf of the City in connection with the execution of this Agreement. **Foss Architecture & Interiors is the project manager/construction administrator on this project. All communication is to be conducted through Foss Architecture & Interiors.**

5. Term of the Agreement

This Agreement shall be deemed to be effective as of the date and year first above-written or, if the date and year is not completed above, then this Agreement shall be deemed effective on the date last signed below [the "Effective Date"]. This Agreement shall last until the Contractor has satisfactorily completed the Scope of Work outlined in Exhibit A, not to exceed 12 months from the execution of this Agreement.

6. Suspension or Termination of the Agreement

The City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which includes, but is not limited to, the following:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement; or
- c) Ineffective or improper use of the funds provided under this Agreement.

This Agreement may also be terminated for convenience by either the City or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Penalties, as set forth in this Agreement and as allowed by law, will apply.

7. Termination of City's Obligations

The City's obligations under this Agreement will terminate if the Contractor fails to comply with the terms and conditions of this Agreement.

8. Amendments

The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

9. Assignability, Subcontracts, & Subcontractor Non-Debarment Signed Certifications

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Subcontractors are not required to be registered in the System for Award Management (www.sam.gov), but the City is required to conduct debarment checks on all subcontractors. If subcontractors are not registered in the System for Award Management, the City must receive an ink signed certification that company and all of its principals are not debarred. The Contractor must also include a clause in its contracts with the subcontractors requiring signed certification in place of registration in the System for Award Management.

10. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, or email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

City

City of Fargo
Attn. Brock Morrison
225 4 ST N
Fargo, ND 58102
701.298.6966
bmorrison@fargond.gov

Contractor

MDM Construction, LLC.
Contact/Title: Dan Walters, President
2215 Sheyenne St.
West Fargo, ND 58078
701.356.3956
dwalters@mdmconst.com

11. General Conditions

a) **General Compliance**

The Contractor agrees to comply with all applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract.

b) **Independent Contractor**

Nothing contained in this Agreement nor the relationship of the Contractor to other parties shall make or be construed to make the Contractor, or any of the Contractor's agents or employees, the agents or employees of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

c) Indemnification & Hold Harmless

The Contractor agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting from the negligent acts or omissions of the Contractor, or the Contractor's contractors, successors, or assigns in connection with the work on the Property, and the Contractor will, at the Contractor's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such above-mentioned matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein.

d) Worker's Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

e) Insurance & Bonding

The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Contractor shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision. The Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

f) Penalties

Should the Contractor not perform all activities outlined within Item 2 of this Agreement [Exhibit A] within 12 months of the execution of this Agreement, the City will have the option of billing the Contractor up to \$100 per day beyond the 12 month timeline until all the work has been satisfactorily completed.

g) Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- i. The Contractor shall maintain standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- ii. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to federally-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the federally-assisted activity, or with respect to the proceeds from the federally-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Contractor, or any designated public agency.

h) Lien Waivers

Contractor shall protect, defend and indemnify the City from any claims for unpaid work, labor or materials. Payment shall not be due until the Contractor has delivered to the City complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying them against any lien. The form of lien waiver may be supplied by the City.

i) Changes in Work/Claims for Extra Cost

No modifications of this contract shall be made except by written instrument, signed by the Contractor, accepted and approved by the City. No claim for extra work or cost shall be allowed unless the same was done in pursuit of a written order of the City, as aforesaid, and the claim presented with the first payment request after the changed or extra work is done. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost when requested by the City, and give the City access to accounts relating thereto.

j) General Guarantee

The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from final payment. Further, Contractor will furnish the City with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.

k) Permits, Codes, & Inspections

Contractor will secure all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work. All building code inspections are to be completed.

l) System for Award Management

Contractor must have active registration in the System for Award Management (www.sam.gov) throughout the duration of project. Also see section 9: **Assignability, Subcontracts, & Subcontractor Non-Debarment Signed Certifications.**

m) Davis Bacon Labor Standards

Davis Bacon Labor Standards apply to this this federally-assisted project. The prevailing wages are required for all laborers employed on the project, which are included in Exhibit A. Contractor's employees will be interviewed onsite during the project. Partial pay requests may be submitted for payment. Funds will be reimbursed upon receipt of correct weekly payroll records. For more information, review the *Making Davis Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects* (www.hudexchange.info/resources). Upon award, the City of Fargo will work closely with Contractor to meet requirements.

n) Payment Procedures

Payments shall be made upon receipt of a numbered invoice that includes the dates covered by the invoice and a summary of the work performed. Payment will be issued upon receipt of correct weekly payroll records in accordance with Davis Bacon Labor Standards and prevailing wages.

o) Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement (i.e., vehicles, tools, insurance, repairs to tools, weather delays, etc.).

p) Equal Employment Opportunity & Anti-Discrimination

Contractor shall provide equal opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, sexual orientation, gender identity, and status with regard to public assistance or disability. Where applicable, the Contractor shall comply with

Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60) also Section 3 of Housing Act of 1968. The Contractor shall (1) to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) insert or cause to be inserted the same provision in each construction subcontract.

q) Provisions for City

City will permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work. Further, City will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of furniture as necessary.

r) Occupancy Provisions

The premises are to be occupied or vacant during the course of the construction work only as agreed upon by both parties. Contractor and Contractor's employees shall be respectful of occupants, staff, and property.

s) Condition of Premises

Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise in Exhibit A, the Scope of Work.

t) Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the City to verify the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should the work fail to meet approval the work shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the City, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City and shall be equitable.

u) Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those in the Scope of Work [Exhibit A], the Contractor shall immediately give notice to the City of such conditions before they are disturbed. The City will there upon promptly investigate the conditions, and if found that they materially differ from those indicated in the Scope of Work [Exhibit A], the City will at once make such changes in the Scope of Work as found to be necessary. Any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Section i) of the General Conditions.

12. Women & Minority Owned Businesses/Enterprises

The Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

13. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

14. Entire Agreement

This Agreement, including attachments, constitutes the entire and complete agreement between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

15. Counterparts

This Agreement may be executed in counterparts with both parties having a fully-executed counterpart.

16. Agreement Binding on Successors

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

17. North Dakota Law Applies.

This Agreement will be controlled by 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 must be brought in an appropriate venue in the State of North Dakota.

SIGNED THE 9th DAY OF JUNE, 2020.

MDM CONSTRUCTION, LLC, a North Dakota
limited liability corporation

By: [Signature]
Dan Walters
Its: President

Federal ID # 263934668

DUNS # 829388623

SIGNED THE ____ DAY OF ____, 2020.

CITY OF FARGO, a North Dakota municipal
corporation

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

ATTEST:

Steven Sprague, City Auditor

2020

City of Fargo Staff Report			
Title:	Aldevron First Addition	Date:	2/24/2020
		Update:	6/8/2020
Location:	4040 and 4055 41st Avenue South; 4137 and 4175 40th Street South	Staff Contact:	Maegin Elshaug
Legal Description:	All of Lots 5 and 6 and a portion of Lot 3, Block 1, Woodhaven Plaza Addition and Auditors Lot 13 of Woodhaven Plaza Addition		
Owner(s)/Applicant:	Aldevron LLC / Vogel Law Firm	Engineer:	Mead & Hunt
Entitlements Requested:	Minor Subdivision (Replat all of Lots 5 and 6 and a portion of Lot 3, Block 1, Woodhaven Plaza Addition and Auditors Lot 13 of Woodhaven Plaza Addition)		
Status:	City Commission Public Hearing: June 15, 2020		

Existing	Proposed
Land Use: Medical Office (research); vacant	Land Use: Medical Office (research)
Zoning: LC, Limited Commercial with a CUP for an alternative access plan	Zoning: unchanged
Uses Allowed: LC – Limited Commercial. Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service. With a Conditional Use Permit to allow for an Alternative Access Plan for parking	Uses Allowed: unchanged
Maximum Lot Coverage Allowed: Maximum 55% building coverage	Maximum Lot Coverage Allowed: unchanged

Proposal:

The applicant is seeking City approval of a minor subdivision entitled Aldevron First Addition. The proposed subdivision would replat 4 existing properties into one lot to accommodate expansion of an existing facility. The owner, Aldevron LLC, is planning a phased expansion for the property. The subject property is located at 4040 and 4055 41st Avenue South, and 4137 and 4175 40th Street South, and encompasses approximately 9.9 acres. The subject property, along with an additional property located across 40th Street South, received a Conditional Use Permit to address parking needs for the facility in August 2019.

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

Surrounding Land Uses and Zoning Districts:

- North: Across 40th Avenue South is GC, General Commercial, with a CUP, Conditional Use Permit, with uses of manufacturing and warehouse facilities and retail;
- East: Across 40th Street South is LC with office and retail;
- South: LC and across Great Plains Drive South is GO, General Office, with office uses;
- West: LC and LC with a CUP, Conditional Use Permit to allow residential use, with mixed use development, attached houses, and offices uses.

Area Plans:

The subject property is located within the 2003 Southwest Future Land Use Plan. This plan indicates the subject property as being appropriate for Commercial uses.

**Context:**

Neighborhood: Woodhaven

Schools: The subject property is located within the Fargo Public School District and is served by Kennedy Elementary, Discovery Middle, and Davies High schools.

Parks: The subject property is less than a half mile east of Woodhaven North Park with the amenities of a fishing ramp, fishing, picnic table, playground, recreational trails, and soccer field.

Pedestrian / Bicycle: Off-road bike facilities are located along 40th Avenue South and are a component of the overall metro area trail system.

Staff Analysis:**Minor Subdivision**

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

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

(Criteria Satisfied)

In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent to property owners within 300 feet of the subject property. To date, staff has received no comments. The zoning district allows for the proposed development and complies with the adopted area plan. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code.

(Criteria Satisfied)

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

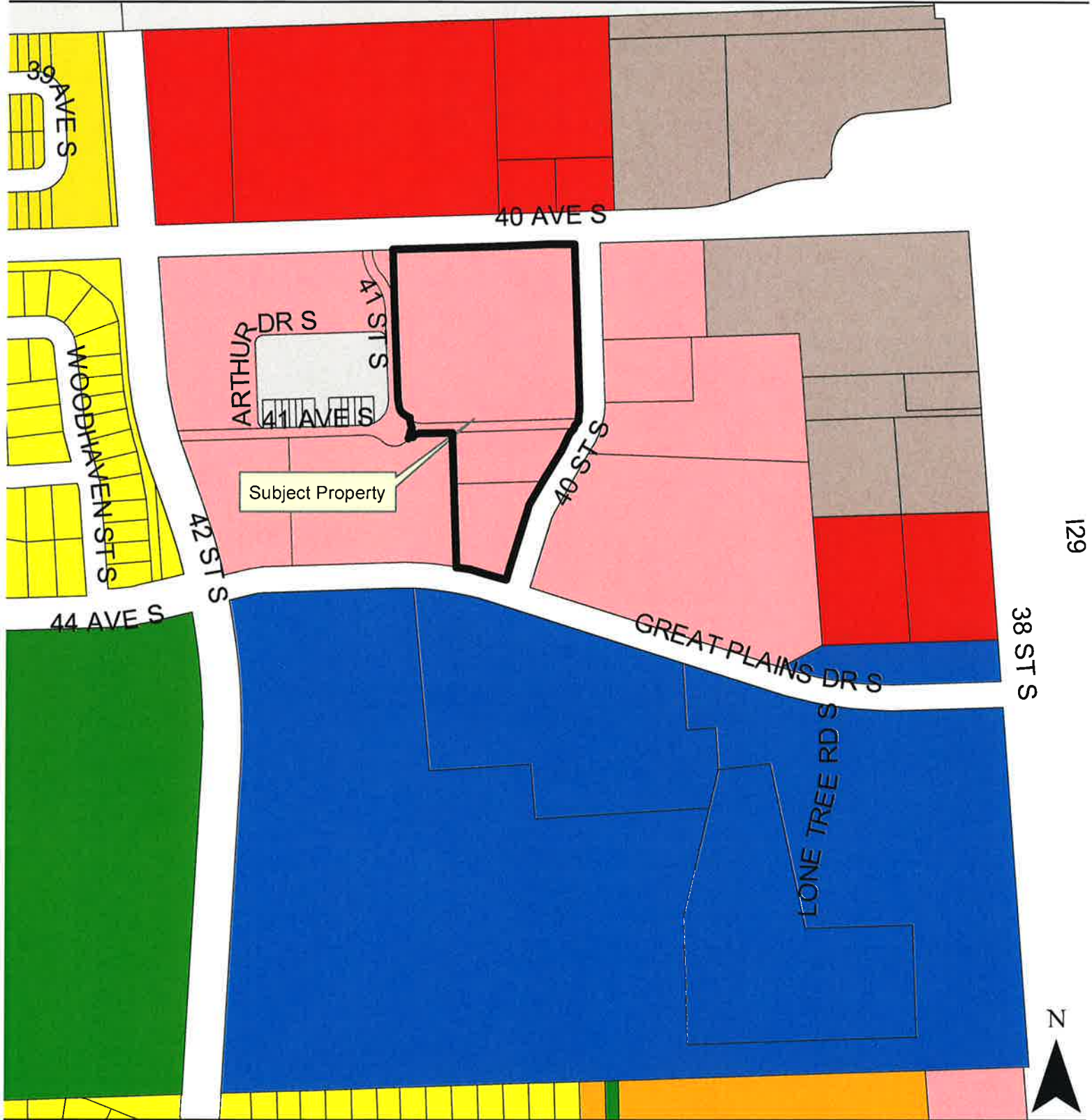
While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are

subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)
Staff Recommendation:
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby move to approve the proposed subdivision plat, Aldevron First Addition , as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".
Planning Commission Recommendation: March 3, 2020
On March 3, 2020, with a 9-0 vote with two members absent, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, Aldevron First Addition , as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.
Attachments:
<ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

Plat (Minor)

Aldevron First Addition

4137 & 4175 40th St S
4040 & 4055 41st Ave S



Legend

AG	LC	MHP	SR-2
DDMU	MC	NC	SR-3
GC	MR-1	NO	SR-4
GO	MR-2	PI	SR-5
	MR-3	UML	City Limits

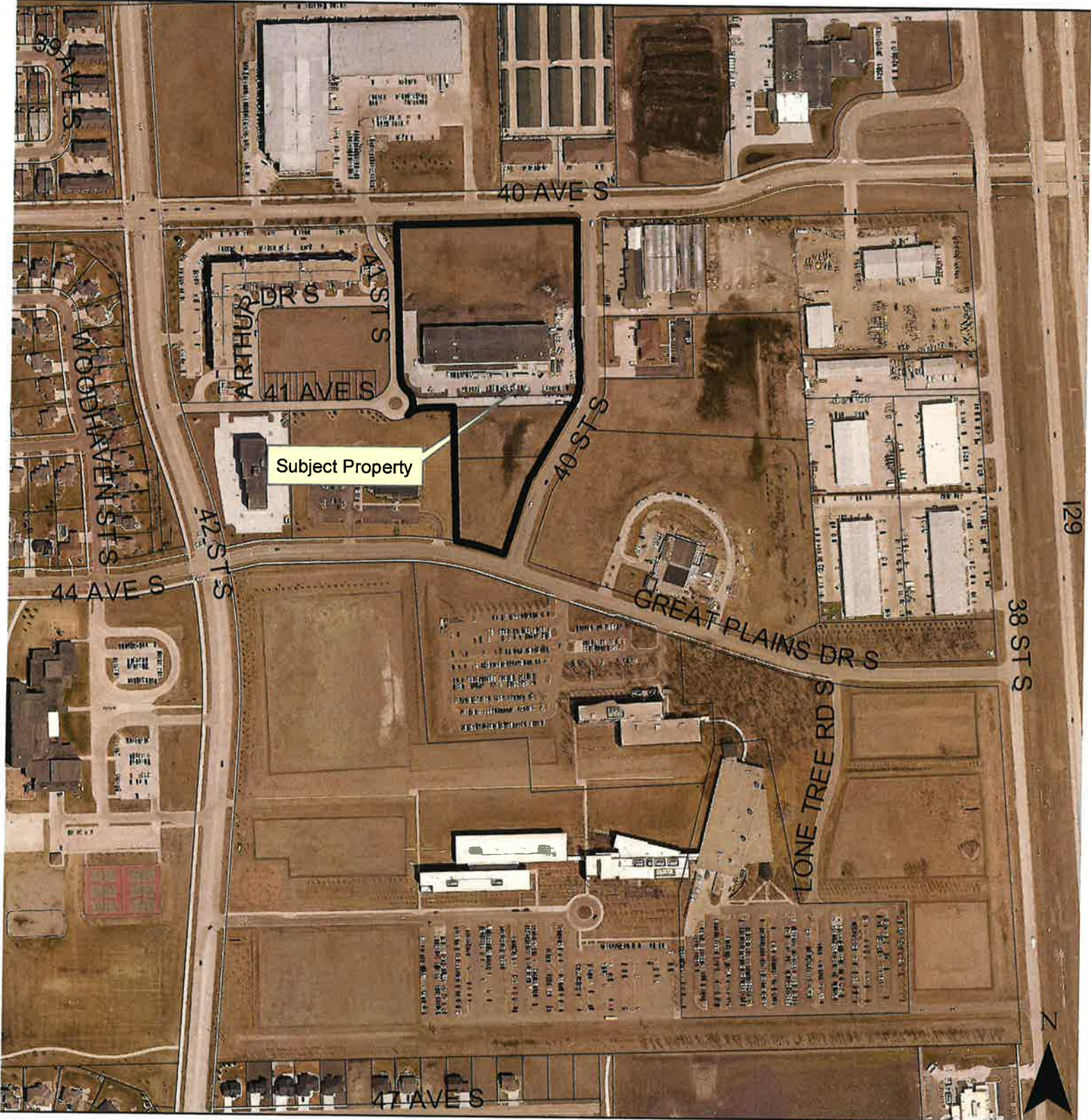
300
Feet

Fargo Planning Commission
March 3, 2020

Plat (Minor)

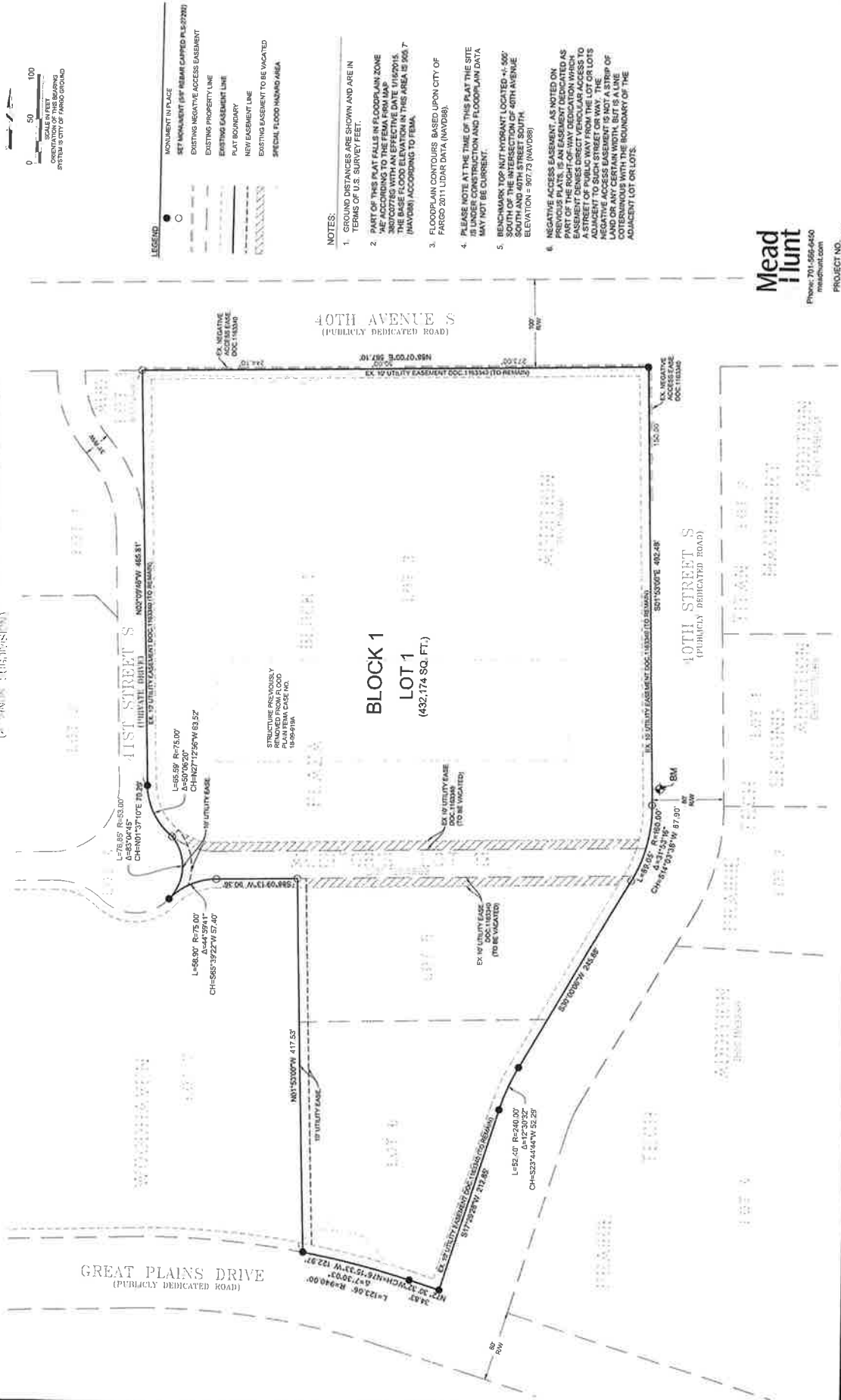
Aldevron First Addition

4137 & 4175 40th St S
4040 & 4055 41st Ave S



ALDEVRON FIRST ADDITION

A RE-PLAT OF ALL OF LOTS 5, 6, 7 AND 10, BLOCK 1, WOODHAM PLAZA AVENUE AND ALDEVRON LOT 15 OF WOODHAM PLAZA ADDITION TO THE CITY OF LARGO, FLORIDA, COUNTY, HILLSBOROUGH COUNTY, FLORIDA (A UNIFORM SUBDIVISION)



- LEGEND**
- MONUMENT IN PLACE
 - SET MONUMENT DIFF. BEARING CAPT. PLS. 27200
 - EXISTING NEGATIVE ACCESS EASEMENT
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - PLAT BOUNDARY
 - NEW EASEMENT LINE
 - EXISTING EASEMENT TO BE VACATED
 - SPECIAL FLOOD HAZARD AREA

- NOTES:**
- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 - PART OF THIS PLAT FALLS IN FLOODPLAIN ZONE "AE" ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) DATED 11/16/2015. THE BASE FLOOD ELEVATION IN THIS AREA IS 505.7 (NAVD83) ACCORDING TO FEMA.
 - FLOODPLAIN CONTOURS BASED UPON CITY OF PARGO 2011 LIDAR DATA (NAVD83).
 - PLEASE NOTE AT THE TIME OF THIS PLAT THE SITE IS UNDER CONSTRUCTION AND FLOODPLAIN DATA MAY NOT BE CURRENT.
 - BENCHMARK TOP NUT HYDRANT LOCATED +1.500' SOUTH OF THE INTERSECTION OF 40TH AVENUE AND 41ST STREET SOUTH ELEVATION = 507.73 (NAVD83).
 - NEGATIVE ACCESS EASEMENT AS NOTED ON PREVIOUS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE PLAT FOR THE PURPOSE OF PROVIDING A STREET OF PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE EASEMENT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, IS NOT A STRIP OF LAND, AND IS NOT A STRIP OF LAND ADJACENT TO THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

Mead Hunt
 Phone: 774.552.6450
 meadhunt.com
 PROJECT NO. 19-00000001
 SHEET 2 OF 2

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City of Fargo Staff Report			
Title:	Tice Addition	Date:	5/28/2020
		Updated:	6/11/2020
Location:	714 and 718 19th Avenue South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Portion of Lot 6, and all of Lots 11 and 12, Block 4, Harry A. Schnell Addition to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Kenneth and Kimberly Anderson	Engineer:	Bolton & Menk
Entitlements Requested:	Minor Subdivision (Replat of a portion of Lot 6, and all of Lots 11 and 12, Block 4, Harry A. Schnell Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: June 15, 2020		

Existing	Proposed
Land Use: Detached single-dwelling residential	Land Use: No change
Zoning: SR-2, Single-Dwelling Residential	Zoning: No change
Uses Allowed: SR-2 Allows detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities	Uses Allowed: No change
Maximum Density Allowed: 5.4 dwelling units per acre	Maximum Density Allowed: No change

Proposal:
<p><i>PROJECT HISTORY NOTE: This project was originally scheduled for hearing at the May 5, 2020 Planning Commission. It was continued to the June 2, 2020 Planning Commission at the request of the applicant to allow time for a neighborhood meeting to address concerns of the neighbors about the proposed subdivision. That meeting was held May 21, 2020. A summary of that meeting as well as the neighborhood comments are provided below.</i></p> <p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, entitled Tice Addition which is a replat of a portion of Lot 6, and all of Lots 11 and 12, Block 4, Harry A. Schnell Addition to the City of Fargo, Cass County, North Dakota. <p>The two properties are zoned SR-2. No zone change is proposed. The uses and types of housing allowed in the SR-2 zone are noted above.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: SR-2, detached single-dwelling residential • East: SR-2, detached single-dwelling residential • South: Sound wall and Interstate 29 • West: SR-2, detached single-dwelling residential

Area Plans:
The subject property is not included within any area plans or neighborhood plans.
Schools and Parks:
<p>Schools: The subject property is located within the Fargo School District and is served by Clara Barton / Hawthorne Elementary, Carl Ben Eielson Middle and South High schools.</p> <p>Neighborhood: The subject property is located within the Clara Barton/Hawthorne neighborhood.</p> <p>Parks: Lindenwood Park (1905 Roger Maris Drive) is located approximately 0.20 mile east of the subject property and offers the amenities of bike rental; boat ramp; campground; concessions; cross-country ski trails; fishing; grill; kayak launch; multi-purpose field; picnic tables; playgrounds for ages 2-5 and 5-12; recreational trails; restrooms.</p> <p>Pedestrian / Bicycle: The bike trail under the interstate is located approximately 350 feet to the west of the subject property and on-road bike routes are located along 5th Street South, located approximately 900 feet east of the subject property, that are components of the metro area bikeways system.</p>
Staff Analysis:
<p>The plat will replat the two existing lots into a different configuration, so that Lot 2, addressed at 714 19th Avenue South, will extend behind Lot 1, addressed at 718 19th Avenue South, which will shorten that lot to a depth of approximately 148 feet from the current depth of approximately 230 feet. The area of that lot will still be greater than the minimum required area for the SR-2 zone.</p> <p>The street access and utility connections that are in place on the current lots will not change.</p> <p>NEIGHBORHOOD COMMENT: Planning staff has received several inquiries by phone and e-mail about this project, as well as opposition letters and an opposition petition. Copies of these letters and the petition are attached.</p> <p>Concerns expressed by these neighbors are that the proposed subdivision:</p> <ul style="list-style-type: none"> • May alter the character of the neighborhood; • Impact property values of the surrounding owners; • Impact emergency services access; • Affect existing easements in the rear yards of these properties; and • Affect surrounding special assessments. <p>The petition was signed by the owners of 22 surrounding properties. Staff received a forwarded e-mail from one property owner who originally signed the petition indicating the person wished to withdraw opposition to the project; that name has been redacted from the petition. A map showing the location of these protesting properties is attached.</p> <p>APPLICANT'S RESPONSE: Also attached is the applicant's (Ken and Kim Anderson) response to the comment letters, which they applicant sent out to the neighbors in late April.</p> <p>NEIGHBORHOOD MEETING: On Thursday, May 21, 2020, Planning staff hosted a virtual neighborhood meeting attended by the applicant and several neighbors. The goal of the meeting was to review and, if possible, resolve concerns brought up in neighborhood protests to the proposed Tice Addition. Planning staff addressed the major concerns noted above from a staff perspective, including comments from other departments. Points made by the neighbors during the meeting reiterated the points made in the comments received and attached to this staff report. The neighbors emphasized that they felt the proposed subdivision</p>

would change the character of the neighborhood in a negative way.

JUNE 2, 2020 PLANNING COMMISSION HEARING

At the June 2, 2020 Planning Commission hearing, the Planning Commission heard a presentation from staff. There was no testimony by neighbors at this meeting. However, staff did note the extensive neighborhood opposition to the project as documented in the petition and letters included in the Planning Commission packet as well as three additional items that were received from a neighbor the day before the Planning Commission hearing and forwarded to the Commissioners prior to the hearing. All items are included in this packet.

SUBDIVISION

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

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

The subject property is not located within an area plan or neighborhood plan. The properties within this plat are currently zoned SR-2, Single-Dwelling Residential. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has several phone, e-mail and letter inquiries and comments and an opposition petition, as noted in the "Neighborhood Comment" section above. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

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

Staff Recommendation

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Tice Addition** subdivision plat, as presented, as the proposal complies with the Standards of Article 20-06, and all other applicable requirements of the LDC."

Planning Commission Recommendation: June 2, 2020

On June 2, 2020, by a vote of 7-0 with three Commissioners absent and one seat vacant, the Planning Commission accepted the findings and recommendations of staff and moved to recommend approval to the City Commission for the proposed **Tice Addition** subdivision plat, as presented, as the proposal complies with the Standards of Article 20-06, and all other applicable requirements of the LDC.

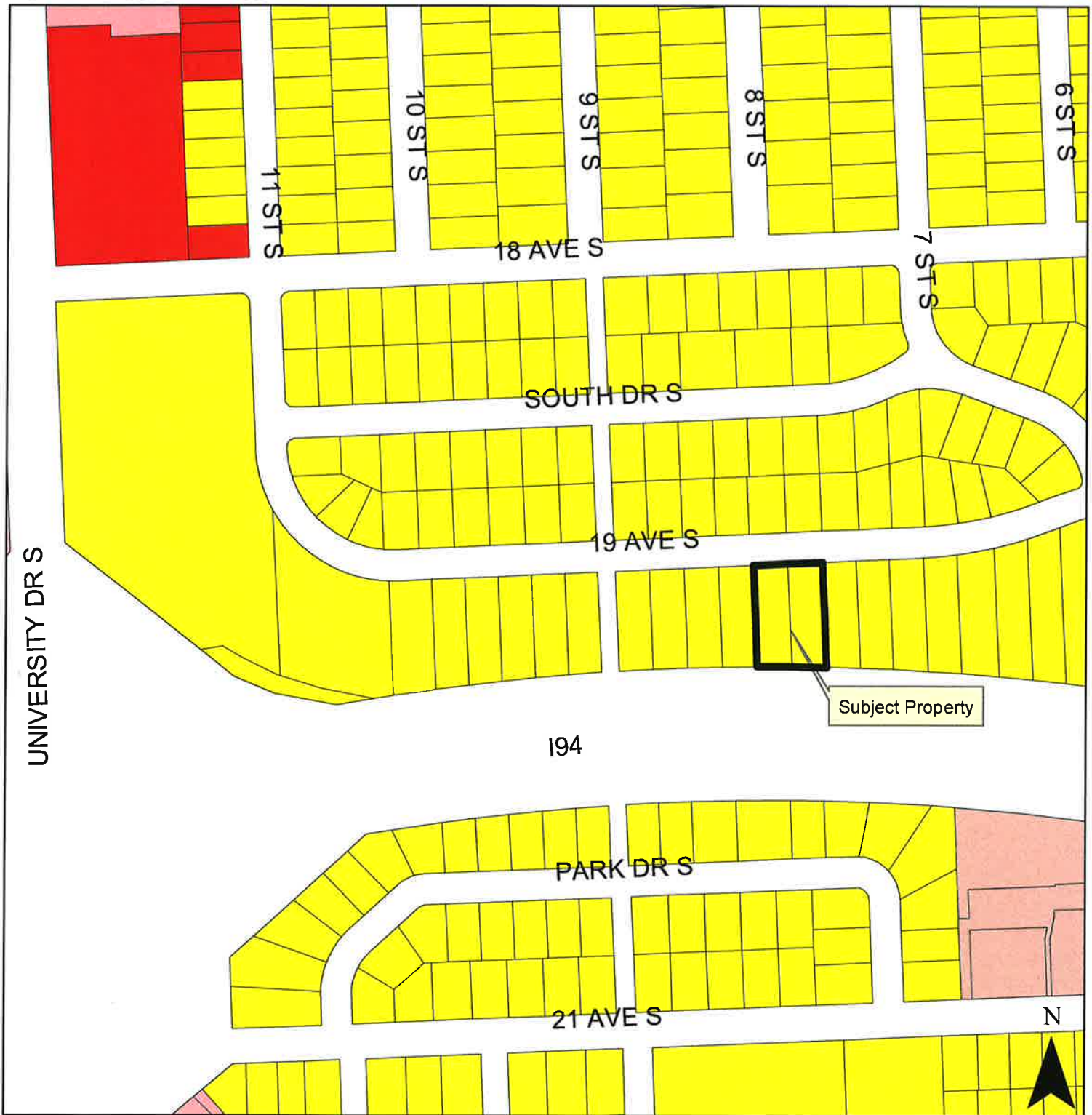
Attachments:

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

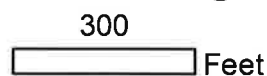
Plat (Minor)

Tice Addition

714 & 718 19th Ave S



Legend



Plat (Minor)

Tice Addition

714 & 718 19th Ave S



TICE ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A REPLAT OF LOTS 11 AND 12, BLOCK 4 AND PART OF BLOCK 6 OF HARRY A. SCHNELL ADDITION
(A MINOR SUBDIVISION)

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, Kenneth M. Anderson and Kimberly M. Anderson, husband and wife, as owners of a parcel of land located in the City of Fargo, North Dakota, being more particularly described as follows:

lots 11 and 12, Block 4, of HARRY A. SCHNELL ADDITION is the City of Fargo, according to the plat recorded in the City of Fargo, Cass County, North Dakota.

AND

This part of Block 4, said HARRY A. SCHNELL ADDITION being lots 11 and 12, Block 4, and the part of Block 6, said HARRY A. SCHNELL ADDITION being the southerly portion of the west side of said lot 12 and bounded on the west by the north line of said lot 12 and on the east by the north line of said lot 11.

Said parcel contains 25,136.57 square feet of land, more or less, and is subject to all easements, restrictions, encumbrances and claims of any kind or nature.

Said owners have caused the above described parcel of land to be surveyed and plotted as "TICE ADDITION" to the City of Fargo, Cass County, North Dakota.

OWNERS: Kenneth M. Anderson and Kimberly M. Anderson

By: *Kimberly M. Anderson*
Kimberly M. Anderson, Husband

State of North Dakota } ss
County of Cass

On this 28th day of May, in the year 2020

before me, a Notary Public within and for said County and State, personally appeared Kenneth M. Anderson, husband and wife, known to me to be the persons who executed the within instrument, and who acknowledged to me that they executed the within instrument.

My Commission Expires April 26, 2023

Notary Public

On this 28th day of May, in the year 2020, before me, a Notary Public within and for said County and State, personally appeared Kimberly M. Anderson, known to me to be the person who executed the within instrument, and who acknowledged to me that she executed the within instrument.

My Commission Expires April 26, 2023

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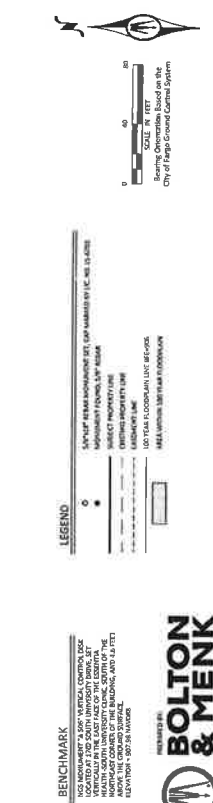
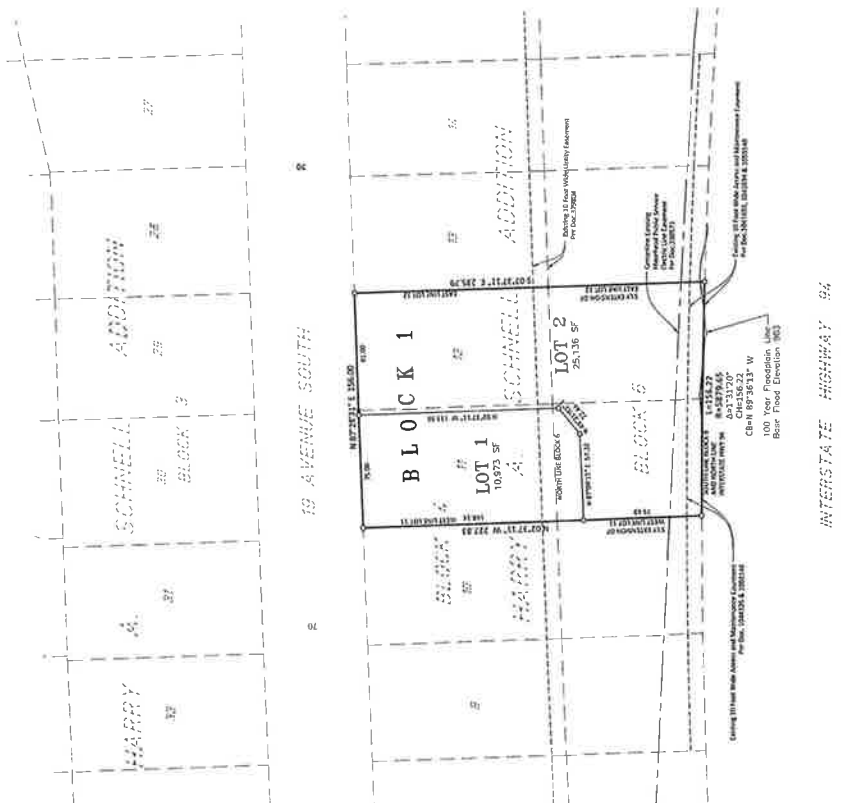
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My Commission Expires April 26, 2023

Notary Public



LEGEND

1/4" = 1' PERMANENT SET, CAP MARKED BY L.C. 1/4" = 1' LINE
UPPERMENT PROPERTY LINE
LOWERMENT PROPERTY LINE
ADJACENT LOT
100 YEAR FLOODPLAIN ELEVATION
100 YEAR FLOODPLAIN ELEVATION

BENCHMARK
100' TALL CONCRETE MONUMENT
LOCATED AT THE CORNER OF THE
NORTH LINE OF THE TICE ADDITION
AND THE EAST LINE OF THE
HARRY A. SCHNELL ADDITION. THE
MONUMENT IS 100' TALL AND 16" DIA.
ELEVATION = 207.55 MSL



CITY OF FARGO PLANNING COMMISSION APPROVAL
Approved by the City of Fargo Planning Commission this 28th day of May, 2020.

By: *John Gustafson*
John Gustafson, Planning Commission Chair

State of North Dakota } ss
County of Cass

On this 28th day of May, in the year 2020, before me, a Notary Public within and for said County and State, personally appeared John Gustafson, known to me to be the person who executed the within instrument, and who acknowledged to me that he executed the within instrument.

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My Commission Expires April 26, 2023

Notary Public

Planning and Development
225 4th St North
Fargo N.D. 58102

April 5, 2020

Re: Proposed Plat of Tice Addition for tract of land located at 714 and 718 19th Avenue South.

We are writing to object to the above proposal for which we received a written notice.

If this plat is allowed, it will set a precedent and invite others to request similar changes. They will point to this (Tice Addition) and will argue fairness in a request for the same consideration and approval.

If even one other property owner makes a similar proposal to essentially divide up their backyard, another property owner could see their back yard abutted by not two, but by four different land owners. Including the concrete highway wall at the back, a homeowner could find their backyard surrounded by five different barriers/fences of different character.

The uniformly larger lots of this avenue are unique and desirable. If this application is allowed, it is the beginning of the end of this feature for our long-established neighborhood. (newest homes built almost 60 years ago)

If this addition is allowed to go through, it would not be in the best interest of the property owners and residents of this neighborhood. We believe that the fair resolution is to maintain the status quo and deny the petition.

Sincerely,

19th avenue property owner and resident

4/22/20

TO : CITY OF FARGO PLANNING + DEVELOPMENT

AS HOMEOWNERS ON 19th AVE SOUTH FARGO, WE ARE
WRITING TO STRONGLY OPPOSE THE PROPOSAL TO REPLATT
THE PROPERTIES AT 714 + 718 19th AVE S FARGO.

THE CARVING UP + SUBPLOTING OF OUR LONG ESTABLISHED
SINGLE FAMILY NEIGHBORHOOD WITH ITS DESIRABLE SPACIOUS
BACKYARDS, ON THE WHIM OF ONE HOMEOWNER, WOULD BE A
DETRIMENT + SET A BAD PRECEDENT FOR PRESENT + FUTURE
HOME OWNERSHIP IN OUR NEIGHBORHOOD.

IF THE 714 OWNERS WANT MORE LAND, THEY SHOULD MAINTAIN
THEIR SOLE OWNERSHIP OF BOTH THE 714 + 718 PROPERTIES IN THEIR
ENTIRETY.

WE RESPECTFULLY DECLINE TO SIGN THIS LETTER AS WE + SEVERAL
OTHER OWNERS FEAR RETALIATION FROM THE 714 OWNERS.
IN THEIR FEW SHORT YEARS ON OUR BLOCK, THEY HAVE HAD
RUN-INS WITH NUMEROUS NEIGHBORS.

THANK YOU,

19th AVE S HOMEOWNERS (3 HOMES)

April 24, 2020

City of Fargo
Planning & Development
225 4th Street North
Fargo, ND 58102

Attn: Fargo Planning Commission
Mr. Donald Kress, Planning Coordinator

RE: PROPOSED PLAT OF TICE ADDITION (MINOR SUBDIVISION) AND REPLAT OF A PORTION OF LOT 6, AND ALL OF LOTS 11 AND 12, BLOCK 4, HARRY A. SCHNELL ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

Dear Commissioners and Mr. Donald Kress,

We respectfully write to you in **strong opposition** of the above-referenced proposed plat and replat for the tract of land located at 714 and 718 19th Avenue South.

We reside at 810 19th Avenue South and have lived at this address for 40 years. The larger lots in our neighborhood are desirable. To our knowledge, in the direct vicinity, there has never been a lot subdivided, nor in this odd manner. We fear this sets an undesirable precedent for the following reasons:

1. We are skeptical of developers or others who purchase property, divide it contrary to neighborhood wishes, build, sell, and are gone – leaving us to deal with any long-term problems or effects they have created.
2. A dangerous precedent could be set here for future approvals to subdivide in this manner, in turn, destroying the attractiveness of this neighborhood.
3. Fire and Emergency Services access is of utmost importance in an emergency. Subdividing these two properties would allow for fencing the perimeter of the proposed subdivided area, which could create a direct barrier to entry for Fire and EMS personnel to access certain portions of the larger lot that may now be directly behind the subdivided lot. As fencing material has already been delivered to these addresses, it is clearly the intent of the owner to proceed with a new fence.
4. Easements for utility, water, sewer and the adjacent I-94 corridor are also of concern. Each lot currently has its own easements. It is our thought that this proposed subdivision may have an impact on this access as well.
5. We are concerned about potential devaluation of surrounding property values. We have invested into our home, landscaping, and property with the understanding that the plat was already laid out previously. In purchasing a home in an existing neighborhood, it is unlikely that these lots would change at this late date as compared to a new development. Could there be a direct impact on homeowners as a result of this proposal?

6. We have a concern that the entity requesting this subdivision intends to put up a large structure on a portion of the newly platted property, creating an eyesore.

It is our belief and general consensus that if the applicant wishes to obtain a larger lot on one hand and subdivide another that there are plentiful other areas more appropriate for this type of application, or where no application may be required at all. This and many other factors should have been considered prior to purchase of these existing lots and the homes on them, along with future building and subdividing plans in a well-established neighborhood.

For these reasons, we request that the Fargo Planning Commission **DENY** this application.

Sincerely,

Robert and Sherry Veit

Cc: FILE

April 26, 2020

City of Fargo
Planning & Development
225 4th Street North
Fargo, ND 58102

Attn: Fargo Planning Commission
Mr. Donald Kress, Planning Coordinator

RE: PROPOSED PLAT OF TICE ADDITION (MINOR SUBDIVISION) AND REPLAT OF A PORTION OF LOT 6, AND ALL OF LOTS 11 AND 12, BLOCK 4, HARRY A. SCHNELL ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

Dear Commissioners and Mr. Donald Kress,

We are writing to you in strong opposition of the above-referenced proposed plat and replat for the tract of land located at 714 and 718 19th Avenue South.

We reside at 806 19th Avenue South and have lived at this address for almost 20 years. The long lots in our neighborhood are desirable and create a buffer between our homes and the noise from the I-94 Interstate. It is our understanding that there has never been a lot subdivided in our neighborhood in this L shaped manner. We fear that this will set an undesirable precedent for the following reasons:

1. We are concerned about the potential devaluation of our property values and those of our neighbors. We have made many improvements to our property over the years expecting that our property will continue to grow in value along with the properties of our neighbors. As a realtor, I believe the property at 718 will have a significantly lower property value with the much smaller lot. This devaluation negatively impacts our property value when we decide to refinance or sell our home.
2. We are concerned about the future implications of subdividing this property. The current or future property owners of large L shaped lots could build oversized structures that do not fit in with the current neighborhood. A huge outbuilding will present an eyesore for the neighbor in the downsized lot and the other neighbor that now borders the East or West end of an L shaped lot.

In the future the property owner with a larger lot will no longer need notification of neighbors and city approval because their oversized building will fall within the percentage of allowable building space within the expanded lot.

3. This has caused much stress and fear among neighbors. Many are opposed but are fearful of putting their name to a petition or letter for fear of retaliation by property owner initiating the subdivision. We as a neighborhood will have to live with long-term problems that this has created.

4. Another concern is how the property special assessments will be impacted. Will the property at 714 be held responsible for more of the current specials for utility, sewer, and street lights that recently went in since it will be a much larger property? It seems to be an unfair burden for the property owner at 718 19th Avenue to be responsible for specials when a significant portion of the lot is not comparable to other neighbors.

5. A concerning precedent is being set if this allowed, property owners who originally purchased their property expected to have just two neighbors. If this request is approved we now have the prospect of having three or even possibly four neighboring properties next to our backyards. What is to stop someone from buying up several properties and creating a corridor between the existing homes and the interstate sound barrier?

We are obviously very opposed to this proposed change to our long established neighborhood. This change will lower our property values and sets a precedent for future subdividing of the properties bordering the North end of Interstate 94. We request that the Fargo Planning Commission **DENY** this application.

Sincerely,

Mark and Tracy Aaker

From: Robert Veit
Sent: Sunday, April 26, 2020 8:07 PM
To: Donald Kress <dkress@FargoND.gov>
Subject: Tice Addition Replat

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Dear Mr. Kress,
I am attaching a letter of opposition for the replat of 714 & 718 19th Ave S, Fargo.

I am also attaching a petition of neighbors on this block that are in opposition of this request. We worked hard to get this done with the Covid-19 pandemic going on and as all or most of these people would not think of attending a meeting, we decided to ask if they would sign this petition of denial. As you can see, the majority of neighbors DO NOT want this approval to go through. Please consider this petition in your meeting.

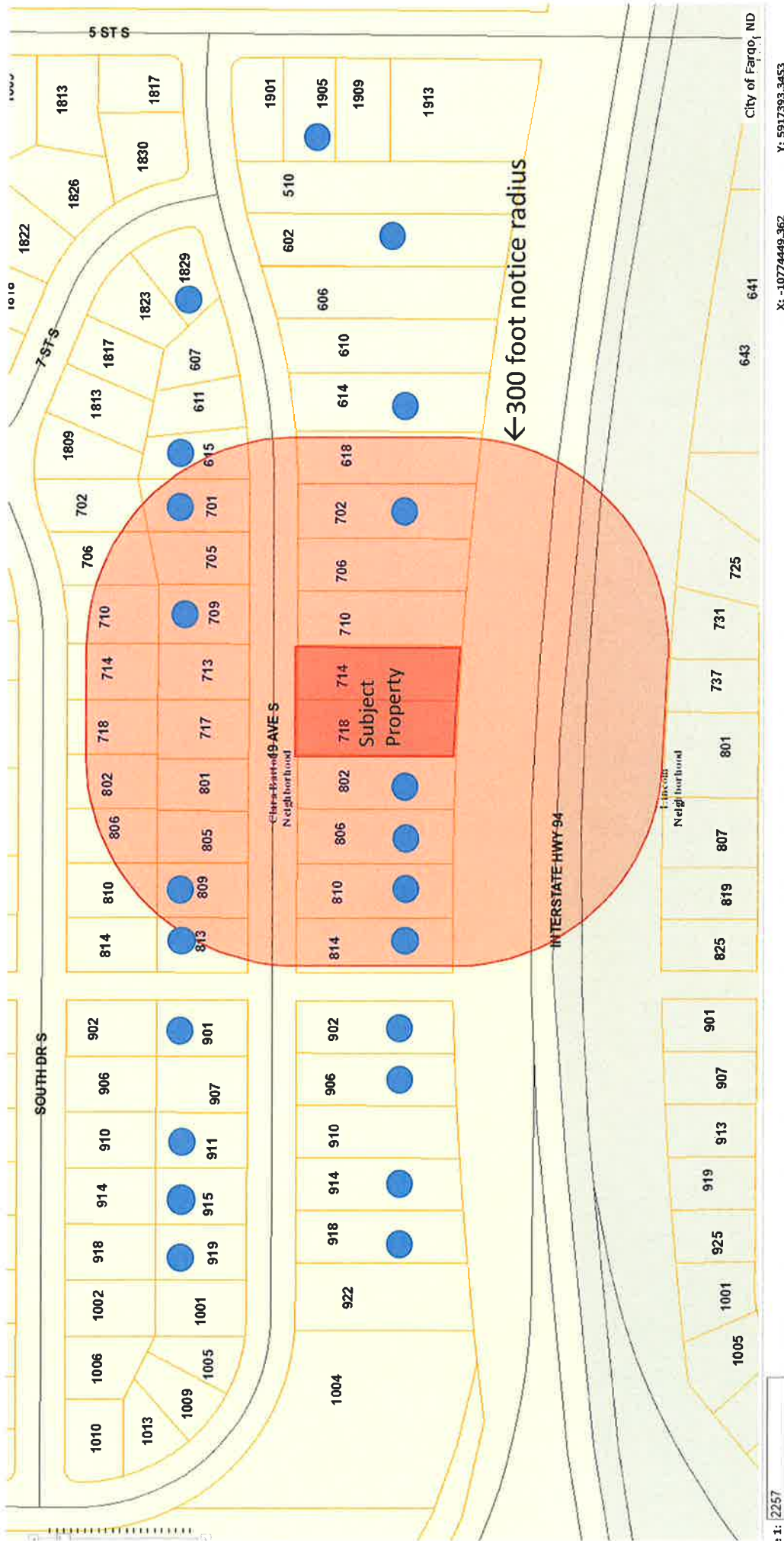
Thank you.
Robert & Sherry Veit
810 19th Ave South
Fargo, ND
Please confirm that you have received this communication.
I will follow the electronic petition with a hard copy via mail.

Petition to Reject Application

Petition summary and background	PROPOSED PLAT OF TICE ADDITION (MINOR SUBDIVISION) AND REPLAT OF A PORTION OF LOT 6, AND ALL OF LOTS 11 AND 12, BLOCK 4, HARRY A. SCHNELL ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to DENY the proposed application.

Printed Name	Signature	Address	Phone Number	Date
Janet Geston	<i>Janet Geston</i>	915-19th Ave. S.		4/25/20
MORGAN NASLUND	<i>Morgan Naslund</i>	814 19th Ave. S.		4/25/20
Crystal Wring	<i>Crystal Wring</i>	813 19th Ave S.		4/25/20
Bethany Wieman	<i>Bethany Wieman</i>	919 19th Ave S.		4/25/20
Wanda Meyers	<i>Wanda Meyers</i>	906 19th Ave. S.		4/25/20
Marlene Ames	<i>Marlene Ames</i>	914 19th Ave S.		4/25/20
Beverly Fisher	<i>Beverly Fisher</i>	918-19th Ave. S.		4/25/20
Joe Birchitt	<i>Joe Birchitt</i>	702 19th Ave. S.		4/25/20
John Larson	<i>John Larson</i>	614 19th Ave S		
Doug Hickey	<i>Doug Hickey</i>	902 19th Ave S		597-4
Angell Nordlund	<i>Angell Nordlund</i>	814 19th Ave. S.		4/25/20

Printed Name	Signature	Address	Phone Number	Date
Charlotte Laughlin	Charlotte Laughlin	911 19 th Ave S		4/25/20
Arma Haseku	Arma Haseku	901 19 th Ave S.		4/25/20
Ken Neisen	Ken Neisen	809 19 th Ave S		4/25/20
Roxanna Jacobson	Roxanna Jacobson	802 19 th Ave S		4/25/20
Chad Jacobson	Chad Jacobson	802 19 th Ave. S.		4/26/20
ZACH PERSSON	ZACH PERSSON	709 19 th Ave S.		4/26/20
Jim Martin	Jim Martin	701 19 th Ave S		4/26/20
Bennie Martin	Bennie Martin	701 19 th Ave S		4/26/20
Heidi F. Huse	Heidi F. Huse	701 19 th Ave S		4/26/20
Robin Berger	Robin Berger	1529 7 th St S		4/25/20
June Krabbenhoft	June Krabbenhoft	1901 5 th St S		4/26/20
Kelly Messerschmidt	Kelly Messerschmidt	802 19 th Ave S		4/26/20
Mark Acker	Mark Acker	806 19 th Ave. S.		4/26/20
Robert Veit	Robert Veit	810 19 th Ave S.		4/26/20



: 1: 2257

X: -10774449.362
Y: 5917393.3453

TICE ADDITION---LOCATION OF SIGNERS OF THE PETITION OPPOSING THE PROJECT

Updated 27 May 20

April 28, 2020

Dear Neighbor,

As a matter of background, we are no strangers to this neighborhood. Ken has lived in the Fargo area since 1985 and Kim moved here in 1994. We lived at 1421 – 7th St S, Fargo for 20 years before we sold it in 2016 and purchased the Tennenfoss/McManus house the same year. We have put a considerable amount of time and money into this house so far (714), with much more to be done on the interior. While our design choices might not be right for everyone, we have made choices to please ourselves and not offend our neighbors or become the neighborhood “misfit” house. Would you have preferred we kept with the status quo?



In 2018, Lornie passed away and his house went up for sale. Instead of letting a “flipper” purchase it and potentially destroy the integrity of our neighborhood, we purchased it and made several upgrades. We rented it AirBnB style for nearly 1.5 years and have accepted a purchase offer. Once again, while our color choice might not be right for everyone, we don’t believe the house is a color “misfit” in this neighborhood. Would you have preferred we kept with the status quo?



TICE ADDITION

We are in receipt of the (public record) letters and the signed petition to the Fargo Planning Commission. Set forth below are the concerns stated in the letters and our response to those concerns:

- *We are skeptical of developers or others who purchase property, divide it contrary to neighborhood wishes, build, sell, and are gone – leaving us to deal with any long-term problems or effects they have created.*
- *This has caused much stress and fear among neighbors. Many are opposed but are fearful of putting their name to a petition or letter for fear of retaliation by property owner initiating the subdivision. We as a neighborhood will have to live with long-term problems that this has created.*
 - We are not developers and have not heavily invested in both 714 & 718 simply to sell. We have invested heavily because we intend to stay at 714 and a perfectly nice couple are buying 718 for fair market value.
 - You are “fearful” and expect retaliation from us? What form of retaliation do you think we will carry out? If you truly are fearful of retaliation, perhaps you should take your concerns to law enforcement as that does not seem to fall under the jurisdiction of the Fargo Planning Commission.
- *Fire and Emergency Services access is of utmost importance in an emergency. Subdividing these two properties would allow for fencing the perimeter of the proposed subdivided area, which could create a direct barrier to entry for Fire and EMS personnel to access certain portions of the larger lot that may*

now be directly behind the subdivided lot. As fencing material has already been delivered to these addresses, it is clearly the intent of the owner to proceed with a new fence.

- We are not subdividing “two properties” and we had fencing material delivered to 718, not “these addresses”.
- If the current lot size of 718 is 17,556 s.f. and we are selling 10,973 s.f., then it should be obvious that the largest portion is not being retained by the current owners.
- The completion of the fence was a condition of the sale. We had no, and have no, intentions of fencing the perimeter of the subdivided portion. But even if we did, how would that affect Fire and Emergency Services to anyone living in the area?
- **See also:** Bullet Point #11 for fence/barrier material concerns.
- *Easements for utility, water, sewer and the adjacent I-94 corridor are also of concern. Each lot currently has its own easements. It is our thought that this proposed subdivision may have an impact on this access as well.*
 - The city and/or utility companies currently have access to the easement on both 714 & 718. We as private citizens have not asked for a variance to change any easements or to block any access nor do we plan to ask for a variance in the future.
- *We are concerned about potential devaluation of surrounding property values. We have invested into our home, landscaping, and property with the understanding that the plat was already laid out previously. In purchasing a home in an existing neighborhood, it is unlikely that these lots would change at this late date as compared to a new development. Could there be a direct impact on homeowners as a result of this proposal?*
- *We are concerned about the potential devaluation of our property values and those of our neighbors. We have made many improvements to our property over the years expecting that our property will continue to grow in value along with the properties of our neighbors. As a realtor, I believe the property at 718 will have a **significantly** lower property value with the **much smaller lot**. This devaluation negatively impacts our property value when we decide to refinance or sell our home.*
 - The current owners have invested heavily in both 714 & 718. You may be pleasantly surprised at the sales price of 718.
 - As a former real estate broker with 15 years of experience, I don’t believe a 10,973 s.f. lot will devalue the property – ESPECIALLY when most, if not all, of the lots in the area that are not abutting the interstate wall are less than 10,973 s.f., some of them MUCH LESS.
 - **Example:** The lot at 809 19th Ave S is 10,140 s.f. with a 2020 assessed value of \$75,500. If no changes were made to 718 19th Ave S, the lot would be 17,556 s.f. with a 2020 assessed value of \$68,000. **AS YOU CAN CLEARLY CONCLUDE, GREATER SIZE DOES NOT MEAN GREATER VALUE...**and I’m confident that the 10,973 s.f. of street frontage is more valuable than the land next to the concrete sound barrier – so while there will likely be an assessed value adjustment to the land, it likely won’t be “significant”.
 - The new buyers are purchasing the house and 10,973 s.f. lot – with the lot lines determined and pinned by a professional engineering firm. A 10,973 s.f. lot is bigger than most, if not all, of the lots on the north side of 19th Avenue, all the lots on South Drive, and all the lots on the south side of 18th Avenue. So size-wise, there will be little difference between 718 and all the houses along the avenues mentioned above.
- *We have a concern that the entity requesting this subdivision intends to put up a large structure on a portion of the newly platted property, creating an eyesore.*
- *We are concerned about the future implications of subdividing this property. The current or future property owners of large L shaped lots could build oversized structures that do not fit in with the current neighborhood. A huge outbuilding will present an eyesore for the neighbor in the downsized lot and the other neighbor that now borders the East or West end of an L shaped lot.*
 - Read the “Summary” below.
 - Perhaps a greater concern should be if someone paints their house and back yard shed bright yellow with blue trim, creating an eyesore that only a privacy fence can address.

- *Another concern is how the property special assessments will be impacted. Will the property at 714 be held responsible for more of the current specials for utility, sewer, and street lights that recently went in since it will be a much larger property? It seems to be an unfair burden for the property owner at 718 19th Avenue to be responsible for specials when a significant portion of the lot is not comparable to other neighbors.*
 - This is not something that you as a neighbor should worry about. We have confidence that the city will ensure the specials are allocated fair and equitable based on their standard practice of specials allocation.
- *A concerning precedent is being set if this is [sic] allowed, property owners who originally purchased their property expected to have just two neighbors. If this request is approved we now have the prospect of having three or even possibly four neighboring properties next to our backyards. **What is to stop someone from buying up several properties and creating a corridor between the existing homes and the interstate sound barrier?***
 - This is just silly. The City of Fargo has a 10' wide access & maintenance easement from the wall going north into our back yards. It's highly unlikely that they would approve a "corridor" easement from/for a private citizen.
- *If even one other property owner makes a similar proposal to essentially divide up their backyard, another property owner could see their back yard abutted by not two, but by four different land owners. Including the concrete highway wall at the back, a homeowner could find their backyard surrounded by five different barriers/fences of different character.*
 - Nothing currently restricts a single homeowner to just one character style of barrier/fence so this doesn't seem to be a valid concern. A single homeowner can make many different choices and can install a different fence/barrier material every foot if they wish. Most of us choose not to exercise that choice.

SUMMARY

The new buyers are purchasing the house and 10,973 s.f. lot – with the lot lines determined and pinned by a professional engineering firm. A 10,973 s.f. lot is bigger than most, if not all, of the lots on the north side of 19th Avenue, all the lots on South Drive, and all the lots on the south side of 18th Avenue.

The remainder of the (718) lot will be retained and used by us as a yard/garden and it has a garden shed and fire ring on it. That's it! We are not raising chickens/goats or any other animals, we are not growing marijuana or hemp, we are not building a QuikMart or skyscraper. It's a yard & garden for our personal use. Nothing more, nothing less. From the street and for traffic purposes, nothing will change – because it will be used by us for our own personal use.

Before, during and after the petition signature drive and letter writing campaign, only two neighbors stopped by to ask us what we were planning/what our intentions are. It appears that everyone else relied on rumors and/or innuendos created by the neighbors adjoining 718. That's unfortunate because we're often either in the yard or on the front porch and pretty approachable people.

We hope this dispels any rumors/non-truths anyone has thought or been told about our current actions or future intentions. If you have questions, feel free to stop by or email Tice2002@gmail.com

-kim and ken Anderson
714 – 19th Ave S, Fargo ND
718 – 19th Ave S, Fargo ND

Cc: Fargo Planning Commission

6/1/2020

Planning and Development

C/O Donald Kress

Planning Coordinator

225 4th St North

Fargo N.D. 58102

RE: Proposed Plat of Tice Addition for tract of land located at 714 and 718 19th Avenue South.

Dear Commissioners and Donald Kress

Our neighborhood is surrounded by Schools, Churches, Clinics for both Hospitals wonderful Parks and trails with the Red River dividing Fargo and Moorhead. Easy access to cross the wonderful bridge over the Red River. Our neighborhood is also in the Hawthorne District 11 and 21 in which is part of the original townsite of Fargo N.D.

We as neighbors want to save this beautiful Mature Neighbor with the large back yards going up to the Sound Bearer. We all have a 10ft easement in our backyard that goes up to Sound Bearer no different than anyone on this side. These large lots are very desirable to many families. We live in a family orientated neighborhood with a history within itself. We still have the original neighbors hear when this neighborhood was built. Telling us history of the old highway and that there were fields behind us oh, so much history.

I bought my home from the original owners 18 years ago believing that I would have one neighbor on each side of me not two on one side and one other. I did have an opportunity to have a nice family as a neighbor but when they asked about the land and

owners stated the property line is the fence. Well that cut the yard off a lot, so they bought the house couple doors down on the same side. My point is this the larger lots on 19th are very desirable and I ask that this re-plat dose not go through. It would be a loss to our community to lose the history of the large lots by the highway. Please do not start a president that would change this neighborhood forever. This area is highly sot at due to the placement of our neighborhood.

I as a retired businesswoman of the house at 802 19th Ave S Fargo ND, I would only see that the purpose to change plat is to make more money. By taking land from one property than add it to the other lot where I would sell for more do to adding more land.

We ask you not to allow this re-plot to go through. Our neighborhood wants the best interest for property owners and residents of this Family Orientated Neighborhood. There was a petition that just went around just little bit of the neighborhood do not want the re-plot.

All we ask for is no change, keep it the same.

Reason we are sending this now is because we do not want another rebuttal like last time. See attached letter.

Sincerely,

Chad and Roxanna Jacobson

June 1, 2020

Planning and Development

C/O Donald Kress

Planning Coordinator

225 4th Street North

Fargo, ND 58102

RE: Proposed Plat of Tice Addition for tract of land located at 714 and 718 19th Avenue South.

To Donald Kress and the Planning Commission

We are Chad and Roxanna Jacobson and we reside at 802 19th Avenue South, adjacent to and west of the property mentioned above. Our neighborhood is surrounded by schools, churches, clinics for both major hospitals in town, and some wonderful parks and trails along the Red River. We are blessed to have large lots on the south side of 19th Avenue as a result of the interstate running directly south of our neighborhood. While the noise of the interstate is a detractor, the large lots and the addition of a sound barrier have made these lots attractive to families looking for some room to spread out and not feel so confined as in some of the newer highly condensed neighborhoods being constructed today. For this reason, we feel that it would negatively affect the feel of the neighborhood and the properties along this avenue.

Many of the original homeowners still reside here and share the stories and history of this neighborhood with the new residents as they move in. Such was the case when we purchased this property in 2002 from the original owners. The neighbors were friendly and talkative and helpful by filling us in on the history of the neighborhood and making us feel at home. The home we live in was built in 1959, and as such, we thought that the neighborhood identity had been well established and would not be altered. For all of these years we have had just one neighbor directly on either side of us, and we were not expecting that to change because of the maturity of the neighborhood, but this proposed re-plat would change the feel of the property for us as well as any potential buyer for the smaller property at 718 19th Avenue South if you allow this to go through.

Some of the prospective buyers and their realtors have asked us about the fence splitting the property at 718 and were surprised to learn that the property was not being offered for sale as a complete lot, but was in fact going through the process of transferring part of the back yard to 714 19th Avenue South. This ultimately led to them passing on this property and looking elsewhere. One of these buyers bought the house and lot just a few doors to the west because of this issue. We ask that you do not start the precedent of allowing any property owner to alter the size of their existing lot for the sole benefit of increasing the size and value of their adjacent property. We have no issue with the privacy fence as the

other owners accused us of, but we do take issue with the splitting of the property. It is for this reason, and this reason alone, that we oppose the approval of the proposed re-plat.

If you are wondering why we waited so long to send this letter I will tell you. After the petition was turned in and the meeting was rescheduled for June at the Anderson's request, most of the neighbors received a letter from Kim and Ken as a rebuttal to the petition. We received this letter too, but we also received a second letter from Kim and Ken that was not sent to any other neighbors. This letter was directed at us only, and it had the effect of causing anxiety and fear in Roxanna, causing her to have several anxiety attacks. I have attached this letter for you to review if you wish.

Thank you for your consideration of this issue.

Chad and Roxanna Jacobson

May 1, 2020

Dear Chad & Roxanne,

CONGRATULATIONS on your ability to whip the neighborhood into a frenzy and create a mob mentality. However, SHAME ON BOTH OF YOU for doing it with lies and deceit. In the end, we believe in the goodness of the neighbors to realize what has been done to them (you lied to and deeply deceived them).

Did you know that last week we had someone in the neighborhood who was walking through people's yards and up their front door? The woman appeared to be experiencing some mental issues and when the police responded, they made every attempt to get the woman to understand that she can't be on other people's property without their permission. After the incident, the police told us that while she can be on the sidewalk, she can't be walking across people's lawn or onto their driveway and going up to their house if she isn't invited. *If this applies to someone mentally ill, do you think this applies to neighbors as well? If not, why not?*

We're taking an educated guess as to why you went through all the trouble of organizing the petition and the letter writing campaign: (1) You think that what WE have is community property while what YOU have is yours (after all, you do have a fenced yard!), and/or (2) you like to see what's going on in the yards at both 718 & 714 – and now you can't and you are mad as hell.

You two – ROXANNE AND CHAD JACOBSON – are the "school yard bullies" and aggressors of the neighborhood and everything we've done has been a **re-action** (defensive) to *your action*. We are trying to not only protect our investments (718 & 714) from devaluation, but also to increase their value. We did not put up a fence in retaliation, we put it up to keep you from dumping snow on our property, to keep you from willy-nilly cutting across our yards, and to create a barrier from your barking dogs and unsightly yard although in the summer your flower garden is beautiful.

Now let's talk details -

Whether it was Lornie's home or our rental, Roxanne, you felt entitled to enter/exit your property from a gate in your chain link fence that resides to the west of Lornie's/east of your property. While it may have been okay with Lornie for you to access Lornie's/our property via that gate, it's not okay with us to come onto our property without our permission, ESPECIALLY when we have guests staying.

Roxanne, you also felt it was okay to pass items to/from yourself/our renters over the fence once the hedge had grown enough to be in the way of the gate (most notably a dirty, unsanitary wading pool that you use for your dogs was given to the rental kids for use during their stay). The only effective way for us to control these situations was to put up a privacy fence because it was obvious the hedge wasn't enough.



Several other situations could only be controlled with a privacy fence as well. One of them being that each winter you would put a tarp over your dog kennel area, then the snow that accumulated on the tarp over the

course of the winter would get dumped onto Lornie's/our property at 718. In addition, your driveway is so close to the property line that you felt entitled to blow the snow from your driveway onto Lornie's/our property. Both of these actions help create a situation where water in Lornie's/our basement is more likely. You are also used to having easement access to your yard come through 718 – which has come to a screeching halt under our ownership. Finally, neither us nor our guests could be in the back yard without one or all of your many dogs relentlessly barking at us – and you do little to control their bad behavior!

Now that you brought the issue up, WE do OUR best to keep a yard free from blight and other things that we don't want to look at – and things we believe our neighbors don't want to look at either. We understand that not everyone takes that approach so if they don't, the next best thing is a privacy fence. So that's what we did!

Would you argue that these views (see below) from our line of sight are more pleasant to look at than a privacy fence? **We argue that they are not.** Roxanne, you said you wished you had a privacy fence...so now you have one along one side (at no cost to you). *So tell me again why you are so upset with our fence?*



You two need to take an honest look at what you are doing (or not doing) to your own property for how/why your property is/may be adversely affected relative to other neighborhood property values!

Truth be told, we've been worried for years that YOUR property is adversely affecting the value of ours... but the privacy fence does help in that regard. We hope the new buyers keep it in place for their own visual sanity as well as for ours.

Neither of you are welcome onto our property or into our home ever again!

-kim and ken anderson
714 – 19th Ave S, Fargo ND *and* 718 – 19th Ave S, Fargo ND

206

City of Fargo Staff Report			
Title:	Brunsdale Second Addition	Date:	2/25/2020
		Update:	6/11/2020
Location:	2851 University Drive South	Staff Contact:	Maggie Squyer
Legal Description:	Lot 9, less the West 100 feet, Block 1, Brunsdale First Addition and the North 10 feet of Lot 13, less the West 100 feet, Block 7, Marydale First Addition		
Owner(s)/Applicant:	Dr. Robert Bond /Moore Engineering	Engineer:	Moore Engineering
Entitlements Requested:	Minor Subdivision (replat of Lot 9, less the West 100 feet, Block 1, Brunsdale First Addition and the North 10 feet of Lot 13, less the West 100 feet, Block 7, Marydale First Addition)		
Status:	City Commission Public Hearing: June 15, 2020		

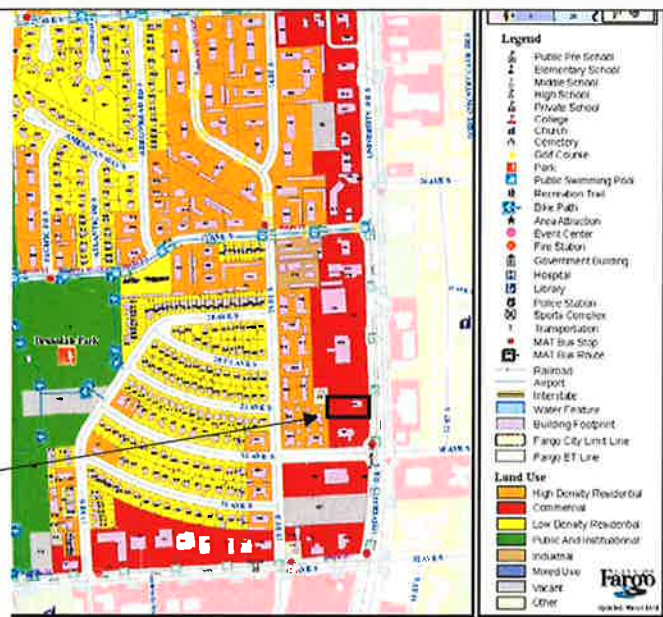
Existing	Proposed
Land Use: Medical Office	Land Use: Medical Office/ Office
Zoning: LC, Limited Commercial	Zoning: LC, Limited Commercial
Uses Allowed: Limited Commercial allows colleges, community service, day care facilities of unlimited size, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, offices, off-premise advertising signs, commercial parking, retail sales and services, self-service storage, vehicle repair, limited vehicle service, and limited telecommunications facilities.	Uses Allowed: No change
Maximum Lot Coverage Allowed: 55%	Maximum Lot Coverage Allowed: No change

Proposal:		
The applicant is seeking approval of 1) a minor subdivision entitled Brunsdale Second Addition . The proposed subdivision will replat one existing lot into two new lots. Lot 1 of the proposed plat will be accessed by a cross-access easement.		
The Conditional Use Permit for an alternative access plan to reduce off-street parking requirements was approved at the March 3 rd Planning Commission meeting and does not need to be heard by City Commission. The approved CUP permits the following parking ratio for medical office space:		
Use	Existing Parking Ratio	Approved Parking Ratio
Medical Office	1 stall per 200 square feet	1 stall per 300 square feet
The CUP allows staff to review parking needs of medical office uses on Lot 2 of the proposed Brunsdale Second Addition at a ratio of 1 stall per 300 square feet of medical office space.		
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.		
Surrounding Land Uses and Zoning Districts:		
<ul style="list-style-type: none"> • North: LC, Limited Commercial with medical office use • East: LC, Limited Commercial with office use • South: LC, Limited Commercial with commercial use • West: MR-2, Multi-Dwelling Residential with apartments 		

Area Plans:

The subject property is included in the Brunsdale Neighborhood land use map. According to the land use map, the zoning designation for the subject property is commercial.

Subject Property

**Context:**

Neighborhood: Brunsdale Neighborhood

Schools: The subject property is located within the Fargo Public School District and is served by Lincoln Elementary, Carl Ben Eielson Middle, and Fargo South High Schools.

Parks: The subject property is located within a quarter-mile of the Fargo County Club (509 26th Avenue South) and Lemke Park (1000 32nd Avenue South) which offer a golf course, outdoor skating rink, picnic tables, playground and soccer fields, among other amenities.

Pedestrian / Bicycle: The subject property is not directly connected to any pedestrian or bicycle facilities. A bike route exists to the South of the subject property on 30th Avenue South.

Staff Analysis:**Subdivision**

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

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

The subdivision is intended to plat one existing lot into two new lots. There has been no requested change in the zoning of the subject property. The proposed development is consistent with the Brunsdale Neighborhood land use map. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat were sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

(Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

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

(Criteria Satisfied)

Conditional Use Permit Approval Criteria (Section 20-0909.D)

The following is a list of criteria that must be determined satisfied in order for a Conditional Use Permit to be approved:

1. **Does the proposed conditional use comply with all applicable provisions of the LDC and will it conform to the general intent and purpose of this LDC?**

The purpose of the LDC is to implement Fargo's Comprehensive Plan in a way that will protect the general health, safety, and welfare of the citizens. Promoting infill development and exploring reductions in minimum parking standards are both key initiatives meant to promote the Plan's guiding principles. Staff finds this proposal is consistent with the purpose of the LDC, the GO2030 Comprehensive Plan, and other adopted policies of the City.

(Criteria Satisfied)

2. **Will the proposed conditional use at the specified location contribute to and promote the welfare or convenience of the public?**

Staff suggests that the proposed conditional use will contribute to and promote the welfare and convenience of the public. A reduction in the number of required off-street parking stalls at this location allows property owners to maximize the use of the subject property.

(Criteria Satisfied)

3. **Will the proposed conditional use cause substantial injury to the value of other property in the neighborhood in which it is to be located?**

Staff has no data to suggest the proposed use would cause substantial injury to the value of other property in the neighborhood. In accordance with Section 20-0901.F of the LDC, notices of the proposed use were sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the project.

(Criteria Satisfied)

4. **Is the location and size of the conditional use, the nature and intensity of the operation conducted in connection with it, and the location of the site with respect to streets giving access to it such that the conditional use will not dominate the immediate neighborhood so as to prevent the development and use of the neighboring property in accordance with the applicable zoning district regulations? In considering this criteria, location, nature, and height of buildings, structures, walls, and fences on the site are to be considered, as well as the nature and extent of proposed landscaping and buffering on the site.**

The proposed parking reduction will not dominate the immediate neighborhood or prevent any other sites from being used in the manner allowed by zoning district regulations. Based on the testimony of the long-time property owner, there are currently more than enough parking stalls available to meet the needs of staff and visitors frequenting the existing dental office. The applicant also provided a preliminary site plan for the subject property that shows how two office buildings could be constructed within the context of the site without violating criteria in the LDC.

(Criteria Satisfied)

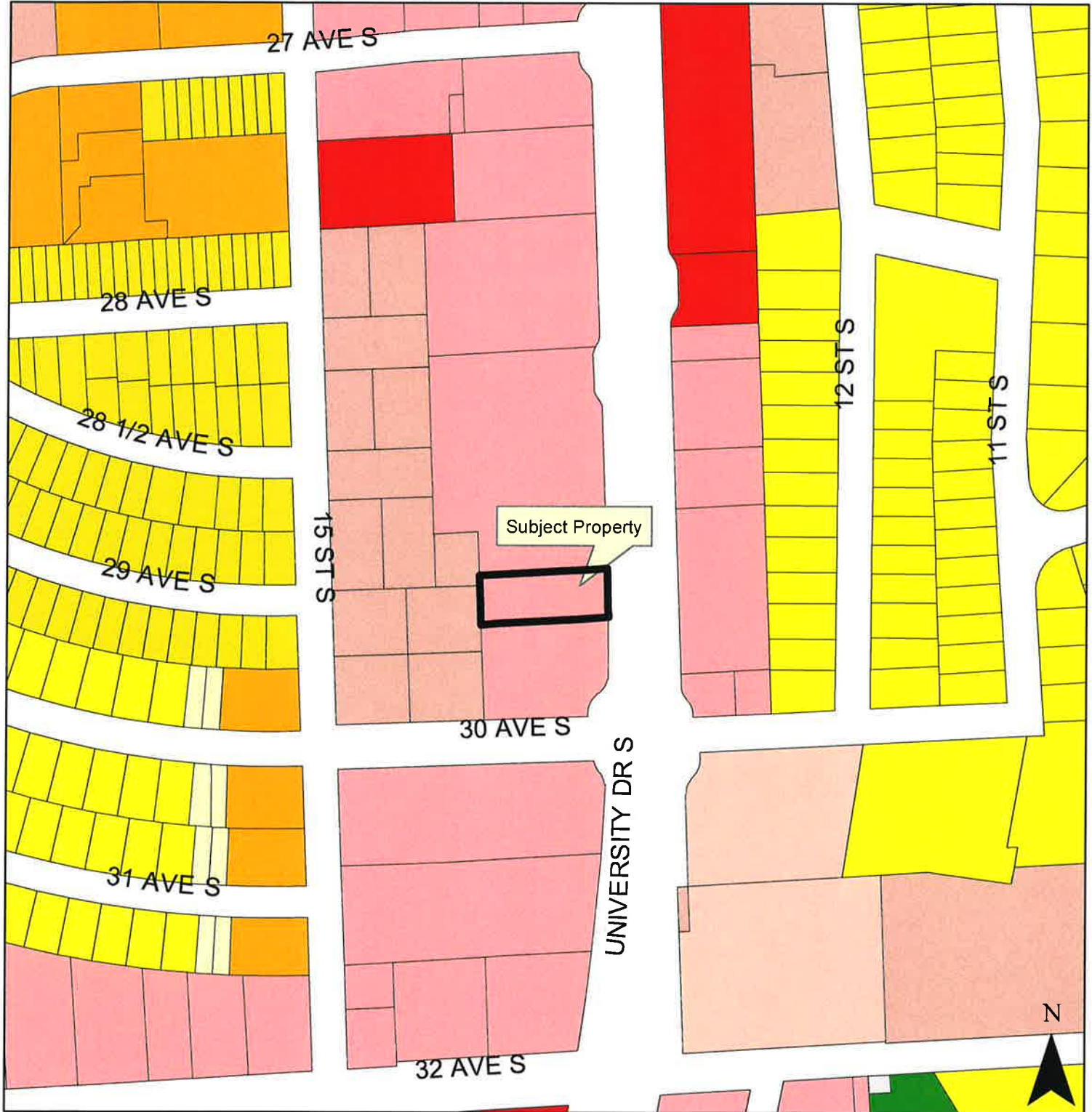
5. **Are adequate utility, drainage, and other such necessary facilities and services provided or will they be at the time of development?**

<p>The property has access to all necessary utilities and services. Staff is not aware of any deficiencies regarding drainage or utilities that would limit the ability of the applicant to utilize the property as proposed. Based on this information, staff finds that the adequate utility, drainage, and other such necessary facilities and services are in place. (Criteria Satisfied)</p> <p>6. Have adequate access roads or entrances and exit drives been provided and are they designed to prevent traffic hazards and to minimize traffic congestion in public streets? Access to the subject property comes from a frontage road rather than directly from University Drive South. The cross-access easement on the Brunsdale Second Addition plat provides adequate access to proposed lots 1 and 2. The plat and Conditional Use Permit applications were reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments; no concerns of traffic hazards or traffic congestion in public streets were identified. (Criteria Satisfied)</p> <p>Recommended Conditions:</p> <ul style="list-style-type: none"> • Medical office uses will be evaluated at a ratio of 1 parking stall per 300 square feet of building area • The Conditional Use Permit will cease if the land use changes from medical office • Expansion of any proposed or existing uses will trigger a reevaluation of off-street parking requirements on site
<p>Staff Recommendation:</p>
<p>Suggested Motion: "To accept the findings and recommendations of staff and Planning Commission and move to approve the proposed Brunsdale Second Addition subdivision as presented, as the proposal complies with the Standards of Article 20-06 and all other applicable requirements of the Land Development Code."</p>
<p>Planning Commission Recommendation: March 3, 2020</p>
<p>On March 3, 2020, by a vote of 9-0, with two Commissioners absent, the Planning Commission accepted the findings and recommendations of staff and moved to recommend approval to the City Commission for the proposed Brunsdale Second Addition subdivision as presented; and approved the Conditional Use Permit to allow an alternative access plan for a parking reduction with the following conditions:</p> <ul style="list-style-type: none"> • Medical office uses will be evaluated at a ratio of 1 parking stall per 300 square feet of building area • The Conditional Use Permit will cease if the land use changes from medical office • Expansion of any proposed or existing uses will trigger a reevaluation of off-street parking requirements on site, <p>as the proposal complied adopted Area Plan, Standards of Article 20-06, Section 20-0909.D (1-6), and all other applicable requirements of the Land Development Code.</p>
<p>Attachments:</p>
<ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Plat

Plat (Minor) & Conditional Use Permit

Brunsdale Second Addition

2851 University Dr S



Legend

AG	DMU	GC	GO	LC	MR-1	MR-2	MR-3	MHP	NC	P/I	UML	SR-2	SR-3	SR-4	SR-5	City Limits
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300 Feet

Fargo Planning Commission
March 3, 2020

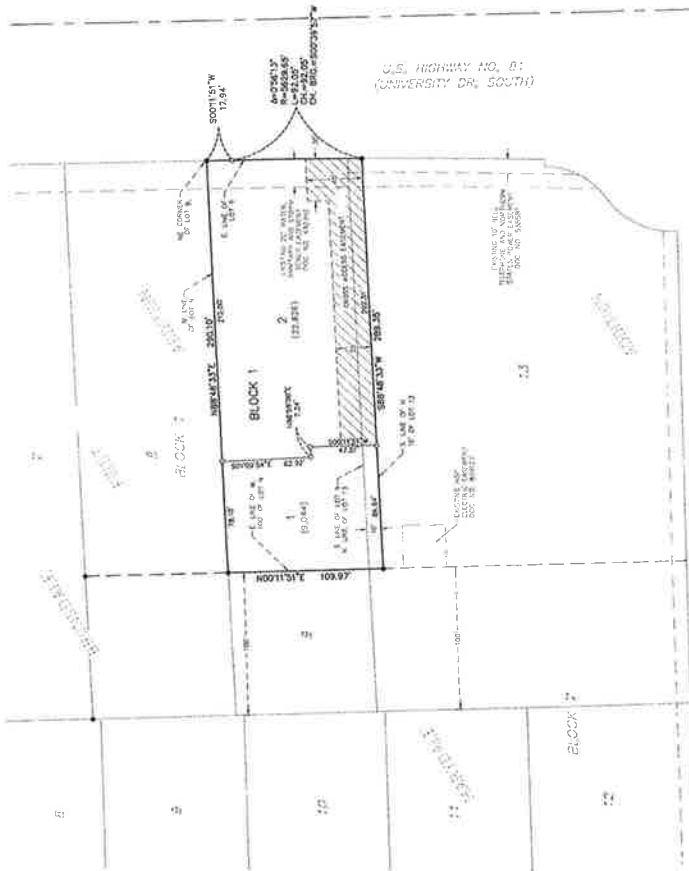
Plat (Minor) & Conditional Use Permit

Brunsdale Second Addition

2851 University Dr S



A MINOR SUBDIVISION PLAT OF
BRUNSDALE SECOND ADDITION
TO THE CITY OF FARGO, A REPLAT OF LOT 9, BLOCK 1, EXCEPT THE WEST 100.00 FEET BRUNSDALE FIRST ADDITION
AND THE NORTH 10.00 FEET OF LOT 13, BLOCK 7, LESS THE WEST 100.00 FEET MARYDALE FIRST ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA.



BASE OF RECORDS, BRUNSDALE FIRST
ADDITION, ACCORDING TO THE RECORDED
PLAT THEREOF

LEGEND
• 1/4 SECTION
• 1/2 SECTION
• 3/4 SECTION
• 1/8 SECTION
• 1/16 SECTION
• 1/32 SECTION
• 1/64 SECTION
• 1/128 SECTION
• 1/256 SECTION
• 1/512 SECTION
• 1/1024 SECTION
• 1/2048 SECTION
• 1/4096 SECTION
• 1/8192 SECTION
• 1/16384 SECTION
• 1/32768 SECTION
• 1/65536 SECTION
• 1/131072 SECTION
• 1/262144 SECTION
• 1/524288 SECTION
• 1/1048576 SECTION
• 1/2097152 SECTION
• 1/4194304 SECTION
• 1/8388608 SECTION
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21

PUBLIC WORKS/OPERATIONS

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

June 10th, 2020

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

RE: RFP for Loader Mounted Snow Blower (RFP20107)

Commissioners:

On June 8th, 2020, request for proposals were received for one (1) Loader Mounted Snow Blower. Two proposals were submitted by separate vendors. Proposals met specification and are listed below.

The results are as follows:

<u>Firm</u>	<u>Total per unit</u>
Swanston Equipment	\$179,700.00
Northern Truck Equipment	\$186,000.00

The review committee consisting of Ben Dow and Tanner Smedshammer determined that both vendors met the specifications adequate for the City of Fargo Street Department. Price was within the expected parameters. Our recommendation is to award the RFP to Swanston Equipment. Funding for this project is included in the 2020 Vehicle Replacement - Street budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one Loader Mounted Snow Blower from Swanston Equipment for the total amount of \$179,700.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Fargo/Moorhead

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance

Request for Proposals (RFP20107)
Loader Mounted Snow Blower
6/8/2020

Proposal Evaluation Summary

	Kodiak America	Swanston Equipment
MANUFACTURER	Kodiak	Larue
Model	LMSC3644	D60 365HP
Blower Price:	\$186,000.00	\$179,700.00
Delivery	180 Days	120 Days
Total	\$186,000.00	\$179,700.00

June 15, 2020

(22)

Board of City Commissioners
City Hall - 225 4th St N
Fargo, ND 58102

Dear Commissioners:

The attached Amendment to Contract No. 38191046 from the State of North Dakota extends the end date of the contract. There is no change to funding or other terms of the contract, only extension of the completion date.

The requested motion is to approve the attached Amendment to Contract No. 3819048, thereby extending the completion date of the contract. Thank you.

Sincerely,

Julie Bommelman

Julie Bommelman
City of Fargo Transit Director
701-476-6737
jbommelman@cityoffargo.com

NDDOT Contract No. 38191046A

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38191046
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St North, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on November 5, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on November 5, 2019, shall have a new completion date of June 30, 2021.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

STEVE SPRAGUE
NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

CITY OF FARGO
COMPANY NAME
DR. TIMOTHY J. MAHONEY
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE
MAYOR
TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03





23

June 10, 2020

City Commission
225 N 4th Street N
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department (MATBUS) has been in contract negotiations with Sentry Security for the past few months. Between our attorney, Nancy Morris, and Sentry Security's attorney we have finalized the security contract for the Ground Transportation Center (GTC). The attached contract has been reviewed by Nancy Morris and is ready for execution. The contract runs from 2020 to December 2024.

Recommended motion is to approve the attached contract.

Sincerely,

Matthew Peterson

Matthew G. Peterson
Assistant Transit Director
City of Fargo

/enc



CONTRACT FOR SERVICES
BETWEEN

CITY OF FARGO
and
SENTRY SECURITY, INC

This agreement is made and entered into effect on the _____ day of _____, 2020, by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota Municipal Corporation hereinafter referred to as "City" and SENTRY SECURITY, INC. a North Dakota Corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City has determined that it requires private security services ("Guard") for its Ground Transportation Center (GTC), and courier services for its various locations; and

WHEREAS, Contractor has represented that it has the necessary expertise and personnel and is qualified to perform such services.

NOW, THEREFORE, for good and valuable consideration fully acknowledge, the parties mutually understand and agreed as follows:

ARTICLE 1: SCOPE OF WORK

Contractor agrees to provide the following services in a professional and workmanlike manner, in accordance with generally accepted industry standards and practice in the security services industry.

1.1 GTC Patrols

1.1.1 Schedule

1.1.1.1 Monday to Saturday - Patrol

1.1.1.2 Schedule: 6:00 p.m. to midnight. Administrative Duties (8 hours per week).

1.1.2 Security guards will act in conformance with generally accepted industry standards and practice in the security services industry with regard to the following:

1.1.3 1.1.2.1 Sign in and sign out with the GTC dispatcher upon arrival to obtain a handheld radio and return the radio on departure.

1.1.2.2 Complete Incident Report Forms each time the security guard has contact with a passenger requiring the passenger to leave the premises.

1.1.2.3 Conduct foot patrols inside and outside of the GTC throughout the shift, including the hallway leading to the stairway, the stairway leading down to the underground parking and the elevator leading down to the underground parking area.

1.1.2.4 Use of cell phone is prohibited for personal use, unless used for emergency purposes.

1.1.2.5 Be vigilant of upset/angry passengers at the counter or on the premises and diffuse the situation.



1.1.2.6 The evening security guard will check all exterior and interior doors at the end of their shift at midnight, including all GTC offices not in use during business hours are secured (road supervisors' office, conference room, etc.).

1.1.2.7 Enforce the "No Smoking" policy throughout all GTC premises and grounds.

1.1.2.8 Familiarize himself or herself with the bus route/route maps to have a broad idea of the transit system.

1.1.2.9 Enforce the no loitering policy, including the policy that passengers not remain in the facility longer than one hour while waiting to board the next bus.

1.1.2.10 Discourage individuals from panhandling and/or harassing other customers.

1.1.2.11 Assist, and work with staff to minimize, people traversing the lot (especially the east driveway) to reach the buses; this includes people walking, biking, driving, etc.

1.1.2.12 Patrol at each bus release/departure to prevent people from attempting to board the buses after they have been released and are exiting the lot.

1.2 Currency Exchange and GTC Deposits – Guards shall transport GTC receipts/currency to City's Depository Institution.

1.2.1 Daily, (Monday through Friday), large denominational currency will be transported from the GTC to the City's Depository Institution in Fargo, to exchange the currency for smaller denominational currency. When the large denomination currency is transported to the City's Depository Institution in Fargo, Guards will then transport smaller currency/coinage back to the GTC dispatchers. Guards will use reasonable efforts to deliver the smaller denominational currency within 30 minutes of taking the larger denomination from the GTC.

1.2.2 Daily, (Monday through Friday) the Contractor will transport a locked bag of currency and coinage to the City's Depository Institution.

1.3 Courier Services from the Metro Transit Garage (MTG)

1.3.1 On Tuesday of each week, the Contractor will arrive at the Metro Transit Garage ("MTG"), within a timeframe specified by the City, to transport several sealed bags of farebox currency and coinage from the MTG to the City's depository Institution.

1.3.2 Approximately 15 minutes prior to arrival at the MTG, the security officer is required to contact the designated City staff member to allow him or her to prepare for the officer's arrival.

1.4 Courier Services for Paratransit Deposits

1.4.1 On Friday of each week, the Contractor will arrive at the MTG, within a timeframe specified by the City, to transport sealed/locked bag(s) of Paratransit revenue from the MTG to the City's depository institution.

1.5 Jefferson Safe Haven Security Services

1.5.1 During inclement weather, Jefferson Lines, a tenant of the City at the GTC, may require overnight security services from 11:00pm to 5:00am. In that event Contractor will be requested to provide those security services from 11:00 p.m. to 5:00 a.m. This request will be made through designated City personnel and Contractor will bill the additional service separately from other security services.

ARTICLE 2: PAYMENT

2.1 CITY agrees to pay CONTRACTOR the following amounts:

2.1.1 \$29.80 per hour, for services in ARTICLE 1.1



- 2.1.2 \$34.05 per hour, for services in ARTICLE 1.2
- 2.1.3 \$24.32 per hour, for services in ARTICLE 1.3
- 2.1.4 \$24.32 per hour, for services in ARTICLE 1.4
- 2.1.5 \$29.80 per hour, for services in ARTICLE 1.5

2.2 Expected total hourly breakdown for each service:

ARTICLE	Frequency	Weekly Hours	Annual Weeks	Total Hours	Rate	Annual Cost
1.1	Weekly	44	52	2,288	\$29.80	\$68,182.40
1.2	Daily	5	52	260	\$34.05	\$8,853.00
1.3	Tuesday	1	52	52	\$24.32	\$1,264.64
1.4	Friday	1	52	52	\$24.32	\$1,264.64
YEAR 1 ANNUAL TOTAL for Transit:						\$79,564.68
1.5	as needed	as needed	52		\$29.80	

2.3 CITY agrees to an annual 5% increase to each rate listed in table ARTICLE 2.2

ARTICLE 3: CONTRACT DURATION

- 3.1 The length of this contract shall be for 60 months (5 calendar years) commencing on February 1, 2020 and ending on January 31, 2025.

ARTICLE 4: INSURANCE

- 4.1 Contractor shall keep in force, during the terms of operation covered by this contract, North Dakota Worker's Compensation and Employer Liability Insurance and applicable Unemployment Insurances provided more fully below.
- 4.1.1 Contractor shall maintain North Dakota Worker's Compensation at the limits established by the State of North Dakota. All deductible payments are the responsibility of Contractor.
 - 4.1.2 Contractor shall be required to obtain and keep in force during the terms of operation covered by this contract an Employment Practices Liability Insurance (EPLI) policy in the minimum amount of One Million Dollars per person and Two Million Dollars in the aggregate. EPLI is intended to cover liability for actions of the security guards. City must be listed as an additional insured on Contractor's EPLI policy.
 - 4.1.3 Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City of Fargo shall have received written notice of such cancellation or reduction by certified mail."
- 4.2 Contractor shall keep in force General Liability Insurance of not less than \$1,000,000.
- 4.3 Contractor shall keep in force Automobile Liability Insurance of not less than \$500,000.



ARTICLE 5: TERMINATION

- 5.1.1 Except as may otherwise be allowed in sections 5.1.2 and 5.1.3, either party may terminate this contract upon thirty (30) days written notice if (a) the other party commits a material breach of the agreement and (b) fails to cure such breach within thirty (30) days after receipt of the written notice of breach.
- 5.1.2 The City reserves the right to cancel this contract for cause or convenience upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the City.
- 5.1.3 The City may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City, a significant increase in local costs, significant reduction in transit services; or, in the opinion of the City, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the City will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

ARTICLE 6: GOVERNING LAW

- 6.1.1 This Agreement will be governed by the laws of the State of North Dakota, and any action thereon shall be venued in Cass County, ND.
- 6.1.2 The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, the parties agree that this Agreement, including Attachment A – Federal Clauses, is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ARTICLE 7: INDEMNIFICATION

- 7.1.1 Sentry Security shall be liable to Customer for any damages proximately caused by Sentry Security's negligence, breach of statutory duty, or breach of this contract.

ARTICLE 8: SEVERABILITY

- 8.1.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



ARTICLE 9: FEDERAL CLAUSES

9.1.1 See Attachment A – Federal Clauses

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Sentry Security, Inc.
(CONTRACTOR)

The City of Fargo, North Dakota
(CITY)

Steven Gaber | President / CEO

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

Attest:

Steven Sprague | City Auditor



Certification Regarding Debarment, Suspension & Other Responsibility Matters

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.

CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Sentry Security, Inc.
(CONTRACTOR)



Steven Gaber | President / CEO

REPORT OF ACTION

UTILITY COMMITTEE

(24)

Project: WW1701

Type: Change Order #1-PKG Contracting
Time Extension

Location: Wastewater Treatment Facility

Date of Hearing: 6-4-2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>6-15-2020</u>
Project File	<u> </u>

Jim Hausauer, Wastewater Utility Director, presented the attached Change Order #1, from PKG Contracting, Inc. for (no cost) a substantial completion time extension for Project WW1701. If you recall, the City of Fargo completed a Wastewater Treatment Plant (WWTP) Facility Plan to review the existing facilities condition & capacity. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth and regionalization. To meet the schedule outlined in the Wastewater Service Agreement with West Fargo and Horace, portions of the expansion project needed to be completed by the end of 2019. The first phase (Phase IIA) included items necessary to bridge the existing facility capacity until the full expansion is complete in late 2022. The Wastewater Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project will be funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and programmed to be repaid with rate funds.

Change Order #1

A majority of the items have been completed for this project and are in operation. There have been no financial change orders, however there are a few items that caused some delays that were outside of the contractor's control. They are as follows:

- The new 72" reinforced concrete pipe (RCP) from the disinfection process to the river was planned to be installed summer/fall 2019. High river levels in the fall made this installation very difficult and was delayed until January 2020. The river levels were low enough at that time for the installation of the new discharge pipe.
- New effluent pumps were originally planned for installation after the effluent pipeline was in place. The contractor originally scheduled the effluent pump delivery for March 2020. However, COVID 19 caused a long term shut down of the California pump manufacturer facility and the estimated pump delivery is now the end of July.

PKG Contracting is requesting a no cost change order to extend the original completion date to reflect the weather, river and COVID 19 impacts to the schedule. PKG has installed other means for effluent pumping, so there are no monetary impacts to the City of Fargo.

MOTION:

On a motion by Ben Dow, seconded by Bruce Grubb, the Utility Committee voted to approve Change Order #1 from PKG Contracting Inc.

COMMITTEE:

Present Yes No Unanimous X

X
Proxy

Anthony Gehrig, City Commissioner
 Kent Costin, Director of Finance
 Brian Ward, Water Plant Supt.
 Mark Miller, Wastewater Plant Supt.
 Bruce Grubb, City Administrator
 Scott Liudahl, City Forester
 Terry Ludlum, Solid Waste Utility Director
 Jim Hausauer, Wastewater Utility Director
 Troy Hall, Water Utility Director
 Ben Dow, Public Works Operations Director
 Brenda Derrig, City Engineer
 Jason Halsne, Enterprise I/C Coordinator

X	X	
X	X	
X	X	
X	X	
X	X	
X	X	
X	X	
X	X	
X	X	
X	X	
X	X	

ATTEST:



Jim Hausauer

Wastewater Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

MEMORANDUM

June 4, 2020

To: Utility Committee
From: Jim Hausauer, Wastewater Utility Director *JA*
Re: Project WW1701 - Phase IIA Expansion
Change Order #1- (Time Extension) PKG Contracting Inc.

Background

The City of Fargo completed a Wastewater Treatment Plant (WWTP) Facility Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WWTP, as well as deficiencies associated with capacity, condition, and future needs and deficiencies, with a goal to adequately treat projected hydraulic and organic loading over the next 20-plus years. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20-year capacity requirements for Fargo growth and regionalization. A Preliminary Engineering Report (PER) in 2017 identified the basis of design for the facility improvements, recommended treatment technologies and opinions of probable costs.

Phase IIA Improvements

To meet the schedule outlined in the Wastewater Service Agreement with West Fargo and Horace, portions of the expansion project needed to be completed by the end of 2019. The first phase (Phase IIA) included items necessary to bridge the existing facility capacity until the full expansion is complete in late 2022. Therefore, a number of components were prioritized into Phase IIA, based on the need for immediate growth, regionalization and cost savings.

- **Phase II A (2018-2020) – Important for the West Fargo & Horace connection**
 - Centrifuge, UV Disinfection, Yard, Process & Discharge Piping, Odor Control, Digester Covers, Site Security, Trickling Filter Equipment,
 - PKG Contracting Inc. low bidder \$22,329,600 Million

The Wastewater Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project will be funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and programmed to be repaid with rate funds. As mentioned, Phase IIA is just being completed.

Change Order #1

A majority of the items have been completed for this project and are in operation. There have been no financial change orders, however there are a few items that caused some delays that were outside of the contractor's control. They are as follows:

- The new 72" reinforced concrete pipe (RCP) from the disinfection process to the river was planned to be installed summer/fall 2019. High river levels in the fall made this installation very difficult and was delayed until January 2020. The river levels were low enough at that time for the installation of the new discharge pipe.

New effluent pumps were originally planned for installation after the effluent pipeline was in place. The contractor originally scheduled the effluent pump delivery for March 2020. However, COVID 19 caused a long term shut down of the California pump manufacturer facility and the estimated pump delivery is now the end of July. (Note: The contractor installed temporary pumps and piping at no cost to the city so normal wastewater operations could continue)

PKG Contracting is requesting a no cost change order to extend the original completion date to reflect the weather, river and COVID 19 impacts to the schedule. PKG has installed other means for effluent pumping, so there are no monetary impacts to the City of Fargo.

Recommended Motion

Approve (no cost) Change Order #1 from PKG Contracting Inc. for Project WW1701 (Wastewater Treatment Plant Phase IIA Improvements) for a time extension of the substantial completion date to August 31, 2020.

May 29, 2020

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Wastewater Treatment Facility
Phase IIA Improvements
Apex Project No. 18.102.0001
Change Order #1

Dear Mr. Hausauer,

The Phase IIA Expansion Project at the Wastewater Treatment Facility is nearing completion. Main components of the project included:

- Centrifuge to increase capacity
- Building expansion to house centrifuge and ancillary equipment
- Vault H centrifuge feed pump
- Centrifuge feed forcemain
- Centrate piping and plant sewer re-route
- Thickened solids forcemain
- Disinfection expansion and conversion to ultraviolet (UV) disinfection
- UV Control Building construction
- Effluent pumping and effluent piping expansion
- New 72 inch outfall pipe from the disinfection basin to the river
- Disinfection feed piping re-route for existing and new treatment trains
- Re-route effluent forcemain to ponds for future construction
- Chlorine building equipment/chemical removal and building repurposing
- Final clarifier mechanism replacement
- Nitrification trickling filter distributor replacement
- Vac truck grit handling system
- Primary sludge pump replacement
- Secondary digester floating covers

A majority of the items above have been completed and are in operation. There have been no change orders to date for this \$22,329,600 project. However, a few items were delayed due to circumstances outside the contractor's control. The new 72-inch reinforced concrete effluent pipe from the disinfection process to the river was originally planned for installation in the summer or fall of 2019. However, high river levels prevented the installation at that time. The contractor had to wait until January of 2020 for low enough river conditions for installation of the new pipeline. New effluent pumps were originally planned for installation after the effluent pipeline was in place. The contractor originally scheduled the effluent pump delivery for March of 2020. However, COVID-19 caused a long term shut down at the pump manufacturer's California factory and the estimated pump delivery is now the end of July. The

contractor installed temporary pumps and piping at no cost to the city so normal wastewater treatment operations could continue.

PKG Contracting is requesting a no cost change order to extend the original completion date of this contract to reflect the weather, river and COVID 19 impacts to the schedule. Since PKG has installed other means for effluent pumping and there are no monetary impacts to the City of Fargo, Apex agrees with a time extension. The new substantial completion date would be August 31, 2020 with a final completion by September 15 2020. If approved, please sign the attached Change Order 1 form and return to me for processing.

Apex Engineering Group, Inc.



Karla Olson, PE
Project Manager

CC: Mark Miller – City of Fargo
Elizabeth Tokach-Duran, NDDEQ

Change Order No. 1

Date of Issuance: May 28, 2020	Effective Date: June 15, 2020
Owner: City of Fargo, ND	Owner's Contract No.: WW1701
Contractor: PKG Contracting	Contractor's Project No.: 1811
Engineer: Apex Engineering Group	Engineer's Project No.: 18.102.0001
Project: Fargo Wastewater Treatment Facility Phase IIA	Contract Name: Phase IIA Expansion

The Contract is modified as follows upon execution of this Change Order:

Description: Change in Contract Time

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>22,329,600.00</u>	Original Contract Times: Substantial Completion: <u>December 31, 2019</u> Ready for Final Payment: <u>May 1, 2020</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>22,329,600.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2019</u> Ready for Final Payment: <u>May 1, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: <u>September 15, 2020</u> days or dates
Contract Price incorporating this Change Order: \$ <u>22,329,600.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: <u>September 15, 2020</u> days or dates

RECOMMENDED:
By: 
Engineer (if required)

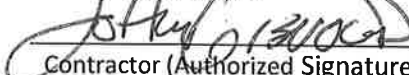
Title: Project Manager
Date: 5-28-2020

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title: Mayor
Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Title: Project Manager
Date: 5-28-20

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

REPORT OF ACTION

UTILITY COMMITTEE

(25)

Project No: N/A

Type: Outside Sewer Agreement
Rodney Ballinger

Location: 8800 25th Street South, Fargo, ND 58104

Date of Hearing: 6-4-2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>6-15-2020</u>
Project File	<u> </u>

Jim Hausauer, Wastewater Utility Director, presented attached Sewer Agreement, Memorandum Sewer Agreement, and Petition for Annexation, documents needed for a sewer connection outside City limits.

The Southeast Cass Sewer District Improvement Project No. 89-1 was completed in 1989 to provide sewer service to persons within the project boundaries. The City of Fargo entered into a sewer agreement with the SE Cass Water Resource District (WRD) to allow the district to tie into the sewage collection system of the City, and ultimate treatment at the Fargo Wastewater Treatment Facility. The City was then/is responsible for operation and maintenance of the project. The agreement provided provisions to allow for additional users/connection points provided the SE Cass WRD and City of Fargo approve.

Over the past year, Rodney Ballinger (8800 25th St S. Fargo) has shown an interest in connecting to the infrastructure that was a part of a SE Cass WRD Southside project. All costs to connect to the system will be the responsibility of Mr. Ballinger, plus he will have to pay \$5,000 to the City of Fargo Capital Repair Fund 527, as his property was not part of the original assessment district established in the late 80's. Also, you will find the minutes of the April 14th SE Cass WRD Board Meeting, approving this connection as well as a capacity statement from Rick Gunderson, Houston Engineering.

Historically the City of Fargo has required the following documents to connect to the SE Cass system and ultimately to the wastewater collection and treatment facilities that serve the City of Fargo. These documents have been prepared by the Fargo City Attorney's Office

1. Sewer Agreement
2. Memorandum Sewer Agreement
3. Petition for Annexation

MOTION

On a motion by Brenda Derrig seconded by Troy Hall, the Utility Committee voted to approve the Sewer Agreement, Memorandum Sewer Agreement, and Petition for Annexation for Rodney Ballinger 8800 25th Street South, Fargo, ND 58104.

COMMITTEE:

Present

Yes

No

Unanimous

XProxy

Anthony Gehrig, City Commissioner

Kent Costin, Director of Finance

Brian Ward, Water Plant Supt.

Mark Miller, Wastewater Plant Supt.

Bruce Grubb, City Administrator

Scott Liudahl, City Forester

Terry Ludlum, Solid Waste Utility Director

Jim Hausauer, Wastewater Utility Director

Troy Hall, Water Utility Director

Ben Dow, Public Works Operations Director

Brenda Derrig, City Engineer

Jason Halsne, Enterprise I/C Coordinator

ATTEST:



Jim Hausauer

Wastewater Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

June 15, 2020

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

**RE: Sewer Agreement Outside City Limits
8800 25th St. S, Fargo, ND 58104**

Dear Commissioners:

Attached, please find a request for a sewer contract outside the City limits for Rodney and Susan Ballinger. They have submitted the following signed documents:

1. Sewer Agreement
2. Memorandum Sewer Agreement
3. Petition for Annexation

The above referenced documents were prepared by the City Attorney's Office.

It is the recommendation of this office to approve the above referenced documents for the property at 8800 25th St S Fargo, ND 58104.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve attached Sewer Agreement, Memorandum Sewer Agreement, and Petition for Annexation for Rodney and Susan Ballinger, 8800 25th Street S, Fargo, ND 58104.

Sincerely,



Jim Hausauer
Wastewater Utility Director

Cc: Bruce Grubb, City Administrator
Bruce Taralson, Inspections Administrator
Steve Sprague, City Auditor
Brenda Derrig, City Engineer

Memorandum

June 4th, 2020

To: Utility Committee
From: Jim Hausauer, Wastewater Utility Director *gh*
Subject: Sewer Agreement Outside City Limits—(Ballinger 8800 25th Street St S. Fargo, ND 58104)
SE Cass Sewer District Improvement Project No.89-1

Background

The Southeast Cass Sewer District Improvement Project No. 89-1 was completed in 1989 to provide sewer service to persons within the project boundaries. The City of Fargo entered into a sewer agreement with the SE Cass Water Resource District (WRD) to allow the district to tie into the sewage collection system of the City, and ultimate treatment at the Fargo Wastewater Treatment Facility. The City was then/is responsible for operation and maintenance of the project.

Each property served by the project is charged Fargo's prevailing sewer rate (\$16.50) and an operation and maintenance surcharge (\$9.35), along with a capital repair fee (\$3.15) to establish a fund for large capital repairs. The agreement provided provisions to allow for additional users/connection points provided the SE Cass WRD and City of Fargo approve.

Over the past year, Rodney Ballinger (8800 25th St S. Fargo) has shown an interest in connecting to the infrastructure that was a part of a SE Cass WRD Southside project. All costs to connect to the system will be the responsibility of Mr. Ballinger, plus he will have to pay \$5,000 to the City of Fargo Capital Repair Fund 527, as his property was not part of the original assessment district established in the late 80's. Also, you will find the minutes of the April 14th SE Cass WRD Board Meeting, approving this connection as well as a capacity statement from Nick Gludt, Moore Engineering.

Historically the City of Fargo has required the following documents to connect to the SE Cass system and ultimately to the wastewater collection and treatment facilities that serve the City of Fargo. These documents have been prepared by the Fargo City Attorney's Office

1. Sewer Agreement
2. Memorandum Sewer Agreement
3. Petition for Annexation

Recommended Motion

Approve the attached Sewer Agreement, Memorandum Sewer Agreement, and Petition for Annexation for Rodney and Susan Ballinger, 8800, 25th Street S. Fargo, ND 58104.

May 26, 2020

Rod Ballinger
8800 25th Street South
Fargo, ND 58104

RE: Sewer Agreement outside City Limits

Mr. Ballinger:

Enclosed you will find documents needed for approval to hook into the SE Cass sewer main, which connects to the wastewater collection and treatment facilities that serve the City of Fargo. These documents include:

1. Sewer Agreement
2. Memorandum Sewer Agreement
3. Petition for Annexation

Please sign all documents, make desired copies, and submit back to this office. Since this property was not on the original assessment list for the SE Cass project, a \$5,000 connection fee is required, payable to: City of Fargo Capitol Repair Fund. All installations shall comply with appropriate regulations and/or ordinances with plans and "as built" installations provided to this office.

If you have any additional questions feel free to call me at 701-476-6692.

Sincerely,



Jim Hausauer
Wastewater Utility Director

Cc: Bruce Grubb, City Administrator
Mark Miller, Wastewater Plant Superintendent
Wayne Offerdahl, Wastewater Utility Supervisor
Erik Johnson, Fargo City Attorney

City of Fargo
Sewer System Connection Approval

Date: _____

Property Description: Lot: _____ Block: _____ Addition: _____

City/Subdivision: _____

Property Owner: _____
(Last) (First) (M)

Mailing Address: _____ Zip _____

Telephone: (H) _____ (W) _____ (C) _____

Licensed Plumber/Contractor: _____ (Phone) _____

Comments: _____

Do not write below this line

Date Received: _____

Approved: _____ Not Approved (Explain): _____

Type of System Required: Gravity Effluent :(Y/N) _____ Septic Tank Needed :(Y/N) _____
Grinder Pump: (Y/N) _____ Conventional Gravity: (Y/N) _____
Parcel on Assessment List: (Y/N) _____

Easement Required: Yes: _____ (see attached easement) No: _____

Tap in Fee: _____ \$200 _____ \$2,000 _____ \$4,000 _____ \$5,000
Make check payable to: City of Fargo Capitol Repair Fund

Contract Fee _____ \$250

Comments: _____

MINUTES OF VIRTUAL MEETING
SOUTHEAST CASS WATER RESOURCE DISTRICT
APRIL 14, 2020

A virtual meeting of the Southeast Cass Water Resource District was held on April 14, 2020, at 8:30 a.m.

Present were Dan Jacobson, Chairman; Keith Weston, Manager; Dave Branson, Manager; Carol Harbeke Lewis, Secretary-Treasurer; Melissa Maertens, Administrative Assistant; Sean M. Fredricks, Attorney for the Board; Chad Engels and Alexa Ducioame, Engineers for the Board; Brady Woodard, Brett Bailly, Nathan Trosen and James Guler, Moore Engineering, Inc.; Lukas Croaker, Ohnstad Twichell, P.C.; Duane Breitling, Cass County Commissioner; Donald Kress, Roger Kluck, Jody Bertrand and Jim Hausauer, City of Fargo; Bernie Dardis, City of West Fargo; and Mike Opat, Houston Engineering, Inc.

Approval of agenda

It was moved by Manager Branson, seconded by Manager Weston and unanimously carried to approve the order of the agenda, as presented.

Minutes

It was moved by Manager Weston, seconded by Manager Branson and unanimously carried to approve the minutes of the March 10, 2020, meeting.

St. Benedict Sewer Improvement District No. 89-1

Sean Fredricks stated work is ongoing on the language for the draft *St. Benedict Sewage Agreement* regarding St. Benedict Sewer Improvement District No. 89-1.

Connection to the Southside Rural Sewer Project in Wild Rice River Estates – Jim Hausauer

Jim Hausauer discussed a request from a property owner to connect to the Southside Rural Sewer Project in Wild Rice River Estates. Mr. Hausauer inquired if the Board had concerns about the property owner connecting to the project. Mr. Fredricks reviewed the 1989 Agreement with the City of Fargo regarding the Southside Rural Sewer Project.

A motion was made by Manager Branson and seconded by Manager Weston to approve the requested tap-in to the Southside Rural Sewer Project in Wild Rice River Estates, with the following conditions:

- That the property owner obtain a letter from either Moore Engineering, Inc. or Houston Engineering, Inc. confirming there is adequate capacity in the system to accommodate the connection; and
- Payment of the \$5,000 tap-in fee to the City of Fargo Capital Repair Fund.

Upon roll call vote, the motion carried unanimously.

Mr. Hausauer will coordinate everything needed regarding the matter.

Sheyenne-Maple Flood Control District #1 – North Pump Station Improvement Project No. 2018-01

Mr. Engels reported the new pumps for Sheyenne-Maple Flood Control District #1 – North Pump Station Improvement Project No. 2018-01 have been installed and there is minimal work remaining.

It was moved by Manager Weston and seconded by Manager Branson to approve and authorize the Chairman to sign *Contractor's Application for Payment No. 2* for JDP Electric, Inc. in the amount of \$13,168.68 regarding Sheyenne-Maple Flood Control District #1 North Pump Station Improvement Project No. 2018-01. Upon roll call vote, the motion carried unanimously.

Sheyenne-Maple Flood Control District #2 – Improvement Project No. 2018-01

Mr. Engels reported Sheyenne-Maple Flood Control District #2 Improvement Project No. 2018-01 has been completed.

It was moved by Manager Branson and seconded by Manager Weston to approve and authorize the Chairman to sign *Final Balancing Change Order No. 4* for R.J. Zavoral and Sons, Inc. in the amount of \$84,593.82 regarding Sheyenne-Maple Flood Control District #2 Improvement Project No. 2018-01. Upon roll call vote, the motion carried unanimously.

It was moved by Manager Weston and seconded by Manager Branson to approve and authorize the Chairman to sign *Contractor's Application for Payment No. 4 – Final* for R.J. Zavoral and Sons, Inc. in the amount of \$58,592.76 regarding Sheyenne-Maple Flood Control District #2 Improvement Project No. 2018-01. Upon roll call vote, the motion carried unanimously.

Sheyenne-Maple Flood Control District #2 – pending City of West Fargo special assessments

Brief discussion was held on pending special assessments from the City of West Fargo on property owned by the Water Resource District for Sheyenne-Maple Flood Control District #2. Bernie Dardis stated he is willing to meet with the Secretary-Treasurer regarding the matter.

Sheyenne-Maple Flood Control District #2 – drainage along levee behind Sean Seifert property

Mr. Woodard reported that Sean Seifert will contact him when conditions are suitable to inspect his property regarding drainage concerns along the Sheyenne-Maple Flood Control District #2 levee behind his property.

Drains #40 and SC-1 – scheduled 2020 reassessment

Mr. Engels stated the Water Resource District typically conducts reassessments every three years. He inquired if the Board would prefer to commence the scheduled 2020



June 10, 2020

Jim Hausauer
Wastewater Utilities Director
3400 Broadway North
Fargo, ND 58102

Subject: Rod Ballinger connection to force main serving Wild Rice River Estates

Dear Mr. Hausauer:

Houston Engineering, Inc. (HEI) was contacted by Rod Ballinger regarding connecting his residence to the 3" dia. sanitary force main serving Wild Rice River Estates. He lives at 8800 25th Street South which is also the location of the Bear Creek Winery. At his request, I checked the original design assumptions and records associated with construction. My findings are as follow:

- The SS lift station (LS 47) is located just north of CR14, has two Flygt 3069 grinder pumps each rated for producing 53 gpm of flow at a TDH of 52 feet. These pumps are housed in a 72" diameter wet well with each pump triggered by a float set to one or two feet of vertical influent rise respectively.
- Only 8 houses remain in the original development, with a conservative estimated peak flow of approximately 11 gpm ((8 units x 400 gpd x max. peaking factor of 5) / 1440 minutes per day).
- Available storage in the wet well is approximately 211 gallons per vertical foot resulting in an average of 3 pump starts per hour.
- Ballinger's current water usage per his rural water bill is roughly 27,000 gallons annually or 75 gpd.

Assuming the pumps, LS and 3" force main have not been changed significantly from the original construction and the City's replacement pump information, it is my professional opinion that there is adequate capacity to connect Mr. Ballinger's sanitary to the existing 3" dia. force main paralleling 25th street.

Please call me if you have any questions or need to review the original design documents.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "R. Gunderson", is written over a horizontal line.

Richard Gunderson, PE
RCE #4032 ND
Senior Project Manager
Direct: 701.499.2070
rgunderson@houstoneng.com



SOUTHEAST CASS WATER RESOURCE DISTRICT

DATE: 3/21/91

RURAL SEWER PROJECT - FUTURE CONNECTIONS INTO SYSTEM

TYPE OF TAP IN	COST PER HOME (TO CAPITAL REPAIR FUND)
1) Existing Parcel on Assessment List (Vacant lot assessment paid)	\$ 200
2) Tap Forcemain - with grinder pump - with lift station	\$2,000
3) Tap a Gravity Effluent Line - Owner needs septic tank	\$4,000
4) Tap a Conventional Gravity Line or an Existing grinder Pump	\$5,000

Tap in Cost Justification

- 1) \$180 was paid by all existing homeowners connected into the project to establish the \$50,000 Capital Repair Fund. This fee was not charged to vacant lot owners. The \$200 fee would cover this.
- 2) Total cost of the forcemain collection system was approximately \$750,000 dividing this by the original number of users results in an approximate cost of \$2000 per home.
- 3) Using the justification below (4). and subtracting the cost of having to purchase and install a septic tank approximately \$1,000, the cost goes to \$4,000.
- 4) The highest original assessment paid was approximately \$5,000. The thought was that no one should be able to tap the system for a lower cost than the original participants.

The costs shown are subject to change upon the approval of the Southeast Cass Water Resource District.

SEWER AGREEMENT

[Connection to Sewer Main of SE Cass Water Resource District
and for Annexation into City of Fargo]

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the **CITY OF FARGO**, a North Dakota municipal corporation, [hereinafter "First Party"], and **RODNEY D. BALLINGER and SUSAN N. BALLINGER**, husband and wife, [hereinafter "Second Party"], whose address is **8800 25th Street South Fargo, North Dakota 58104**;

WITNESSETH:

WHEREAS, Second Party is the owner of the following described tract of land located in Cass County, North Dakota, to-wit:

The North One-half of the Northwest Quarter (N ½ NW ¼) except the East 66 feet thereof, but including the North 33 feet of the East 66 feet thereof, of Section Twenty-four (24) in Township One Hundred Thirty-eight (138) North of Range Forty-nine (49) West of the Fifth Principal Meridian Cass County, North Dakota.

EXCEPT A tract of land situated in the North-west Quarter (NW ¼) of Section Twenty-four (24) in Township One Hundred Thirty-eight (138) North of Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, specifically described as follows:

Commencing at the Northwest corner of said NW ¼ of section 24 in Township 138 of Range 49, and said point being the true point of beginning of the tract hereinafter described; thence East and along the North line of said NW ¼ for a distance of 500.00 feet; thence South and parallel to the West line of said NW ¼ for a distance of 500.00 feet; thence West to the West line of said NW ¼ for a distance of 500.00 feet; thence North along the West line of the NW ¼ for a distance of 500.00 feet to the point of beginning. Said above described excepted tract contains 5.74 acres, more or less, in the County of Cass and State of North Dakota.

WHEREAS, Second Party desires sewer services for a building or buildings situated on or to be constructed on the above-described premises; and,

WHEREAS, there exists a sewer main nearby the above-described premises that was constructed, installed by, and owned by Southeast Cass Water Resource District, a North Dakota political subdivision (said sewer main to be referred to herein as the "SE Cass Sewer Main") which sewer main connects to the sewage collection and treatment system of the City of Fargo and, therefore, which provides for the treatment of such sewage by the City of Fargo's sewage treatment facility; and,

WHEREAS, Southeast Cass Water Resource District has entered into an agreement with the City of Fargo dated August 17, 1989 (hereinafter the "SE Cass/Fargo Agreement"), the terms of which provide that sewer hookups onto the SE Cass Sewer Main shall be allowed under certain conditions as set forth in said agreement, including the payment by the property owner of a hookup fee and the entering into a sewer agreement between the property owner and the City of Fargo; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED by and between the parties hereto, as follows:

1. Second Party, under the direction and control of the City Engineer, and in accordance with standard city specifications, at Second Party's sole expense, will build and construct a properly sized sewer service from First Party's existing mains. It is specifically understood and agreed that the lines installed are in accordance with standard city specifications. In the event and at such time as the City may elect to serve the property utilizing sewer mains and services conforming to City specifications, the service may be utilized.

2. First Party will, on completion of the construction of said sewer service, pay for sewer services at the rates as follows: (1) \$16.50 per month, together with an additional surcharge of \$9.35 per month, and a capital repair fee of \$3.15, of which charges may be adjusted from time to time in accordance with the SE Cass/Fargo Agreement.

3. Second Party agrees to pay the City of Fargo Capital Repair Fund a connection fee of \$5,000.

4. The parties expressly understand and agree that Second Party and Southeast Cass Water Resource District have entered into the SE Cass/Fargo Agreement and to the extent said agreement calls for an adjustment of terms, rates or charges, Second Party agrees to the terms thereof and agrees to accept the establishment of any such adjustment.

5. It is understood by the parties that nothing in this agreement shall be construed to relieve the property above described from assessments to be made against it at any later date and after annexation for its fair share of the cost of construction of any additional water and sewer mains which may benefit the property herein described.

6. It is understood that, should Second Party at any time fail to pay when due any of the charges referred to in paragraph 2 herein, First Party may enforce the payment of such charges by shutting off the supply of sewer service to the property concerned or by such other means as are or may be prescribed by laws of the State of North Dakota or ordinances of the City of Fargo. It is understood and agreed that First Party's responsibility for supplying sewer services is limited to the capacity of the City's utilities so long as the premises are not within the corporate limits of the City of Fargo. It is also understood and agreed that under no circumstances shall First Party be liable for any damages or expenses for any failure of such service to Second Party.

7. In consideration of the above and foregoing, Second Party agrees to submit a petition to First Party for annexation of Second Party's property as described herein and further agrees that it will not resist or protest annexation and will cooperate in bringing about said annexation whether by petition or by resolution, and will do no act or thing to interfere with or prevent the prompt completion of any such annexation proceeding. Furthermore, Second Party agrees to refrain from any act that would cause the Subject Property to be annexed into any other city or municipality other than First Party. The form of such petition for annexation shall be as set forth in Exhibit A, hereto, or in a form substantially similar thereto. The Second Party agrees to sign such annexation petition simultaneously with the execution of this agreement; provided, however, that such signed petition may be retained and held by the City Auditor or other representative of the City until such time as the board of city commissioners of the city of Fargo chooses to act upon such petition. Second Party also waives any right Second Party, or their executors, administrators, successors or assigns, may now or hereafter have to disconnect Second Party's property from the City of Fargo after they have once been annexed.

8. In the event it is determined by First Party that there has been a violation of any of the provisions of this agreement by Second Party, then and in that event, First Party shall have the right and authority to discontinue all sewer service to Second Party without any liability whatsoever. It is understood and agreed that First Party has the sole and exclusive right to determine whether there has been any violation of this contract.

9. If this or a similar type of sewer service agreement is held by the courts to be illegal, neither the City nor the members of the Fargo Board of City Commissioners shall be held liable in any way to Second Party, their executors, heirs, personal representatives, administrators, or assigns, and First Party shall have the unquestionable right to discontinue said sewer services to Second Party without any liability whatsoever so long as the premises are not within the corporate limits of the City of Fargo.

10. It is understood and agreed that but one sewer service connection is authorized by this agreement and any substantially increased use or additional connections will require the written approval of First Party.

11. It is understood and agreed that any buildings or facilities constructed on the above-described premises shall comply with all requirements of the ordinances of the City of Fargo relating to buildings, including but not limited to the Plumbing Code, the Electrical Code, the Fire Prevention Code, the Building Code and the Housing Code, together with any and all other City codes and ordinances relative to the construction of buildings. It is further understood and agreed that Second Party will secure a building permit from the City of Fargo prior to commencement of any construction on the above-described premises, and that such permit shall be in addition to any permits required by any other governmental subdivision. Second Party agrees that First Party may, at any reasonable time, enter the above-described premises for the purposes of inspection and code enforcement.

12. City of Fargo shall be entitled to terminate service for the following reasons:

- a. Non-payment of sewer charges established by this agreement, when such payment has not been made within sixty (60) days of its due date.
- b. If there is any connection of roof down spouts, foundation drains, area drains, or other sources of surface runoff for ground water to the sewer system except as may be permitted under a seasonal waiver exemption allowing a property owner to temporarily discharge directly into the sanitary sewer system which waiver is currently limited to the date of October 1 through March 31, as provided by Fargo Municipal Ordinance §17-0402(F), but which waiver may be terminated or amended from time to time.
- c. Second Party violates the provisions of Sections 17-0403 of the Fargo Municipal Code, or any amendments thereto, dealing with prohibited waste in the sewer system or that user improperly discharges into the system toxic or industrial waste or intentionally damages any part of the project.
- d. If, during a time of flood, the Fargo City Engineer determines that the flooding may injure or be detrimental to the SE Cass Sewer Main, or the sewage disposal system of the City of Fargo.

13. Except when a state of emergency has been declared by the Mayor of the City of Fargo, City of Fargo shall not terminate service on the sewer system without first providing written notice and a two-week opportunity to cure to the Second Party. In the event of an alleged violation, the City of Fargo shall deliver written notice to the Second Party. If the violation is not cured within said two-week period, then, in that event, the City of Fargo may terminate service. The costs incurred by the First Party in terminating the sewer service, as well as the reconnecting the service, must be paid by the Second Party before reconnection to the system; provided, however, that if service is terminated pursuant to subparagraph d. of the preceding paragraph (flood event), the Second Party will not be required to pay any expenses prior to being reconnected to the system; provided further, however, that any such cost incurred as a result of a flood threat may be treated as a maintenance item of the Southeast Cass Water Resource District and may be spread among all users within the District as a special assessment, in accordance with North Dakota law.

14. The City of Fargo may interrupt service to Second Party in the event of an emergency declared by the mayor of the City of Fargo such as during a flood event or major rainfall event that requires one or more lift stations to be shut down temporarily; provided, however, that the City of Fargo will provide to the Second Party as much notice of such event as possible under the circumstances.

15. It is understood and agreed that First Party may, at its option, provide garbage service to Second Party at anytime during the existence of this contract; and in the event First Party should so desire to provide garbage service to Second Party, Second Party agrees to accept and pay for said garbage service at the then prevailing rate charged similar businesses or establishments within the city limits of the City of Fargo.

16. All of the above and foregoing provisions shall be deemed to be covenants running with the land and shall be binding on the heirs, executors, administrators, assigns and successors in interest of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Sewer Agreement the day and year first written above.

CITY OF FARGO, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

OWNER:

Rodney D. Ballinger

Susan N. Ballinger

EXHIBIT A

PETITION FOR ANNEXATION

RODNEY D. BALLENGER and **SUSAN N. BALLINGER**, husband and wife, as owners of the property described below, DO HEREBY PETITION THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, in accordance with North Dakota Century Code Section 40-51.2-03, for annexation to said City of Fargo immediately or at such future time as the said City of Fargo may desire. The following is a description of the property to be annexed:

The North One-half of the Northwest Quarter (N ½ NW ¼) except the East 66 feet thereof, but including the North 33 feet of the East 66 feet thereof, of Section Twenty-four (24) in Township One Hundred Thirty-eight (138) North of Range Forty-nine (49) West of the Fifth Principal Meridian Cass County, North Dakota.

EXCEPT A tract of land situated in the North-west Quarter (NW ¼) of Section Twenty-four (24) in Township One Hundred Thirty-eight (138) North of Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, specifically described as follows:

Commencing at the Northwest corner of said NW ¼ of section 24 in Township 138 of Range 49, and said point being the true point of beginning of the tract hereinafter described; thence East and along the North line of said NW ¼ for a distance of 500.00 feet; thence South and parallel to the West line of said NW ¼ for a distance of 500.00 feet; thence West to the West line of said NW ¼ for a distance of 500.00 feet; thence North along the West line of the NW ¼ for a distance of 500.00 feet to the point of beginning. Said above described excepted tract contains 5.74 acres, more or less, in the County of Cass and State of North Dakota.

The undersigned hereby states that this Petition is submitted in accordance with the terms of a contract for sewer service between the City of Fargo and the Petitioner herein for the provision of such services by said City of Fargo. In consideration thereof, the undersigned Petitioner DOES HEREBY WAIVE any right to protest annexation from and after the date hereof AND SPECIFICALLY REQUESTS that the land described above be annexed to the corporate limits of the City of Fargo, Cass County, North Dakota, on this date, or on such future date as the said City of Fargo may require.

PETITIONER FURTHER AGREES that this Petition shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Petitioner insofar as the above-described property is concerned.

[Signatures on following page.]

Dated this _____ day of _____, 2020.

PETITIONER/OWNER

RODNEY D. BALLINGER

SUSAN N. BALLINGER

EXHIBIT B

MEMORANDUM OF SEWER AGREEMENT

[Connection to Sewer Main of SE Cass Water Resource District
and for Annexation into City of Fargo]

WHEREAS, the parties have entered into a Sewer Agreement concerning a tract of land lying in Cass County, North Dakota, said tract being more particularly described as follows:

The North One-half of the Northwest Quarter (N ½ NW ¼) except the East 66 feet thereof, but including the North 33 feet of the East 66 feet thereof, of Section Twenty-four (24) in Township One Hundred Thirty-eight (138) North of Range Forty-nine (49) West of the Fifth Principal Meridian Cass County, North Dakota.

EXCEPT A tract of land situated in the North-west Quarter (NW ¼) of Section Twenty-four (24) in Township One Hundred Thirty-eight (138) North of Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, specifically described as follows:

Commencing at the Northwest corner of said NW ¼ of section 24 in Township 138 of Range 49, and said point being the true point of beginning of the tract hereinafter described; thence East and along the North line of said NW ¼ for a distance of 500.00 feet; thence South and parallel to the West line of said NW ¼ for a distance of 500.00 feet; thence West to the West line of said NW ¼ for a distance of 500.00 feet; thence North along the West line of the NW ¼ for a distance of 500.00 feet to the point of beginning. Said above described excepted tract contains 5.74 acres, more or less, in the County of Cass and State of North Dakota.

WHEREAS, as a part of said Sewer Agreement, Second Party submitted a petition for annexation, said petition intended to be filed at the office of the Register of Deeds, Cass County, North Dakota, and

WHEREAS, said agreement further contains the following provisions, among others:

"7. In consideration of the above and foregoing, Second Party agrees to submit a petition to First Party for annexation of Second Party's property as described herein and further agrees that it will not resist or protest annexation and will cooperate in bringing about said annexation whether by petition or by resolution, and will do no act or thing to interfere with or prevent the prompt completion of any such annexation proceeding. Furthermore, Second Party agrees to refrain from any act that would cause the Subject Property to be annexed into any other city or municipality other than First Party. The Second Party agrees to sign such annexation petition simultaneously with the execution of this

agreement; provided, however, that such signed petition may be retained and held by the City Auditor or other representative of the City until such time as the board of city commissioners of the city of Fargo chooses to act upon such petition. Second Party also waives any right Second Party, or their executors, administrators, successors or assigns, may now or hereafter have to disconnect Second Party's property from the City of Fargo after they have once been annexed."

This Memorandum Sewer Agreement incorporates all the other terms and provisions of the Sewer Agreement between the parties dated _____, a copy of said agreement being on file at the office of the City Auditor, Fargo City Hall, 225 4th Street North, Fargo, North Dakota 58102.

As provided in said Sewer Agreement, all provisions of said agreement shall be deemed to be covenants running with the land and shall be binding upon the heirs, executors, administrators, assigns, designees and successors in interest of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum Sewer Agreement the day and year first above written.

CITY OF FARGO, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, the municipal corporation described in and that executed the within and foregoing agreement, and acknowledged to me that said corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My Commission Expires: _____

OWNER

Rodney D. Ballinger

Susan N. Ballinger

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 RODNEY D. BALLINGER and SUSAN N. BALLINGER, husband and wife, to me known to be the persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My Commission Expires: _____

Legal description obtained from previously recorded instrument.

This instrument drafted by:

Alissa R. Farol
Assistant City Attorney-Fargo
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
afarol@lawfargo.com

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(27)

Improvement District No. BN-21-A1

Type: Private Utility Relocation

Location: 64th Ave S from 33rd St – 38th St

Date of Hearing: 6/8/2020

Routing	Date
City Commission	6/15/2020
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed a communication from Project Engineer, Jason Leonard, regarding a Cass County Electric utility relocation. Improvement District No. BN-21-A1 is for the new construction of urban roadway with an overpass at Interstate 29. This described work will require the relocation of private utilities contained in the existing utility easement along the corridor. The total cost for utility relocations is \$221,804.00.

The following cost estimates from Cass County Electric Cooperative:

- Cass County Electric - \$221,804.00
 - Covers cost to relocate an existing overhead line to requested route as shown in the attachment (\$206,230).
 - Covers cost to relocate an underground line for the NDDOT DMS sign that will be impacted by the I-29 overpass (\$15,574)

Staff is seeking approval to pay Cass County Electric \$221,804.00 for utility relocation.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to approve the estimated payment of \$221,804.00 to Cass County Electric for the relocation of utilities.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the estimated payment of \$221,804.00 to Cass County Electric based on provided preliminary estimate for the relocation of the above-mentioned utilities.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed. Funds, Sales Tax & Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

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

Mark Williams

ATTEST:

C: Kristi Olson



Brenda E. Derrig, PE
 City Engineer

**ITEM 3****Engineering Department**225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.govwww.FargoND.gov

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: June 4, 2020
Re: Improvement District No. BN-21-A1 – Private Utility Relocation

Background:

Improvement District No. BN-21-A1 is for new construction of paving and incidentals on 64th Avenue South from 33rd Street South to 38th Street South. As part of this project, we will upgrade 64th Avenue South (33rd Street South to 38th Street South) from a section line minimum maintenance gravel roadway section to a 3-lane urban concrete street section with an overpass at Interstate 29. This described work will require the relocation of Cass County Electric Cooperative's (CCEC) private utility line contained in the existing utility easement along the corridor.

We asked CCEC to evaluate two different options. Option 1 was to bury the entire line and Option 2 was to relocate with overhead poles and remain overhead. CCEC stated that they would like to bury the entire line to reduce vehicular safety issues at their cost of the additional \$38,690.

The following cost estimate from Cass County Electric Cooperative:

- Cass County Electric - **\$221,804**
 - Covers cost to relocate an existing overhead line to requested route as shown in the attachment. (\$206,230)
 - Covers cost to relocate an underground line for the NDDOT DMS sign that will be impacted by the I-29 overpass. (\$15,574)

Attached for your review is KLJ's CCEC relocation reimbursement recommendation, the existing CCEC right of way easement, the relocation map and correspondence emails. If the associated cost estimate is approved to relocate the utility poles in conflict, an agreement between the City of Fargo and CCEC will be created to move forward with the relocation of the utilities.

Recommended Motion:

Approve estimated payment of \$221,804 to Cass County Electric based on provided preliminary estimates for the relocation of above-mentioned utility.

JTL/jmg
Attachments

C: Scott Middaugh



3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

April 8, 2020

Jason Leonard
City of Fargo
225 4th Street North
Fargo, ND 58104

Re: SU-8-984(153)156 – Cass County Electric Relocation Reimbursement

Dear Mr. Leonard:

KLJ is working on the final plans for the construction of 64th Ave from 33rd Street to 38th Street including an overpass of I-29. Cass County Electric (CCE) has an overhead power line running along the west frontage road of I-29. The construction of the 64th Avenue overpass will be in conflict with this line. Cass County Electric has provided KLJ with easements for the SE ¼ of Section 3, Township 138, Range 49 as well as the NE ¼ of Section 10, Township 138, Range 49. I have attached these easements for your information.

Because of the potential for an interchange to be constructed in the future, KLJ requested that CCE estimate costs to relocate their facilities outside of the property that the City of Fargo is pursuing to purchase. This will ensure that future conflicts resulting from a potential interchange are avoided. CCE has submitted the following costs for this relocation:

- \$244,920 – Relocate the existing overhead line to requested route and bury the lines
- \$206,230 – Relocate the existing overhead line to requested route and remain overhead

Since the existing lines are currently overhead, KLJ recommends that the City of Fargo only reimburse CCE to relocate their facilities in kind. This would equate to an eligible reimbursement amount of **\$206,230**.

The project will also impact an existing DMS sign located on the 64th Avenue section line within I-29 right-of-way. This sign is owned and operated by NDDOT. NDDOT has stated that the costs for relocating the DMS sign will be incurred by the project. The new location for the DMS sign will be approximately one-half mile south of its current location. KLJ has requested that CCE prepare an estimate to provide power to the new DMS sign location. CCE submitted a cost of **\$15,574** for this work.



To summarize, KLJ is recommending that the City of Fargo approve a cost of **\$221,804** for CCE to relocate their facilities that will conflict with the referenced project. There are \$9,932,907 of federal dollars allocated toward this project.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Scott Middaugh', written over a horizontal line.

Scott Middaugh
Project Manager

Enclosure(s): CCE Easements, KLJ Relocation Route, CCE Estimate Communication

Project #: 14415104

cc: none

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that F. W. Schumacher, widower (hereinafter called the "grantor"), and Loose, wife-husband of the grantor, of the County of Cass, State of North Dakota, (the grantor and his wife or her husband, as the case may be, hereinafter collectively called the "grantors") for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Cass County Electric Cooperative, Inc., a corporation, and to its successors or assigns, the right to enter upon the lands of the grantors situated in the County of Cass, State of North Dakota, and described as follows:

Southeast quarter (SE 1/4) Section three (3)
Township One Hundred thirty eight (138)
Range forty nine (49)

and to place, construct, operate, repair, maintain, relocate and replace thereon and in and upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, including the right to cut or trim trees to the extent necessary to keep them clear of said electric line or system.

The grantors covenant that the above described lands are free and clear of incumbrances and liens of whatsoever character other than taxes and assessments; except

And Loose, the wife or husband of the grantor, hereby relinquishes and releases any right or interest she or he may have inconsistent with the right-of-way easement herein granted, including the right of homestead in the above described lands.

IN WITNESS WHEREOF, the grantors have hereunto set their hands this 11 day of August, 1937.

Witnesses:

E. J. Morton

Fred W. Schmidt

State of North Dakota }
 County of Cass } SS

On this 11 day of August, in the year nineteen hundred and thirty seven, before me personally appeared Fred W. Schumacher, widower, known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

My commission expires

1943
A000656

E. J. Morton
 Notary Public, Cass County,
 North Dakota.
 My Commission expires JUNE 30, 1943.

1037-5th St. North
Tel. 1433

RIGHT-OF-WAY EASEMENT

169

KNOW ALL MEN BY THESE PRESENTS, that

Adam Orvedal, a widower, (hereinafter called the "grantor"),
and _____, wife-husband of the grantor, of the County
of Cass, State of North Dakota, (the grantor and his wife or her husband, as the
case may be, hereinafter collectively called the "grantors") for a good and valuable consideration, the
receipt whereof is hereby acknowledged, do hereby grant unto Cass County Electric Cooperative, Inc.,
a corporation, and to its successors or assigns, the right to enter upon the lands of the grantors situa-
ted in the County of Cass, State of North Dakota, and described as follows;

Northeast Quarter of Section Ten (NE¹ of 10),
Township One Hundred Thirty-eight (138) Range
Forty-nine (49)

and to place, construct, operate, repair, maintain, relocate and replace thereon and in and upon all
streets, roads or highways abutting said lands, an electric transmission or distribution line or sys-
tem, including the right to cut or trim trees to the extent necessary to keep them clear of said electric
line or system.

The grantors covenant that the above described lands are free and clear of incumbrances and
liens of whatsoever character other than taxes and assessments; except

And _____, the wife or husband of the
grantor, hereby relinquishes and releases any right or interest she or he may have inconsistent with
the right-of-way easement herein granted, including the right of homestead in the above described lands.

IN WITNESS WHEREOF, the grantors have hereunto set their hands this _____ day
of August, 1937.

Witnesses:

Adam Orvedal

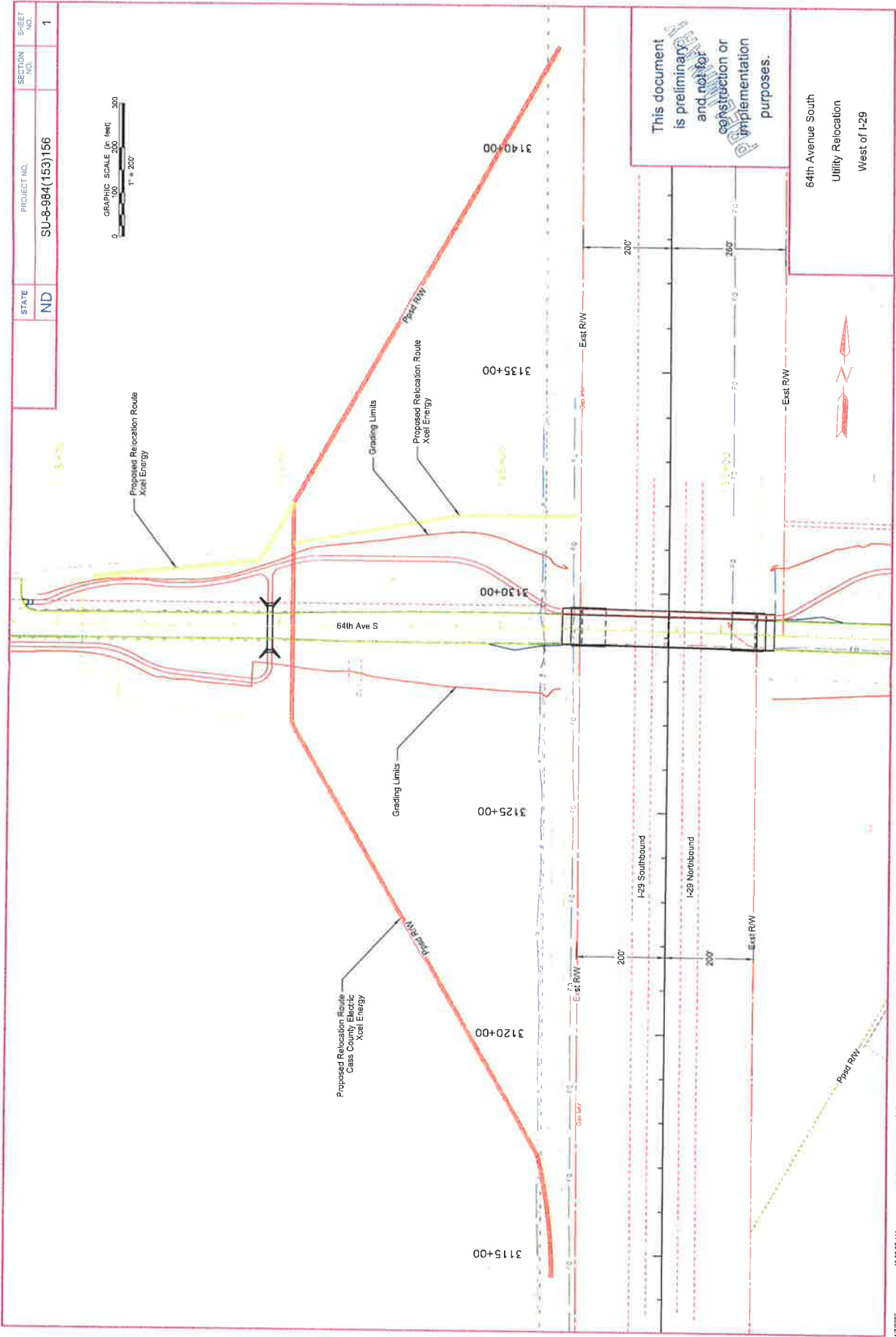
State of North Dakota }
County of Cass } SS

On this _____ day of August, in the year nineteen hundred and
thirty seven, before me personally appeared Adam Orvedal, a widower,
_____, known to me to be the
persons who are described in and who executed the within and foregoing instrument and acknowleg-
ed to me that they executed the same.

My commission expires Oct 27 1937

Edmund Smith
Notary Public Cass County,
North Dakota.

DOUBLE A000664



Sean Kelly

From: Phil Windjue <pwindjue@kwh.com>
Sent: Tuesday, February 25, 2020 1:01 PM
To: Sean Kelly
Subject: RE: 64th Costs

Sean,

The cost estimate for relocating the overhead is \$206,230, a little cheaper than underground. Let me know when you want to meet on this.

Thank you

Phil

Phil Windjue | Cass County Electric Cooperative | Design & Construction Supervisor
4100 32nd Ave S, Fargo, ND 58104 | 701-356-4481 (O) | 701-367-6550 (C) | pwindjue@kwh.com



From: Sean Kelly <Sean.Kelly@kljeng.com>
Sent: Monday, February 24, 2020 2:27 PM
To: Phil Windjue <pwindjue@kwh.com>
Subject: RE: 64th Costs

Phil,

Sounds good. Let me know when you get a cost estimate to keep the line overhead around the interchange R/W. Once we get that estimate we will set up a meeting with us, the city, and you guys to discuss further.

Thanks!

Sean Kelly EI
KLJ - Fargo
701-271-5037

From: Phil Windjue <pwindjue@kwh.com>
Sent: Monday, February 24, 2020 2:19 PM
To: Sean Kelly <Sean.Kelly@kljeng.com>
Subject: RE: 64th Costs

There shouldn't be any, but just in case.

Sean Kelly

From: Phil Windjue <pwindjue@kwh.com>
Sent: Tuesday, November 19, 2019 10:42 AM
To: Sean Kelly
Subject: RE: Attached Image - FargoEast Engineering

Sean,

I have the estimates back for these projects, broken into four separate jobs.

#1 Bury the three phase line along the west side of the interstate. \$244,292.00

#2 Relocate the DOT sign. \$15,574.00

#3 Relocate the cable to the north at the Samuel Property \$8,760.00

#4 Bury 2 spans of overhead that crosses 64th ave. \$8,533.00

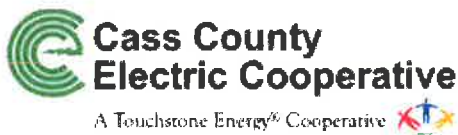
This doesn't include any landscaping work that might be necessary.

Let me know if you need anything else or would like to meet to go over these.

Thank you

Phil

Phil Windjue | Cass County Electric Cooperative | Design & Construction Supervisor
4100 32nd Ave S, Fargo, ND 58104 | 701-356-4481 (O) | 701-367-6550 (C) | pwindjue@kwh.com



From: Sean Kelly <Sean.Kelly@kljeng.com>
Sent: Friday, November 8, 2019 3:57 PM
To: Phil Windjue <pwindjue@kwh.com>
Subject: RE: Attached Image - FargoEast Engineering

Phil,

Just checked it in CAD and it matches up. We have all your easements for this project.

Thanks! Have a great weekend!

Sean Kelly EI
KLJ - Fargo
701-271-5037

From: Phil Windjue <pwindjue@kwh.com>
Sent: Friday, November 08, 2019 3:05 PM

REPORT OF ACTION

(28)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-20-E1

Type: Change Order #1 & Time Extension

Location: 17th St S, 21st Ave – 25th Ave
25th Ave S, 18th St - 14th St

Date of Hearing: 6/8/2020

RoutingCity Commission
PWPEC File
Project FileDate

6/15/2020

X

Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Change Order #1 in the amount of \$16,287.13, for additional work, along with the associated time extension to the Interim Phase Dates.

Staff is recommending approval of Change Order #1 and the time extension to the Interim Phase Dates as shown below:

Original Completion Dates:	Revised This Memo:
Interim Phase 1-14 Days (May 25, 2020)	Interim Phase 1-17 Days (May 28, 2020)

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #1 & time extension as described above to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #1 in the amount of \$16,287.13, bringing the total contract amount to \$1,770,888.48, and the time extension to the Interim Phase Dates.

PROJECT FINANCING INFORMATION:

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

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

Yes No

N/A

N/A

N/A

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

**ITEM A2****Engineering Department**225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: May 26, 2020
Re: Improvement District No. BR-20-E1 – Change Order #1 & Time Extension

Background:

Improvement District BR-20-E1 on 17th Street South from 21st Avenue to 25th Avenue and on 25th Avenue South from 18th Street to the east side of 14th Street.

Northern Improvement is the prime contractor on this project.

The attached Change Order in the amount of \$16,287.13 (0.93% of the original contract), which increases the total contract amount to \$1,770,888.48, is for additional work as shown on Change Order #1.

Northern Improvement is requesting a 3-day time extension on the interim completion date for Phase 1 (25th Avenue South from 17th Street to 16th Street).

The Special Instructions to Bidders called for the Contractor to not be able to start on 17th Street South until May 29th (until school was out). Since school is no longer in session, we are allowing the Contractor to close down 17th Street South starting on May 26th.

Northern Improvement's time extension request is due to the extra work that was performed, a time delay for dealing with gas main issues, and existing gate valve issues. See Change Order #1 for the description of the extra work that was performed and the time delays.

Recommended Motion:

Approve Change Order #1 and the time extensions, for Improvement District BR-20-E1, as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Interim Phase 1-14 Days (May 25 th , 2020)	—	Interim Phase 1 - 17 days (May 28 th , 2020)
Substantial – September 19, 2020	--	--
Final-October 23, 2020	—	--

Improvement District No	BR-20-E1	Change Order No	1
Project Name	Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals		
Date Entered	5/26/2020	For	Northern Improvement Co

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

EXPLANATION OF CHANGE:

This change order is for additional work as follows:

- 1.) Extra - Water Main Repair(\$16,287.13): The existing water main, at the intersection of 25th Avenue South/Columbus Circle, broke while the water main was being turned on. The water main break occurred 10' north of the water main lowering that was done per plans.

This extra includes costs for setting up temporary water to 9 homes and for repairing the water main break.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
WATER MAIN REPLACEMENT	122	* Extra- Water Main Repair	LS	0.00	0.00	0.00	1.00	1.00	16,287.13	16,287.13
WATER MAIN REPLACEMENT Sub Total (\$)										16,287.13
Grand Total (\$)										16,287.13

* NC Items

Summary

Source Of Funding	Special Assessments, State Funds - Other ND, Utility Funds - Wastewater - 521, Utility Funds - Water - 501		
Net Amount Change Order # 1 (\$)	16,287.13		
Previous Change Orders (\$)	0.00		
Original Contract Amount (\$)	1,754,601.35		
Total Contract Amount (\$)	1,770,888.48		

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
09/19/2020	10/23/2020	0.00	0.00	09/19/2020	10/23/2020

Description	APPROVED DATE
<p>Northern Improvement is requesting a time extension for the interim completion date on Phase 1.</p> <p>Northern Improvement's time extension request is for the time required to set up temporary water to 9 homes and repair the water main break (1 day).</p> <p>Time delay for dealing with a broken gas line that was located wrong and for the relocation of a gas line that was in the way of a new storm inlet (1day).</p> <p>Time delay for dealing with valves that would not turn off for the water main shutoff (1 day).</p>	<p>APPROVED</p> <p><i>[Signature]</i></p> <p>For Contractor</p> <p>Northern Improvement Co.</p> <p>Title</p> <p>Project Manager</p>
	<p>APPROVED DATE</p> <p>Department Head</p> <p><i>[Signature]</i></p> <p>Mayor</p> <p>Attest</p> <p>6/10/2020</p>

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(29)

Improvement District No. BN-19-F1

Type: Change Order #4

Location: Eagle Valley 3rd Addition

Date of Hearing: 6/8/2020

Routing

City Commission

Date

6/15/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Change Order #4 in the amount of \$9,240.00, for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$9,240.00, bringing the total contract amount to \$1,502,414.70.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #4 to Northern Improvement Co.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$9,240.00, bringing the total contract amount to \$1,502,414.70 to Northern Improvement Co.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural WUD Funds & Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

17

Tim Mahoney, Mayor

☐ ☐ ☐

Nicole Crutchfield, Director of Planning

☒ ☒ ☐

Mark Williams

Steve Dirksen, Fire Chief

☒ ☒ ☐

Bruce Grubb, City Administrator

☒ ☒ ☐

Ben Dow, Director of Operations

☐ ☐ ☐

Steve Sprague, City Auditor

☐ ☐ ☐

Brenda Derrig, City Engineer

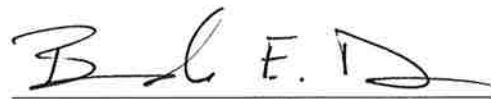
☒ ☒ ☐

Kent Costin, Finance Director

☒ ☒ ☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
 City Engineer



ITEM A4

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

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: June 3, 2020
Re: Improvement District No. BN-19-F1 – Change Order #4

Background:

Improvement District No. BN-19-F1 is for the new construction of underground utilities, asphalt pavement, street lights and incidentals in Eagle Valley Third Addition.

Northern Improvement Company is the Contractor for this project.

On 23rd Street South the wrong type of curb and gutter was specified in the plans to accommodate the driveways. The Developer has requested that the Contractor for ID #BN-19-F1 remove and replace the concrete curb and gutter where the driveways will be installed to ensure City of Fargo specifications are met. Along 23rd Street South there are 7 residential lots that will require driveway knockdowns.

Recommended Motion:

Approve Change Order #4 in the amount of \$9,240.00 to Northern Improvement Company.

JTL/klb
Attachments



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

Improvement District No	BN-19-F1	Change Order No	4
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & In		
Date Entered	6/3/2020	For	Northern Improvement Co

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: Change Order #4

On 23rd Street South the wrong type of curb and gutter was specified in the plans to accommodate the driveways. The Developer has requested that the Contractor for ID #BN-19-F1 remove and replace the concrete curb and gutter where the driveways will be installed to ensure it meets the City of Fargo specifications. Along 23rd Street South there are 7 residential lots that will require driveway knockdowns.

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 (\$)
Paving	103	Rem & Repl Curb & Gutter	LF	0.00	0.00	0.00	0.00	168.00	55.00	9,240.00
Paving Sub Total (\$)										9,240.00

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)	9,240.00
Previous Change Orders (\$)	35,933.55
Original Contract Amount (\$)	1,457,241.15
Total Contract Amount (\$)	1,502,414.70

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

CONTRACT TIME

Current Substantial Completion Date	10/16/2019	Current Final Completion Date	09/27/2019	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	10/16/2019	New Final Completion Date	09/27/2019
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Description

APPROVED

APPROVED DATE

For Contractor



- Rory McCarville

Project Manager

Department Head



Mayor

Attest

 6/10/2020



Home Office
Fargo, North Dakota
4000-12th Avenue North
58102-2910
PO Box 2846
58108-2946
Phone 701-277-1225
Fax 701-277-1516

Office
Bismarck, North Dakota
PO Box 1254
58502-1254
Phone 701-223-6886
Fax 701-224-0937

Office
Dickinson, North Dakota
PO Box 1035
58602-1035
Phone 701-225-5197
Fax 701-225-0207

IMPROVEMENT COMPANY

Thomas M^CCormick, President/CEO
Steve M^CCormick, Executive Vice-President

June 2, 2020

TO: Jason Leonard

RE: Fargo BN-19-F1 Change

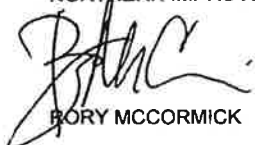
Northern Improvement Company quotes the following on the above referenced project:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Remove/Replace Hiback Curb with Knockdown curb at driveways	168	LF @ \$	55.00 =	\$9,240.00

..

- 1.) INCLUDES ONLY ITEMS AS STATED ABOVE
- 2.) PRICE DOES NOT INCLUDE MATERIAL TESTING, SURVEY STAKING OR TRAFFIC CONTROL.
- 3.) PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 14 DAYS

Respectfully submitted,
NORTHERN IMPROVEMENT COMPANY


RORY MCCORMICK

ACCEPTANCE:

PRINT NAME

SIGNATURE

(30)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-B1

Type: Change Order #9 & Time Extension

Location: 19th Ave N, 45th St – I-29

Date of Hearing: 6/8/2020

Routing

City Commission

Date

6/15/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #9 in the amount of \$43,641.91, bringing the total contract amount to \$6,879,744.72, along with the associated time extension to the Substantial Completion Date.

Staff is recommending approval of Change Order #9 and the 28-day time extension adjusting the Substantial Completion Date to July 31, 2018.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #9 and the time extension.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #9 in the amount of \$43,641.91 and the associated time extension to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal Funds (HMGP), Sales Tax Funds & Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

N/A

Agreement for payment of specials required of developer

N/A

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

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☐☐☐


Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:



Brenda E. Derrig, P.E.

City Engineer

C: Kristi Olson

**ITEM A3****Engineering Department**225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.govwww.FargoND.gov

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: 6/3/2020
Re: Improvement District No. BN-17-B1 – Change Order # 9

Background:

Improvement District #BN-17-B1 is for the new construction of underground utilities, concrete paving, site grading, streetlights and incidentals on 19th Avenue North from 45th Street North to the west I-29 on/off ramp and 45th Street from 16th Avenue North to 19th Avenue North. In addition, the sanitary sewer interceptor mains will have an overflow structure installed.

Master Construction is the prime contractor for Improvement District #BN-17-B1.

The West Side interceptor sanitary sewer overflow system shop drawings determined that the manhole size required for construction could be reduced from Type E manholes to 6' diameter manholes. In effect, the Contractor lost the additional installation and labor costs associated with the Type E Manholes due to the confined work parameters. After discussion with the Contractor, it was determined that the additional costs of \$38,299.06 over the manhole invoice prices would be calculated and the remaining dollar value would be added to help compensate installation costs.

During the construction phase of sanitary sewer interceptor overflow reconfiguration, the Contractor was previously granted a 28 day time extension to the interim completion date to complete the change order #4. City staff, at the time of processing change order #4 felt that this work would only affect the interim completion date at the intersection of 19th Avenue North and 41st Street North. As construction on the project progressed, it was evident that the resources used to complete the Change Order #4 work affected the entire project completion timeline. Therefore it is justified to grant 28 additional calendar days to the substantial completion date.

In addition, when moving the feed point for the west side interceptor overflow structure, the Contractor was required to bore an additional 150' for antenna communication as well as adjusting the antenna cable to provide adequate communication between the City of Fargo Waste Water Treatment plant and the overflow structure.

Recommended Motion:

Approve Change Order # 9 in the amount of \$43,641.91 and a 28 day time extension to the Substantial Completion, with a new substantial Completion Date of July 31, 2018.

Attachment
JTL/jmg

C: Thomas Knakmuhs



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

Improvement District No	BN-17-B1	Change Order No	9
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid		
Date Entered	12/6/2019	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Change Order # 9 - Interceptor Sanitary Overflow

During the review of the shop drawings it was determined that the manhole size for the pipes was reduced from Type E manholes to 6" diameter manholes. The payment made after installation was for 2'-6" diameter manholes. No consideration was taken into that the Contractor had additional installation and labor costs associated with the Type E Manholes due to the confined work parameters. After discussion with the Contractor, it was determined that the additional costs over the manhole invoice prices would be calculated and the remaining dollar value would be added to help compensate installation costs. In addition, when moving the feed point for the west side interceptor overflow structure the Contractor was required to bore an additional 150' for antenna communication as well as adjusting the antenna cable to provide adequate communication between the City of Fargo Water Treatment plant and the overflow structure.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
West Side Sanitary Overflow	185	Modify Manhole	EA	0.00	0.00	2.00	2.00	19,149.53	38,299.06
	187	Extra - TrafficControl/Signals	LS	0.00	0.00	1.00	1.00	4,517.85	4,517.85
West Side Sanitary Overflow Sub Total (\$)									42,816.91
Street Lighting	186	Repair Feed Point	EA	0.00	0.00	1.00	1.00	825.00	825.00
Street Lighting Sub Total (\$)									825.00

Summary

Source Of Funding Sales Tax Funds - Wastewater - 455, Special Assessments

Net Amount Change Order # 9 (\$)

43,641.91

Previous Change Orders (\$)

230,653.21

Original Contract Amount (\$)

6,605,449.60

Total Contract Amount (\$)

6,879,744.72



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

CONTRACT TIME

Current Substantial Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

07/03/2018	05/15/2019	28.00	0.00	07/31/2018	05/15/2019
Description During the construction phase of sanitary sewer interceptor overflow reconfiguration, the Contractor was previously granted a 28 day time extension to the interim completion date to complete the change order #4. City staff at the time of processing change order #4 felt that this work would only affect the interim completion date at the intersection of 19th Avenue North and 41st Street North. As construction on the project progresses it was evident that the resources used to complete the Change Order #4 work affect the entire project completion timeline. Therefore it is justified to grant 28 additional calendar days to the substantial completion date.					
APPROVED	APPROVED DATE				
For Contractor  Controller	Department Head  Mayor			6/10/2020	

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(31)

Improvement District No. BN-17-A1 Type: Negative Final Balancing Change Order #9

Location: 19th Ave N from 45th St to 57th St Date of Hearing: 6/8/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/15/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #9 in the amount of \$-78,130.19, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #9 in the amount of \$-78,130.19, bringing the total contract amount to \$7,989,640.77.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #9 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #9 in the amount of \$-78,130.19, bringing the total contract amount to \$7,989,640.77 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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


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

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: June 4, 2020
Re: Improvement District No. BN-17-A1 – Negative Final Balancing Change Order # 9

Background:

Improvement District No. BN-17-A1 is for the new construction of underground utilities, concrete pavement, street lights and incidental on 19th Avenue North between 45th Street North and 57th Street North.

The attached Negative Final Balancing Change Order #9 in the amount of \$-78,130.19, reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$8,044,768.45 and this Negative FBCO #9 will bring the project final amount to \$7,989,640.77 (0.68% Decrease). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Negative Final Balancing Change Order #9 in the amount of \$-78,130.19 to Master Construction.

JTL\klb
Attachments



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

Improvement District No	BN-17-A1	Change Order No	9
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Incident		
Date Entered	6/4/2020	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	3	Mulching Type 1 - Hydro	SY	69,000.00	0.00	69,000.00	67,299.15	136,299.15	0.35	23,554.70
	4	Seeding Type A	SY	69,000.00	0.00	69,000.00	595.45	69,595.45	0.15	89.32
	5	Seeding Type B	SY	51,750.00	0.00	51,750.00	14,953.70	66,703.70	0.20	2,990.74
	7	Silt Fence - Standard	LF	2,130.00	0.00	2,130.00	-920.00	1,210.00	1.60	-1,472.00
	8	Sediment Control Log 6" to 8" Dia	LF	4,730.00	0.00	4,730.00	-4,475.00	255.00	1.70	-7,607.50
	9	Inlet Protection - New Inlet	EA	42.00	0.00	42.00	15.00	57.00	125.00	1,875.00
	11	F&I Slope Protection 5" Thick Reinf Conc	SY	95.00	0.00	95.00	-25.00	70.00	120.00	-3,000.00
	13	Flagging	MHR	500.00	0.00	500.00	-370.00	130.00	35.00	-12,950.00
	15	Construction Signing	SF	75.00	23.00	98.00	-23.00	75.00	11.00	-253.00
	Miscellaneous Sub Total (\$)									3,227.26
Sanitary Sewer	19	Plug Pipe 8" Dia	EA	11.00	0.00	11.00	-1.00	10.00	500.00	-500.00
	20	Plug Pipe 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	600.00	-600.00
	23	F&I Pipe SDR 26 - 8" Dia PVC	LF	820.00	0.00	820.00	-283.00	537.00	34.00	-9,622.00
	24	F&I Pipe SDR 35 - 12" Dia PVC	LF	523.00	0.00	523.00	-151.00	372.00	39.00	-5,889.00
	25	F&I Pipe SDR 35 - 36" Dia PVC	LF	4,830.00	0.00	4,830.00	39.00	4,869.00	141.00	5,499.00
	26	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	955.00	-432.00	523.00	-122.00	401.00	49.00	-5,978.00
	28	F&I Pipe w/GB SDR 35 - 36" Dia PVC	LF	306.00	0.00	306.00	-73.00	233.00	155.00	-11,315.00



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

Sanitary Sewer	29	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	200.00	0.00	200.00	408.00	608.00	5.00	2,040.00
	30	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	500.00	0.00	500.00	-500.00	0.00	6.00	-3,000.00
	150	Extra - SanitarySewer	LS	1.00	0.00	1.00	1.70	2.70	2,067.90	3,515.43
Sanitary Sewer Sub Total (\$)										
Water Main	32	F&I Fittings Ductile Iron	LB	10,490.00	0.00	10,490.00	5,659.00	16,149.00	3.00	16,977.00
	34	F&I Insulation 4" Thick	SY	400.00	0.00	400.00	-357.00	43.00	20.00	-7,140.00
	36	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	239.00	0.00	239.00	-15.00	224.00	40.00	-600.00
	37	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	56.00	0.00	56.00	15.00	71.00	50.00	750.00
	38	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	632.00	0.00	632.00	1.00	633.00	41.00	41.00
	41	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	536.00	-237.00	299.00	-42.00	257.00	51.00	-2,142.00
	42	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	212.00	0.00	212.00	1.00	213.00	62.00	62.00
	44	F&I Gate Valve 8" Dia	EA	1.00	0.00	1.00	1.00	2.00	1,400.00	1,400.00
	45	F&I Gate Valve 12" Dia	EA	8.00	0.00	8.00	-3.00	5.00	2,300.00	-6,900.00
	47	F&I Hydrant Ext. 12" High	EA	5.00	0.00	5.00	1.00	6.00	700.00	700.00
	153	Extra - WaterMains	LS	1.00	0.00	1.00	0.63	1.63	4,202.10	2,647.32
	155	Bore Pipe C900 DR 18 - 16" Dia PVC	LF	60.00	0.00	60.00	10.00	70.00	168.69	1,686.90
	165	Salvage Hydrant	EA	1.00	0.00	1.00	-1.00	0.00	4,327.50	-4,327.50
Water Main Sub Total (\$)										
Storm Sewer	49	F&I Manhole 5' Dia Reinf Conc	EA	5.00	1.00	6.00	-1.00	5.00	3,300.00	-3,300.00
	50	F&I Manhole 6' Dia Reinf Conc	EA	7.00	0.00	7.00	-4.00	3.00	4,200.00	-16,800.00
	51	F&I Manhole 7' Dia Reinf Conc	EA	5.00	0.00	5.00	-1.00	4.00	5,800.00	-5,800.00
	54	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	17.00	0.00	17.00	1.00	18.00	2,160.00	2,160.00
	55	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	2.00	0.00	2.00	4.00	6.00	3,950.00	15,800.00
	56	F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	5,900.00	5,900.00
	57	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1.00	0.00	1.00	2.00	3.00	2,000.00	4,000.00



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

Storm Sewer	58	F&I Inlet - Double Box (DBI) Reinf Conc	EA	26.00	0.00	26.00	-2.00	24.00	2,600.00	-5,200.00
	62	Plug Pipe 4" thru 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	200.00	-200.00
	65	F&I Pipe 12" Dia	LF	418.00	0.00	418.00	-88.00	330.00	27.00	-2,376.00
	66	F&I Pipe 15" Dia Reinf Conc	LF	979.00	46.00	1,025.00	-184.00	841.00	41.00	-7,544.00
	67	F&I Pipe 18" Dia Reinf Conc	LF	1,172.00	0.00	1,172.00	-134.50	1,037.50	43.00	-5,783.50
	68	F&I Pipe 24" Dia Reinf Conc	LF	299.00	0.00	299.00	-26.00	273.00	48.00	-1,248.00
	69	F&I Pipe 27" Dia Reinf Conc	LF	42.00	0.00	42.00	64.00	106.00	59.00	3,776.00
	70	F&I Pipe 30" Dia Reinf Conc	LF	1,256.00	0.00	1,256.00	-162.00	1,094.00	72.00	-11,664.00
	74	F&I Pipe 60" Dia Reinf Conc	LF	210.00	0.00	210.00	3.00	213.00	188.00	564.00
	75	Remove Pipe All Sizes All Types	LF	150.00	22.00	172.00	-22.00	150.00	5.00	-110.00
	76	F&I Pipe w/GB 15" Dia Reinf Conc	LF	536.00	0.00	536.00	-56.00	480.00	51.00	-2,856.00
	77	F&I Pipe w/GB 18" Dia Reinf Conc	LF	834.00	0.00	834.00	-143.00	691.00	53.00	-7,579.00
	82	F&I Rip Rap Rock	CY	130.00	0.00	130.00	-30.00	100.00	70.00	-2,100.00
	83	F&I Gate Valve 12" Dia	EA	7.00	0.00	7.00	-1.00	6.00	2,300.00	-2,300.00
	84	F&I Flared End Section 15" Dia Reinf Conc	EA	7.00	0.00	7.00	-1.00	6.00	800.00	-800.00
	149	Temp Pumping	HR	250.00	0.00	250.00	260.00	510.00	15.00	3,900.00
	166	Extra - StormSewers	LS	1.00	0.00	1.00	-1.00	0.00	15,566.35	-15,566.35
Storm Sewer Sub Total (\$)										-55,126.85
Paving	89	Remove Pavement All Thicknesses All Types	SY	330.00	328.00	658.00	-563.00	95.00	10.00	-5,630.00
	91	Topsoil - Haul	CY	37,000.00	0.00	37,000.00	-19,308.00	17,692.00	3.00	-57,924.00
	92	Fill - Contractor Supply	CY	10,000.00	0.00	10,000.00	11,440.00	21,440.00	7.00	80,080.00
	93	Excavation	CY	53,000.00	0.00	53,000.00	7,918.00	60,918.00	2.65	20,982.70
	94	Subgrade Preparation	SY	37,500.00	328.00	37,828.00	-328.00	37,500.00	1.00	-328.00
	99	F&I Curb & Gutter Standard (Type II)	LF	13,445.00	0.00	13,445.00	-640.00	12,805.00	16.00	-10,240.00
	101	F&I Pavement 10" Thick Doweled Conc	SY	1,660.00	0.00	1,660.00	117.89	1,777.89	56.00	6,601.84
	102	F&I Pavement 10.5" Thick Doweled Conc	SY	31,170.00	0.00	31,170.00	-422.73	30,747.27	58.00	-24,518.34
	104	F&I Sidewalk 4" Thick Reinf Conc	SY	5,953.00	0.00	5,953.00	277.48	6,230.48	34.00	9,434.32



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

Paving	106	F&I Impressioned 4" Thick Reinf Conc	SY	392.00	0.00	392.00	-77.33	314.67	75.00	-5,799.75
	107	F&I Del Warm Panels Cast Iron	SF	307.00	0.00	307.00	-3.00	304.00	41.00	-123.00
	108	F&I Driveway 7" Thick Reinf Conc	SY	687.00	0.00	687.00	161.27	848.27	41.00	6,612.07
	110	F&I Aggregate for Asph Pavement FAA 43	TON	200.00	0.00	200.00	-65.00	135.00	55.00	-3,575.00
	111	F&I Asphalt Cement PG 58-34	GAL	2,790.00	0.00	2,790.00	-1,068.00	1,722.00	2.25	-2,403.00
	167	F&I Pavement 8" Thick Asph	SY	328.00	0.00	328.00	-328.00	0.00	75.00	-24,600.00
								Paving Sub Total (\$)		-11,430.16
Pavement Marking	117	F&I Grooved Plastic Film Message	SF	928.00	0.00	928.00	424.00	1,352.00	21.00	8,904.00
	118	F&I Grooved Plastic Film 4" Wide	LF	10,520.00	0.00	10,520.00	-459.00	10,061.00	3.75	-1,721.25
	119	F&I Grooved Plastic Film 6" Wide	LF	516.00	0.00	516.00	-516.00	0.00	6.00	-3,096.00
	120	F&I Grooved Plastic Film 8" Wide	LF	1,244.00	0.00	1,244.00	-157.00	1,087.00	7.50	-1,177.50
	121	F&I Grooved Plastic Film 16" Wide	LF	80.00	0.00	80.00	-80.00	0.00	17.00	-1,360.00
	122	F&I Grooved Contrast Film 7" Wide	LF	1,462.00	0.00	1,462.00	-2.00	1,460.00	7.50	-15.00
								Pavement Marking Sub Total (\$)		1,534.25
Signing	123	F&I Sign Assembly	EA	6.00	0.00	6.00	8.00	14.00	130.00	1,040.00
	124	F&I Sign Assembly & Anchor	EA	16.00	0.00	16.00	9.00	25.00	130.00	1,170.00
	126	F&I Diamond Grade Cubed	SF	108.00	0.00	108.00	-24.00	84.00	21.00	-504.00
	127	F&I High Intensity Prismatic	SF	79.00	0.00	79.00	14.00	93.00	21.00	294.00
								Signing Sub Total (\$)		2,000.00
Street Lights	129	F&I Base 8' Deep Reinf Conc	EA	39.00	0.00	39.00	1.00	40.00	475.00	475.00
	133	F&I Luminaire Type A	EA	37.00	0.00	37.00	1.00	38.00	675.00	675.00
	136	F&I Light Standard Type A	EA	37.00	0.00	37.00	1.00	38.00	1,800.00	1,800.00
								Street Lights Sub Total (\$)		2,950.00
Building Demolition	148	Abandon Wall	EA	1.00	0.00	1.00	1.00	2.00	1,000.00	1,000.00
								Building Demolition Sub Total (\$)		1,000.00
Storm Sewer Lift Station	168	* Extra-Electrical	LS	0.00	0.00	0.00	1.00	1.00	410.16	410.16
								Storm Sewer Lift Station Sub Total (\$)		410.16
								Grand Total (\$)		-78,130.19

* NC Items



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary

Source Of Funding

Net Amount Change Order # 9 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

-78,130.19
23,002.50
8,044,768.45
7,989,640.77

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
08/20/2018		0.00	0.00	08/13/2018	

Description

APPROVED

For Contractor

Title

[Signature]
Controller

APPROVED DATE

Department Head

Mayor

Attest

[Signature]
08/10/2020

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(32)

Improvement District No. BN-17-B1

Type: Negative Final Balancing Change Order #10

Location: 19th Ave N, 45th St – I-29

Date of Hearing: 6/8/2020

RoutingDate

City Commission

6/15/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #10 in the amount of \$-86,574.75, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #10 in the amount of \$-86,574.75, bringing the total contract amount to \$6,793,169.97.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #10 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #10 in the amount of \$-86,574.75, bringing the total contract amount to \$6,793,169.97 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal Funds (HMGP), Sales Tax Funds & Special Assessment

Developer meets City policy for payment of delinquent specials

Yes No

N/A

Agreement for payment of specials required of developer

N/A

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

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☐☐☐

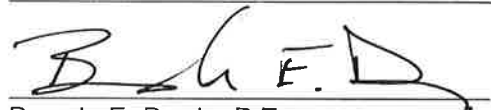
Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



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

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: 6/4/2020
Re: Improvement District No. BN-17-B1 – Negative Final Balancing Change Order # 10

Background:

Improvement District #BN-17-B1 is for the new construction of underground utilities, concrete paving, site grading, streetlights and incidentals on 19th Avenue North from 45th Street North to the west I-29 on/off ramp and 45th Street from 16th Avenue North to 19th Avenue North. In addition, the sanitary sewer interceptor mains will have an overflow structure installed.

The attached Negative Final Balancing Change Order #10 in the amount of \$-86,574.75, reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$6,605,449.60 and this Negative FBCO #10 will bring the project final amount to \$6,793,169.97 (2.84% Increase). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Negative Final Balancing Change Order #10 in the amount of \$-86,574.75 to Master Construction.

JTL\klb
Attachments



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

Improvement District No	BN-17-B1	Change Order No	10
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid		
Date Entered	6/4/2020	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	750.00	0.00	750.00	1,077.00	1,827.00	1.00	1,077.00
	3	F&I Pipe SDR 26 - 36" Dia PVC	LF	1,441.00	0.00	1,441.00	-7.00	1,434.00	155.00	-1,065.00
	4	F&I Pipe SDR 35 - 12" Dia PVC	LF	207.00	0.00	207.00	52.00	259.00	69.00	3,588.00
	5	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	155.00	0.00	155.00	-15.00	140.00	100.00	-1,500.00
	6	F&I Pipe w/GB SDR 26 - 36" Dia PVC	LF	130.00	0.00	130.00	10.00	140.00	200.00	2,000.00
	7	F&I Pipe w/GB SDR 35 - 15" Dia PVC	LF	93.00	0.00	93.00	-93.00	0.00	95.00	-8,835.00
	8	F&I Manhole 4' Dia Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	4,400.00	4,400.00
Water Main	10	F&I Manhole 6' Dia Reinf Conc	EA	4.00	0.00	4.00	1.00	5.00	6,900.00	6,900.00
	13	Connect Pipe to Exist Pipe	EA	1.00	0.00	1.00	3.00	4.00	700.00	2,100.00
	14	Plug Pipe 8" Dia	EA	8.00	0.00	8.00	-3.00	5.00	500.00	-1,500.00
	15	Remove Pipe All Sizes All Types	LF	218.00	0.00	218.00	-59.00	159.00	25.00	-1,475.00
	185	* Modify Manhole	LS	0.00	0.00	0.00	1.00	1.00	3,725.00	3,725.00
	Sanitary Sewer Sub Total (\$)									9,395.00
	19	F&I Fittings Ductile Iron	LB	13,015.00	0.00	13,015.00	400.00	13,415.00	3.00	1,200.00
	20	F&I Hydrant	EA	8.00	0.00	8.00	-2.00	6.00	4,400.00	-8,800.00
	21	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	243.00	0.00	243.00	-37.00	206.00	35.00	-1,295.00
	22	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	111.00	0.00	111.00	-111.00	0.00	38.00	-4,218.00

[illegible]



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

Paving	77	Remove Pavement 11" Thick All Types	SY	6,590.00	0.00	6,590.00	-1,244.00	5,346.00	6.75	-8,397.00
	80	F&I Channel Liner 7" Thick Reinf Conc	SY	100.00	0.00	100.00	100.00	200.00	120.00	12,000.00
	83	Fill - Haul	CY	23,000.00	4,200.00	27,200.00	4,981.00	32,181.00	3.50	17,433.50
	86	Subgrade Preparation	SY	49,800.00	0.00	49,800.00	1,530.00	51,330.00	1.00	1,530.00
	87	F&I Woven Geotextile	SY	49,800.00	0.00	49,800.00	1,530.00	51,330.00	1.25	1,912.50
	88	F&I Class 5 Agg - 8" Thick	SY	280.00	0.00	280.00	-140.00	140.00	7.00	-980.00
	89	F&I Class 5 Agg - 12" Thick	SY	49,800.00	0.00	49,800.00	1,530.00	51,330.00	7.50	11,475.00
	90	F&I Edge Drain 4" Dia PVC	LF	16,800.00	0.00	16,800.00	-2,570.00	14,230.00	6.00	-15,420.00
	91	F&I Valley Gutter Reinf Conc	SY	485.00	0.00	485.00	-390.00	95.00	58.00	-22,620.00
	92	F&I Curb & Gutter Standard (Type II)	LF	16,800.00	0.00	16,800.00	-25.00	16,775.00	15.25	-381.25
	93	Remove Curb & Gutter	LF	40.00	0.00	40.00	26.00	66.00	6.00	156.00
	94	F&I Pavement 10.5" Thick Doweled Conc	SY	43,875.00	0.00	43,875.00	534.00	44,409.00	55.00	29,370.00
	96	F&I Median Nose - Conc	SY	40.00	0.00	40.00	-4.00	36.00	60.00	-240.00
	97	F&I Sidewalk 4" Thick Reinf Conc	SY	150.00	0.00	150.00	-150.00	0.00	33.00	-4,950.00
	98	F&I Sidewalk 5" Thick Reinf Conc	SY	6,500.00	0.00	6,500.00	697.00	7,197.00	34.50	24,046.50
	99	F&I Sidewalk 6" Thick Reinf Conc	SY	38.00	0.00	38.00	-38.00	0.00	35.00	-1,330.00
	101	F&I Impressioned 4" Thick Reinf Conc	SY	1,295.00	0.00	1,295.00	-711.00	584.00	68.00	-48,348.00
	102	F&I Det Warn Panels Cast Iron	SF	136.00	0.00	136.00	104.00	240.00	42.00	4,368.00
	103	F&I Aggregate for Asph Pavement FAA 43	TON	750.00	0.00	750.00	393.97	1,143.97	36.00	14,182.92
	104	F&I Driveway 7" Thick Reinf Conc	SY	1,060.00	0.00	1,060.00	148.00	1,208.00	36.00	5,328.00
	105	Remove Driveway All Thicknesses All Types	SY	680.00	0.00	680.00	-2.00	678.00	7.00	-14.00
	106	F&I Asphall Cement PG 58-34	GAL	10,375.00	0.00	10,375.00	3,649.14	14,024.14	2.10	7,663.19
	113	Mulching Type 1 - Hydro	SY	90,000.00	0.00	90,000.00	-4,886.00	85,114.00	0.32	-1,563.52
	114	Mulching Type 2 - Straw	SY	77,800.00	0.00	77,800.00	-77,800.00	0.00	0.10	-7,780.00
	115	Seeding Type A	SY	77,800.00	0.00	77,800.00	-77,800.00	0.00	0.12	-9,336.00
	116	Seeding Type B	SY	90,000.00	0.00	90,000.00	-4,886.00	85,114.00	0.20	-977.20
	117	Temp Construction Entrance	EA	6.00	0.00	6.00	-3.00	3.00	500.00	-1,500.00



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

Paving	118	Silt Fence - Standard	LF	2,500.00	0.00	2,500.00	2,017.00	4,517.00	1.00	2,017.00
	121	F&I Slope Protection 5" Thick Reinf Conc	SY	550.00	0.00	550.00	-131.00	419.00	50.00	-6,550.00
	122	Flagging	MHR	300.00	0.00	300.00	-280.00	20.00	35.00	-9,800.00
								Paving Sub Total (\$)		-6,793.36
Pavement Marking	124	F&I Grooved Plastic Film 4" Wide	LF	11,860.00	0.00	11,860.00	-911.00	10,949.00	4.20	-3,826.20
	125	F&I Grooved Plastic Film 8" Wide	LF	1,322.00	0.00	1,322.00	376.00	1,698.00	13.65	5,132.40
	126	F&I Grooved Plastic Film 16" Wide	LF	76.00	0.00	76.00	-52.00	24.00	13.65	-709.80
	127	F&I Grooved Plastic Film 24" Wide	LF	202.00	0.00	202.00	-31.00	171.00	12.60	-390.60
	128	F&I Grooved Contrast Film 7" Wide	LF	3,120.00	0.00	3,120.00	-80.00	3,040.00	7.35	-588.00
	129	F&I Grooved Plastic Film Message	SF	320.00	0.00	320.00	664.00	984.00	31.50	20,916.00
								Pavement Marking Sub Total (\$)		20,533.80
Street Lighting	136	F&I Innerduct 1.5" Dia	LF	12,220.00	0.00	12,220.00	99.00	12,319.00	3.50	346.50
								Street Lighting Sub Total (\$)		346.50
Traffic Signals	140	F&I Pull Box PVC	EA	13.00	0.00	13.00	3.00	16.00	900.00	2,700.00
	145	Bore Pipe 8" Dia Steel	LF	140.00	0.00	140.00	-140.00	0.00	60.00	-8,400.00
								Traffic Signals Sub Total (\$)		-5,700.00
Signing	146	F&I Sign Assembly	EA	1.00	0.00	1.00	12.00	13.00	160.00	1,920.00
	148	Remove Sign Assembly	EA	6.00	0.00	6.00	4.00	10.00	26.00	104.00
	150	F&I High Intensity Prismatic	SF	32.00	0.00	32.00	23.00	55.00	16.00	368.00
	151	F&I Diamond Grade Cubed	SF	38.00	0.00	38.00	47.70	85.70	17.00	810.90
								Signing Sub Total (\$)		3,202.90
West Side Sanitary Overflow	154	F&I Manhole 5' Dia Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	13,000.00	-13,000.00
	155	F&I Pipe w/GB SDR 26 - 30" Dia PVC	LF	130.00	0.00	130.00	-15.00	115.00	189.00	-2,835.00
	157	F&I Manhole Type E Reinf Conc	EA	2.00	1.00	3.00	-2.00	1.00	33,500.00	-67,000.00
	171	F&I Manhole 6' Dia Reinf Conc	EA	1.00	0.00	1.00	2.00	3.00	7,800.00	15,600.00
	186	* Adjust Antenna Height	LS	0.00	0.00	0.00	1.00	1.00	410.16	410.16
								West Side Sanitary Overflow Sub Total (\$)		-66,824.84
								Grand Total (\$)		-86,574.75

* NC Items



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary

Source Of Funding

Net Amount Change Order # 10 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-86,574.75
274,295.12
6,605,449.60
6,793,169.97

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

07/31/2018

Current Final Completion
Date

05/15/2019

Additional Days Substantial
Completion

0.00

Additional Days Final
Completion

0.00

New Substantial
Completion Date

07/31/2018

New Final Completion
Date

05/15/2019

Description

APPROVED

For Contractor

Title

[Signature]
Controller

APPROVED DATE

Department Head

Mayor

Attest

[Signature] 6/10/2020

June 10, 2020

33-1

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-20-H1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 10, 2020, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals, Improvement District No. BN-20-H1, located in Valley View Estates.

The bids were as follows:

Ryan Contracting	\$1,969,083.80
Border States Paving, Inc.	\$2,004,897.76
Sellin Brothers, Inc.	\$2,390,358.00
Northern Improvement Co.	\$2,443,536.91
Dakota Underground Co.	\$2,478,806.44
KPH, Inc.	\$2,519,905.65
J.R. Ferche, Inc.	\$2,531,994.45

Engineer's Estimate	\$1,858,757.00
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The special assessment escrow is not required.

This office recommends award of the contract to Ryan Contracting in the amount of \$1,969,083.80 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-H1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals**

Valley View Estates

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals Improvement District # BN-20-H1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Relocate Stockpile	LS	1.00	10,000.00	10,000.00
2 Topsoil - Strip	LS	1.00	25,000.00	25,000.00
3 Topsoil - Strip & Spread	LS	1.00	40,000.00	40,000.00
4 Seeding Type C	SY	67,800.00	0.30	20,340.00
5 Mulching Type 2 - Straw	SY	67,800.00	0.10	6,780.00
6 Inlet Protection - Existing Inlet	EA	13.00	145.00	1,885.00
7 Inlet Protection - New Inlet	EA	29.00	200.00	5,800.00
8 Sediment Control Log 6" to 8" Dia	LF	225.00	5.00	1,125.00
9 Temp Construction Entrance	EA	2.00	800.00	1,600.00
10 Stormwater Management	LS	1.00	2,000.00	2,000.00
11 Traffic Control - Minor	LS	1.00	2,000.00	2,000.00
Miscellaneous Total				116,530.00
Sanitary Sewer				
12 F&I Manhole 4' Dia Reinf Conc	EA	12.00	4,200.00	50,400.00
13 Connect Pipe to Exist Pipe	EA	2.00	5,000.00	10,000.00
14 F&I Pipe SDR 26 - 6" Dia PVC	LF	3,035.00	30.00	91,050.00
15 F&I Pipe SDR 26 - 8" Dia PVC	LF	2,160.00	40.00	86,400.00
16 F&I Pipe SDR 35 - 10" Dia PVC	LF	380.00	50.00	19,000.00
17 F&I Pipe SDR 35 - 12" Dia PVC	LF	180.00	60.00	10,800.00
18 Connect Sewer Service	EA	61.00	300.00	18,300.00
Sanitary Sewer Total				285,950.00
Water Main				
19 F&I Fittings C153 Ductile Iron	LB	1,183.00	4.00	4,732.00
20 F&I Hydrant	EA	6.00	4,300.00	25,800.00
21 Connect Pipe to Exist Pipe	EA	2.00	2,500.00	5,000.00
22 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	60.00	34.00	2,040.00
23 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,830.00	35.00	99,050.00
24 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	20.00	50.00	1,000.00
25 F&I Gate Valve 6" Dia	EA	6.00	2,000.00	12,000.00
26 F&I Gate Valve 8" Dia	EA	7.00	2,300.00	16,100.00
27 F&I Pipe 1" Dia Water Service	LF	2,645.00	20.00	52,900.00
28 F&I CS & Box 1" Dia	EA	61.00	300.00	18,300.00
29 Connect Water Service	EA	61.00	300.00	18,300.00
30 Remove Pipe All Sizes All Types	LF	6.00	30.00	180.00
Water Main Total				255,402.00
Storm Sewer				
31 Temp Pumping	LS	1.00	5,000.00	5,000.00
32 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	494.00	5.00	2,470.00
33 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	340.00	8.00	2,720.00
34 Connect Pipe to Exist Pipe	EA	2.00	2,500.00	5,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-H1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals**

35 Connect Pipe to Exist Structure	EA	5.00	2,500.00	12,500.00
36 F&I Manhole 4' Dia Reinf Conc	EA	10.00	2,200.00	22,000.00
37 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	2,600.00	2,600.00
38 F&I Manhole 5' Dia Reinf Conc	EA	3.00	3,600.00	10,800.00
39 F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,000.00	5,000.00
40 F&I Manhole 7' Dia Reinf Conc	EA	3.00	7,000.00	21,000.00
41 F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	1.00	7,000.00	7,000.00
42 F&I Manhole Type E Reinf Conc	EA	2.00	8,500.00	17,000.00
43 F&I Inlet - Single Box (SBI) Reinf Conc	EA	13.00	2,200.00	28,600.00
44 F&I Inlet - Round (RDI) Reinf Conc	EA	14.00	1,500.00	21,000.00
45 Repair Inlet Floor & Invert	EA	4.00	1,000.00	4,000.00
46 Remove Inlet	EA	1.00	1,000.00	1,000.00
47 F&I Pipe 12" Dia	LF	1,475.00	39.00	57,525.00
48 F&I Pipe 15" Dia	LF	915.00	43.00	39,345.00
49 F&I Pipe 18" Dia	LF	1,135.00	48.00	54,480.00
50 F&I Pipe 36" Dia	LF	175.00	105.00	18,375.00
51 F&I Pipe 42" Dia	LF	270.00	135.00	36,450.00
52 F&I Pipe 24" Dia Reinf Conc	LF	300.00	60.00	18,000.00
53 F&I Pipe 36" Dia Reinf Conc	LF	650.00	95.00	61,750.00
54 F&I Pipe 42" Dia Reinf Conc	LF	70.00	145.00	10,150.00
55 F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	5,000.00	5,000.00
56 F&I Pipe w/GB 15" Dia Reinf Conc	LF	200.00	60.00	12,000.00
57 F&I Pipe w/GB 24" Dia Reinf Conc	LF	95.00	100.00	9,500.00
58 F&I Pipe w/GB 36" Dia Reinf Conc	LF	66.00	150.00	9,900.00
59 F&I Rip Rap Rock	CY	53.00	85.00	4,505.00
60 Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	94.00	60.00	5,640.00
61 Remove Pipe All Sizes All Types	LF	26.00	25.00	650.00
62 Site Grading	LS	1.00	20,000.00	20,000.00
Storm Sewer Total				530,960.00
Paving				
63 Excavation	CY	1,649.00	5.00	8,245.00
64 Subcut	CY	3,250.00	5.00	16,250.00
65 Subgrade Preparation	SY	9,751.00	1.50	14,626.50
66 F&I Woven Geotextile	SY	9,751.00	1.50	14,626.50
67 F&I Class 5 Agg - 8" Thick	SY	9,751.00	10.00	97,510.00
68 F&I Edge Drain 4" Dia PVC	LF	5,415.00	8.00	43,320.00
69 Remove Curb & Gutter	LF	100.00	10.00	1,000.00
70 F&I Curb & Gutter Mountable (Type I)	LF	5,345.00	19.50	104,227.50
71 F&I Curb & Gutter Standard (Type II)	LF	70.00	40.35	2,824.50
72 F&I Sidewalk 4" Thick Reinf Conc	SY	395.00	46.00	18,170.00
73 F&I Sidewalk 6" Thick Reinf Conc	SY	59.00	58.65	3,460.35
74 Remove Sidewalk All Thicknesses All Types	SY	115.00	10.00	1,150.00
75 F&I Shared Use Path 5" Thick Reinf Conc	SY	527.00	50.65	26,692.55
76 F&I Det Warn Panels Cast Iron	SF	154.00	42.00	6,468.00
77 F&I Aggregate for Asph Pavement FAA 43	TON	2,620.00	36.65	96,023.00
78 F&I Asphalt Cement PG 58H-34	TON	147.00	530.00	77,910.00
79 Casting to Grade - Blvd	EA	14.00	300.00	4,200.00
80 Casting to Grade - no Conc	EA	24.00	400.00	9,600.00
81 GV Box to Grade - Blvd	EA	7.00	200.00	1,400.00
82 GV Box to Grade - no Conc	EA	6.00	300.00	1,800.00
83 Seeding Type C	SY	13,500.00	0.35	4,725.00
84 Mulching Type 1 - Hydro	SY	13,500.00	0.45	6,075.00
Paving Total				560,303.90

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BN-20-H1
Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Shared Use Path - Park

85 Topsoil - Strip & Spread	LS	1.00	10,000.00	10,000.00
86 Ditch Grading	LF	1,810.00	10.00	18,100.00
87 Site Grading	LS	1.00	10,000.00	10,000.00
88 F&I Shared Use Path 5" Thick Reinf Conc	SY	1,850.00	48.35	89,447.50
89 F&I Det Warn Panels Cast Iron	SF	40.00	44.00	1,760.00
90 Seeding Type C	SY	6,400.00	0.40	2,560.00
91 Mulching Type 1 - Hydro	SY	6,400.00	0.45	2,880.00
Shared Use Path - Park Total				134,747.50

Signing

92 F&I Diamond Grade Cubed	SF	25.30	22.00	556.60
93 F&I High Intensity Prismatic	SF	24.80	21.00	520.80
94 F&I Sign Assembly	EA	6.00	50.00	300.00
95 Relocate Sign Assembly	EA	1.00	100.00	100.00
96 F&I Sign Assembly & Anchor	EA	8.00	85.00	680.00
Signing Total				2,157.40

Street Lighting

97 F&I Feed Point	EA	1.00	7,762.00	7,762.00
98 Remove Feed Point	EA	1.00	1,250.00	1,250.00
99 F&I Base 5' Deep Reinf Conc	EA	17.00	440.00	7,480.00
100 F&I Conductor #6 USE Cu	LF	8,211.00	2.00	16,422.00
101 F&I Innerduct 1.5" Dia	LF	2,742.00	4.00	10,968.00
102 F&I Luminaire Type A	EA	17.00	863.00	14,671.00
103 F&I Light Standard Type A	EA	17.00	1,440.00	24,480.00
Street Lighting Total				83,033.00

Total Construction in \$ **1,969,083.80**

Engineering	10.00 %	196,908.38
Legal & Misc	3.00 %	59,072.51
Contingencies	10.00 %	196,908.38
Administration	4.00 %	78,763.35
Interest	4.00 %	78,763.35

Total Estimated Costs **2,579,499.78**

Special Assessments 2,579,499.78

Unfunded Costs **0.00**

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

Date: 06/10/2020


Tom Knakmuhs

Assistant City Engineer



June 10, 2020

332

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-20-K1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 10, 2020, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals, Improvement District No. BN-20-K1, located in Golden Valley 4th Addition.

The bids were as follows:

Ryan Contracting	\$2,679,210.00
Border States Paving, Inc.	\$2,747,228.25
Sellin Brothers, Inc.	\$2,879,604.05
Northern Improvement Co.	\$2,948,506.50
J.R. Ferche, Inc.	\$3,234,051.30
Dakota Underground Co.	\$3,283,773.70
KPH, Inc.	\$3,449,198.25

Engineer's Estimate	\$2,915,737.55
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The special assessment escrow is not required.

This office recommends award of the contract to Ryan Contracting in the amount of \$2,679,210.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-K1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Street Lights & Incidentals****Golden Valley 4th Addition**

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals Improvement District # BN-20-K1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	9.00	4,300.00	38,700.00
2 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	2.00	6,000.00	12,000.00
3 Connect Pipe to Exist Pipe	EA	2.00	5,000.00	10,000.00
4 F&I Pipe SDR 26 - 6" Dia PVC	LF	3,010.00	30.00	90,300.00
5 F&I Pipe SDR 26 - 8" Dia PVC	LF	3,070.00	38.00	116,660.00
6 F&I Pipe SDR 35 - 12" Dia PVC	LF	785.00	50.00	39,250.00
7 Modify Manhole	EA	2.00	1,000.00	2,000.00
8 Connect Sewer Service	EA	65.00	300.00	19,500.00
9 Rem & Repl Casting - Self Leveling	EA	2.00	1,000.00	2,000.00
Sanitary Sewer Total				330,410.00
Cass Rual Water Main				
10 F&I Hydrant	EA	6.00	4,200.00	25,200.00
11 F&I Fittings C153 Ductile Iron	LB	1,827.00	4.00	7,308.00
12 F&I Pipe 1" Dia Water Service	LF	2,842.00	25.00	71,050.00
13 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	45.00	36.00	1,620.00
14 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,500.00	37.00	55,500.00
15 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	880.00	41.00	36,080.00
16 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,520.00	46.00	69,920.00
17 F&I Gate Valve 6" Dia	EA	6.00	1,800.00	10,800.00
18 F&I Gate Valve 8" Dia	EA	4.00	2,000.00	8,000.00
19 F&I Gate Valve 10" Dia	EA	3.00	2,800.00	8,400.00
20 F&I Gate Valve 12" Dia	EA	3.00	3,400.00	10,200.00
21 F&I CS & Box 1" Dia	EA	65.00	300.00	19,500.00
22 Connect Water Service	EA	65.00	300.00	19,500.00
23 Connect Pipe to Exist Pipe	EA	2.00	2,000.00	4,000.00
Cass Rual Water Main Total				347,078.00
Storm Sewer				
24 F&I Manhole 4' Dia Reinf Conc	EA	10.00	2,400.00	24,000.00
25 F&I Manhole 5' Dia Reinf Conc	EA	3.00	3,800.00	11,400.00
26 F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
27 F&I Manhole 7' Dia Reinf Conc	EA	3.00	7,000.00	21,000.00
28 F&I Manhole Type E Reinf Conc	EA	1.00	10,000.00	10,000.00
29 Connect Pipe to Exist Pipe	EA	3.00	2,000.00	6,000.00
30 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	2,600.00	5,200.00
31 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	2.00	3,700.00	7,400.00
32 F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	2.00	8,000.00	16,000.00
33 F&I Inlet - Manhole (MHI) Type E Reinf Conc	EA	1.00	13,000.00	13,000.00
34 F&I Inlet - Round (RDI) Reinf Conc	EA	15.00	1,600.00	24,000.00
35 F&I Inlet - Single Box (SBI) Reinf Conc	EA	15.00	2,200.00	33,000.00
36 F&I Pipe 15" Dia Reinf Conc	LF	328.00	44.00	14,432.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-K1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Street Lights & Incidentals**

37 F&I Pipe 18" Dia Reinf Conc	LF	130.00	52.00	6,760.00
38 F&I Pipe 21" Dia Reinf Conc	LF	201.00	53.00	10,653.00
39 F&I Pipe 33" Dia Reinf Conc	LF	140.00	95.00	13,300.00
40 F&I Pipe 36" Dia Reinf Conc	LF	127.00	100.00	12,700.00
41 F&I Pipe w/GB 15" Dia Reinf Conc	LF	328.00	60.00	19,680.00
42 F&I Pipe w/GB 18" Dia Reinf Conc	LF	50.00	65.00	3,250.00
43 F&I Pipe w/GB 30" Dia Reinf Conc	LF	45.00	120.00	5,400.00
44 F&I Pipe w/GB 33" Dia Reinf Conc	LF	50.00	150.00	7,500.00
45 F&I Pipe w/GB 36" Dia Reinf Conc	LF	50.00	150.00	7,500.00
46 F&I Pipe 12" Dia	LF	1,362.00	39.00	53,118.00
47 F&I Pipe 15" Dia	LF	908.00	44.00	39,952.00
48 F&I Pipe 18" Dia	LF	337.00	52.00	17,524.00
49 F&I Pipe 21" Dia	LF	146.00	58.00	8,468.00
50 F&I Pipe 24" Dia	LF	133.00	60.00	7,980.00
51 F&I Pipe 33" Dia	LF	135.00	95.00	12,825.00
52 F&I Pipe 42" Dia	LF	463.00	140.00	64,820.00
53 F&I Pipe 48" Dia	LF	1,243.00	160.00	198,880.00
54 F&I Pipe 30" Dia	LF	135.00	92.00	12,420.00

Storm Sewer Total 693,662.00

Paving

55 Remove Pavement All Thicknesses All Types	SY	56.00	20.00	1,120.00
56 Topsoil - Spread	LS	1.00	25,000.00	25,000.00
57 Topsoil - Strip	LS	1.00	50,000.00	50,000.00
58 Excavation	CY	7,500.00	5.00	37,500.00
59 Subgrade Preparation	SY	13,500.00	2.00	27,000.00
60 Subcut	CY	13,500.00	0.01	135.00
61 Fill - Contractor Supply	CY	4,500.00	5.00	22,500.00
62 F&I Woven Geotextile	SY	13,500.00	1.50	20,250.00
63 F&I Class 5 Agg - 8" Thick	SY	13,500.00	10.00	135,000.00
64 F&I Curb & Gutter Mountable (Type I)	LF	7,400.00	19.25	142,450.00
65 F&I Curb & Gutter Standard (Type II)	LF	400.00	22.50	9,000.00
66 F&I Shared Use Path 5" Thick Reinf Conc	SY	780.00	46.10	35,958.00
67 F&I Shared Use Path 6" Thick Reinf Conc	SY	150.00	66.00	9,900.00
68 F&I Sidewalk 4" Thick Reinf Conc	SY	1,200.00	42.50	51,000.00
69 F&I Sidewalk 6" Thick Reinf Conc	SY	150.00	67.50	10,125.00
70 F&I Det Warn Panels Cast Iron	SF	320.00	42.00	13,440.00
71 Casting to Grade - Blvd	EA	40.00	300.00	12,000.00
72 GV Box to Grade - no Conc	EA	5.00	400.00	2,000.00
73 Casting to Grade - no Conc	EA	32.00	400.00	12,800.00
74 GV Box to Grade - Blvd	EA	5.00	200.00	1,000.00
75 F&I Edge Drain 4" Dia PVC	LF	7,491.00	8.00	59,928.00
76 F&I Pavement 9" Thick Reinf Conc	SY	280.00	84.25	23,590.00
77 F&I Aggregate for Asph Pavement FAA 43	TON	5,355.00	64.00	342,720.00
78 F&I Asphalt Cement PG 58H-34	TON	325.00	1.00	325.00
79 Stormwater Management	LS	1.00	2,000.00	2,000.00
80 Mulching Type 1 - Hydro	SY	40,130.00	0.45	18,058.50
81 Inlet Protection - Existing Inlet	EA	7.00	150.00	1,050.00
82 Inlet Protection - New Inlet	EA	72.00	200.00	14,400.00
83 Temp Construction Entrance	EA	2.00	750.00	1,500.00
84 Seeding Type C	SY	40,130.00	0.35	14,045.50

Paving Total 1,095,795.00

Street Lighting

85 F&I Feed Point	EA	1.00	7,762.00	7,762.00
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ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-K1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading,
Street Lights & Incidentals**

86 F&I Base 5' Deep Reinf Conc	EA	23.00	440.00	10,120.00
87 F&I Conductor #6 USE Cu	LF	11,340.00	2.00	22,680.00
88 F&I Innerduct 1.5" Dia	LF	3,972.00	4.00	15,888.00
89 F&I Luminaire Type A	EA	23.00	421.00	9,683.00
90 F&I Pull Box	EA	1.00	2,513.00	2,513.00
91 F&I Light Standard Type A	EA	23.00	1,742.00	40,066.00
Street Lighting Total				108,712.00
Signing				
92 F&I Diamond Grade Cubed	SF	91.70	20.00	1,834.00
93 F&I High Intensity Prismatic	SF	40.50	18.00	729.00
94 F&I Sign Assembly	EA	18.00	25.00	450.00
95 F&I Sign Assembly & Anchor	EA	12.00	70.00	840.00
96 F&I Barricade Type III	EA	6.00	450.00	2,700.00
Signing Total				6,553.00
LOMR-F				
97 Topsoil - Strip & Spread	LS	1.00	75,000.00	75,000.00
98 Fill - Haul	CY	2,680.00	5.00	13,400.00
99 Fill - Contractor Supply	CY	1,720.00	5.00	8,600.00
LOMR-F Total				97,000.00
Total Construction in \$				2,679,210.00
Engineering				9.78 % 262,026.74
Legal & Misc				2.89 % 77,429.17
Contingencies				9.64 % 258,275.84
Administration				3.86 % 103,417.51
Interest				3.86 % 103,417.51
Total Estimated Costs				3,483,776.76
Special Assessments				2,928,224.58
Cass Rural WUD Funds				454,672.18
LOMR - Developer Funded				100,880.00
Unfunded Costs				0.00

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

Date: 06/10/2020


Tom Knakmuhs
Assistant City Engineer



33-3

June 10, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-20-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 10, 2020, for Street Lighting Rehabilitation & Incidentals, Improvement District No. SL-20-A1, located at various locations city wide.

The bids were as follows:

Moorhead Electric	\$188,695.55
Fargo Electric	\$198,881.00
Engineer's Estimate	\$144,972.00

The special assessment escrow is not required.

This office recommends award of the contract to Moorhead Electric in the amount of \$188,695.55 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # SL-20-A1****Street Lighting Rehabilitation & Incidentals**

Street Lighting Rehabilitation & Incidentals various locations city wide

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Street Lighting Rehabilitation & Incidentals Project # SL-20-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 1				
1 F&I Base 6' Deep Reinf Conc	EA	1.00	1,545.00	1,545.00
2 Remove Base	EA	1.00	575.00	575.00
3 F&I Conductor #6 USE Cu	LF	30.00	1.95	58.50
4 F&I Innerduct 1.5" Dia	LF	10.00	93.00	930.00
Site 1 Total				3,108.50
Site 2				
5 F&I Base 6' Deep Reinf Conc	EA	1.00	1,545.00	1,545.00
6 Remove Base	EA	1.00	575.00	575.00
Site 2 Total				2,120.00
Site 3				
7 F&I Base 6' Deep Reinf Conc	EA	1.00	1,545.00	1,545.00
8 Remove Base	EA	1.00	575.00	575.00
Site 3 Total				2,120.00
Site 4				
9 F&I Conductor #6 USE Cu	LF	662.00	3.40	2,250.80
10 F&I Light Standard Type A	EA	5.00	3,800.00	19,000.00
Site 4 Total				21,250.80
Site 5				
11 F&I Bollards	EA	1.00	1,410.00	1,410.00
Site 5 Total				1,410.00
Site 6				
12 F&I Bollards	EA	1.00	1,410.00	1,410.00
Site 6 Total				1,410.00
Site 7				
13 F&I Bollards	EA	1.00	1,410.00	1,410.00
Site 7 Total				1,410.00
Site 8				
14 F&I Bollards	EA	1.00	1,410.00	1,410.00
Site 8 Total				1,410.00
Site 9				
15 F&I Bollards	EA	1.00	1,410.00	1,410.00
Site 9 Total				1,410.00
Site 10				
16 F&I Bollards	EA	1.00	1,410.00	1,410.00
Site 10 Total				1,410.00
Site 11				
17 Seeding Type B	SY	20.00	25.00	500.00

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # SL-20-A1****Street Lighting Rehabilitation & Incidentals**

				Site 11 Total	500.00
Site 12					
18 Remove Base	EA	1.00	1,850.00	1,850.00	
19 F&I Base 6' Deep Reinf Conc	EA	1.00	1,010.00	1,010.00	
				Site 12 Total	2,860.00
Site 13					
20 Repair Street Light Miscellaneous	EA	1.00	1,515.00	1,515.00	
				Site 13 Total	1,515.00
Site 14					
21 Directional Boring	LF	315.00	13.55	4,268.25	
22 F&I Conductor #6 USE Cu	LF	990.00	1.95	1,930.50	
23 F&I Innerduct 1.5" Dia	LF	315.00	2.45	771.75	
				Site 14 Total	6,970.50
Site 15					
24 Directional Boring	LF	206.00	14.95	3,079.70	
25 F&I Conductor #6 USE Cu	LF	660.00	1.95	1,287.00	
26 F&I Innerduct 1.5" Dia	LF	206.00	2.45	504.70	
				Site 15 Total	4,871.40
Site 16					
27 Directional Boring	LF	321.00	13.55	4,349.55	
28 F&I Conductor #6 USE Cu	LF	1,008.00	1.95	1,965.60	
29 F&I Innerduct 1.5" Dia	LF	321.00	2.45	786.45	
				Site 16 Total	7,101.60
Site 17					
30 Directional Boring	LF	155.00	16.35	2,534.25	
31 F&I Conductor #6 USE Cu	LF	510.00	1.95	994.50	
32 F&I Innerduct 1.5" Dia	LF	155.00	2.45	379.75	
				Site 17 Total	3,908.50
Site 18					
33 Directional Boring	LF	195.00	15.20	2,964.00	
34 F&I Conductor #6 USE Cu	LF	630.00	1.95	1,228.50	
35 F&I Innerduct 1.5" Dia	LF	195.00	2.45	477.75	
				Site 18 Total	4,670.25
Site 19					
36 Repair Street Light Miscellaneous	EA	1.00	2,265.00	2,265.00	
				Site 19 Total	2,265.00
Site 20					
37 F&I Signal Cable AWG 14/7	LF	165.00	3.31	546.15	
38 F&I Head 5 Sect Cluster w/12" LED MA Mtd	EA	2.00	2,520.00	5,040.00	
				Site 20 Total	5,586.15
Site 21					
39 F&I Traffic Signal Feed Point	EA	1.00	7,150.00	7,150.00	
				Site 21 Total	7,150.00
Site 22					
40 Directional Boring	LF	131.00	17.35	2,272.85	
41 F&I Conductor #6 USE Cu	LF	438.00	1.95	854.10	
42 F&I Innerduct 1.5" Dia	LF	131.00	2.45	320.95	
				Site 22 Total	3,447.90
Site 23					

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-20-A1

Street Lighting Rehabilitation & Incidentals

43 Remove Base	EA	1.00	575.00	575.00
44 F&I Street Light Foundation	EA	1.00	1,545.00	1,545.00
			Site 23 Total	2,120.00
Feed Point 2				
45 Remove Feed Point	EA	4.00	930.00	3,720.00
46 F&I Feed Point	EA	2.00	9,340.00	18,680.00
47 Directional Boring	LF	473.00	14.60	6,905.80
48 F&I Conductor #6 USE Cu	LF	1,554.00	1.95	3,030.30
49 F&I Innerduct 1.5" Dia	LF	473.00	2.45	1,158.85
50 Repair Street Light Miscellaneous	EA	37.00	550.00	20,350.00
			Feed Point 2 Total	53,844.95
Meters				
51 Repair Street Light Miscellaneous	EA	5.00	1,295.00	6,475.00
			Meters Total	6,475.00
Rose Creek Retrofit				
52 Repair Street Light Miscellaneous	EA	118.00	325.00	38,350.00
			Rose Creek Retrofit Total	38,350.00
			Total Construction in \$	188,695.55
			Engineering	10.00 %
			Legal & Misc	3.00 %
			Contingencies	10.00 %
			Administration	4.00 %
			Interest	4.00 %
			Total Estimated Costs	247,191.17
			Utility Funds - Street Lights - 528	247,191.17
			Unfunded Costs	0.00

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

Date: 06/10/2020



Tom Knakmuhs

Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

(3A)

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

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

P.C. Concrete Alley Paving & Incidentals

Improvement District No. AN-20-B

Call For Bids June 15, 2020

Advertise Dates June 24 & July 1, 2020

Bid Opening Date July 22, 2020

Substantial Completion Date October 16, 2020

Final Completion Date October 30, 2020

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

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 298-6939

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

P.C. CONCRETE ALLEY PAVING & INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-20-B

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley from 10th Avenue North to 11th Avenue North between 3rd Street North and 4th Street North in Hectors Addition.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

Feasibility

The estimated cost of construction is \$166,052.00. The project will be paid for entirely from Special Assessments. A breakdown of costs is as follows:

Estimated Construction Costs	\$	166,052
Plus 10% Engineering Fee:	\$	16,605
Plus 3% Legal Fee:	\$	4,982
Plus 4% Administration Fee:	\$	6,642
Plus 4% Interest Fee:	\$	6,642
Plus 10% Contingency:	\$	16,605
Total Estimated Construction Cost:	\$	217,528

Project Funding Summary

Special Assessments - 100%

The cost to the Property Owners will be per City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

**P.C. CONCRETE ALLEY PAVING
& INCIDENTALS**

IMPROVEMENT DISTRICT NO. AN-20-B

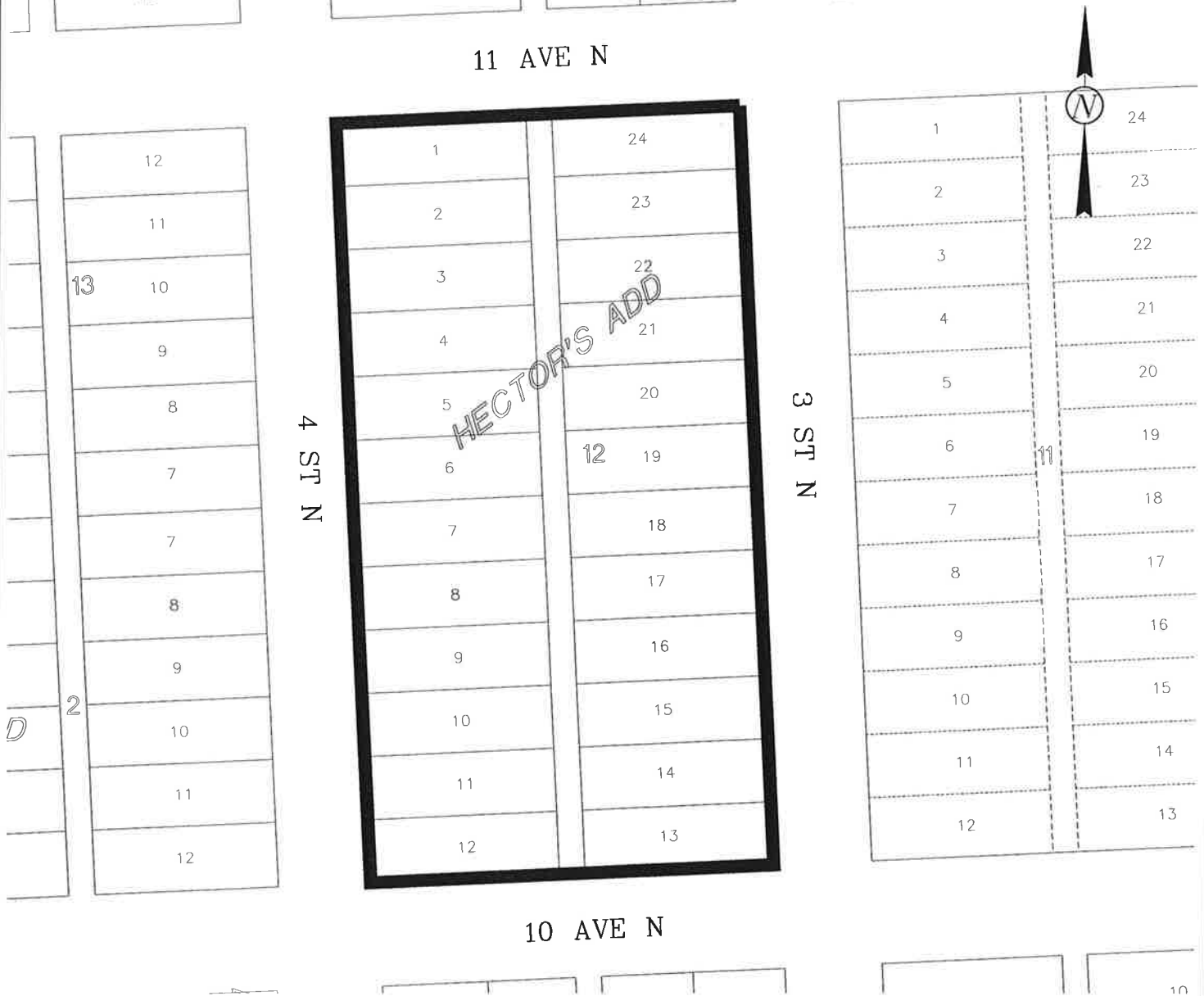
LOCATION:

From 10th Avenue to 11th Avenue North between 3rd Street and 4th Street North.

COMPRISING:

Lots 1 through 24, Block 12.
All in Hector's Addition.

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



CITY OF FARGO
 ENGINEERING DEPARTMENT
 LOCATION & ASSESSMENT AREA
 PC CONCRETE ALLEY PAVING
 & INCIDENTALS
 IMPROVEMENT DISTRICT NO. AN-20-B