FARGO CITY COMMISSION AGENDA Monday, July 13, 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 29, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Relating to Child Care Centers.
- 2. 2nd reading and final adoption of the following Ordinances; 1st reading on 6/29/20:
 - a. Annexing a Certain Parcel of Land Lying in the East Half of Section 14, Township 140 North, Range 49 West.
 - b. Rezoning Certain Parcels of Land Lying in the Luxsun 25th Street North Addition.
- 3. Site Authorization for Fargo Metro Baseball Association at Borrowed Buck's Roadhouse.
- 4. Applications for Games of Chance:
 - a. El Zagal Provost for a raffle from 8/1/20 to 9/10/20.
 - b. Knights of Columbus Fourth Degree Assembly 788 for a calendar raffle from 1/1/21 to 1/31/21.
 - c. FM Walleyes Unlimited Inc. for a raffle on 12/3/20.
- 5. Bid award for the remodeling of the entertainer dressing rooms/catering room/hallway at the FARGODOME (RFP20128).
- 6. Receive and file Financial Status Report Year-to-Date through 6/30/20 for major operating funds (unaudited).
- 7. Bid award for Fire Department medical supplies.
- 8. Bob Woodruff Foundation Stimulus Grant in the amount of \$2,500.00 for the ND Cares-Fargo.
- 9. Contract Extension No. 1 with NDDES and ND Department of Human Services for Service Agreement for Shelter Manager.
- 10. Purchase of Service Agreement with Kindred Public School District.
- 11. Notice of Grant Award with the ND Department of Health for increasing Immunization rates LPHN (CFDA #93.268).

Page 2

- 12. Agreement for Statewide Tobacco Prevention Public Education Campaign with Upper Missouri District Health Unit.
- 13. Resolution Approving Amendment to the Community Development Block Grant (CBDG) 2018 Action Plan.
- 14. Resolutions approving Plats for the following:
 - a. Corwin 2nd Addition.
 - b. South Forty at Osgood Third Addition.
- 15. Concur with the recommendations of the Public Works Projects Evaluation Committee and approve the design for the reconstruction of 5th Street North in association with the Mercantile Parking Garage project.
- 16. Land Use Agreement with Aldevron, LLC.
- 17. Purchase of one Spartan Fire Aerial Truck through Sourcewell Cooperative Purchasing Agency (PBC022818).
- 18. Bid award for fuel purchase for the 1st and 2nd quarters of 2021 (RFV20118).
- 19. Bid award for generator maintenance services work (RFP19145).
- 20. Changes to the electrical scope of work for the Ground Transportation Center Remodel Project (F18006 and F19011).
- 21. Bid advertisement for South Regional Water Connection Improvements Phase I.
- 22. Contract and bond for Project No. BP-00-57.
- 23. Purchase Agreement with Terry A. King and Rhonda R.O. King for property located at 6375 31st Street South.
- 24. Amended and Restated Encroachment Agreement (Adjacent to Block Nine Tower) with Block 9 Master Condominium Association.
- 25. Bills.
- 26. Negative Final Balancing Change Order No. 1 in the amount of -\$14,290.50 for Improvement District No. SL-19-B1.
- 27. Change Order No. 2 in the amount of \$9,336.94 and Time Extension for Improvement District No. BR-20-E1.
- 28. Easement Use and Protection Agreement with Fargo Public Schools.
- 29. Bid award for Improvement District No. SL-20-B1.

REGULAR AGENDA:

- 30. Recommendation from Finance Director Kent Costin for appointment of a City Assessor.
- 31. COVID-19 Update:
 - a. Health Update.

- 32. Public Hearings 5:15 pm:
 - a. Hearing on a dangerous building located at 717 3rd Avenue North.
 - b. Craigs Oak Grove Second Addition (505, 509 and 515 Oak Street and 2, 6 and 10 6th Avenue North); approval recommended by the Planning Commission on 6/2/20:
 - 1. Zoning change from MR-2, Multi-Dwelling Residential and DMU, Downtown Mixed Use to MR-2, Multi-Dwelling Residential and DMU, Downtown Mixed Use, repeal existing PUD, Planned Unit Development overlay.
 - 2. 1st reading of rezoning Ordinance.
 - 3. Plat of Craigs Oak Grove Second Addition.
 - c. Truesdell's Addition (814, 818 and 822 Oak Street North); approval recommended by the Planning Commission on 6/2/20:
 - 1. Zoning change from SR-3, Single-Dwelling Residential to SR-4, Single-Dwelling Residential.
 - 2. 1st reading of rezoning Ordinance.
- 33. Presentation on the NDSCS Career Workforce Academy:
 - a. Recommendation for the City of Fargo to pledge \$300,000.00 per year for 5 years to the NDSCS Career Workforce Academy project.
- 34. Recommendation to amend the Remodeling Tax Exempt Policy.
- 35. Application for a property tax exemption for improvements made to a building for James and Geraldine Flaig, 2206 8th Street North (5 year).
- 36. Purchase Agreements for the New Downtown Water Tower Site (Project No. WA1910).
- 37. Recommendations for the Fargo Police Chief Selection Committee.
- 38. Discussion regarding the permitting process for protests.
- 39. Recommendations for revisions to the Fargo Police Department Policy regarding chokeholds.

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.

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ORDINANCE NO. ____

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

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

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

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

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

NOW, THEREFORE,

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

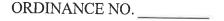
Section 1. Amendment.

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

13-1101. <u>Definitions</u>.—

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

1	3. "Family Child Care": A private residence licensed by NDDHS to provide early childhood services for no more than seven children at any one time, except that the term includes a residence licensed to provide early childhood services to two additional school-age children.
2	4. "School-age children": Children who are at least five years but less than twelve years of age.
4	Section 2. Repeal.
5	
6	Sections 13-1102, 13-1103, 13-1104, 13-1105, 13-1106, 13-1107, 13-1108 and 13-1109 of Article 13-11 of Chapter 13 of the Fargo Municipal Code are hereby repealed in their entirety.
7	dien charety.
8	Section 2 Develo
9	Section 3. Penalty.
10	A person who willfully violates this ordinance is guilty of an infraction. Every person,
11	by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revelve the
12	suspension thereof.
13	Section 4 Effective Deta
14	Section 4. Effective Date.
15	This ordinance shall be in full force and effect from the and after its passage, approval and publication.
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18	(Seal) Timothy J. Mahoney, M.D., Mayor
19	Attest:
20	First Reading:
21	Steven Sprague, City Auditor Second Reading: Final Reading: Publication:
22	i doneadon,
23	





AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND LYING IN THE EAST HALF OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST, IN CASS COUNTY, NORTH DAKOTA

WHEREAS, A Petition for Annexation has been submitted by the owners of not less than three-fourths in assessed value of the property described in said Petition for Annexation to the City of Fargo, Cass County, North Dakota, in accordance with Section 40-51.2-03 N.D.C.C.; and,

WHEREAS, Public notice of the submission of such Petition has been given by publication in The Forum as required by Section 40-51.2-05 N.D.C.C.; and,

WHEREAS, Said Section 40-51.2-03 N.D.C.C. requires that such annexation be accomplished by ordinance,

NOW, THEREFORE,

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

Section 1. The following described property located in the East Half of Section 14, Township 140 North, Range 49 West, of the Fifth Principal Meridian, Cass County North Dakota, is hereby annexed to the City of Fargo, Cass County, North Dakota:

All that part of Auditor's Lot Two (2) of the East Half of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, on file and of record as Document Number 1490962, in the office of the County Recorder of Cass County, North Dakota, lying north of the South line of the Northeast Quarter of said Section 14.

Said tract contains 1.83 acres, more or less.

ORDINANCE NO.	
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Section 2. Effective Date.

1	This ordinance shall be in full force and effect from and after its passage and approval.
2	CITY OF FARGO
3	
4	By
5	Timothy J. Mahoney, M.D., Mayor
6	ATTEST
7	
8	Steven Sprague, City Auditor First Reading: Second Reading:
9	Final Passage:
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12 13	
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23	2

ORDINANCE	NO.	



AN ORDINANCE REZONING CERTAIN PARCELS OF LAND LYING IN THE LUXSUN $25^{\rm TH}$ STREET NORTH 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 Luxsun 25th Street North 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 29, 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 Luxsun 25th Street North Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG" Agricultural, District to "L/I", Limited Industrial, District in the Luxsun 25th Street North Addition.

<u>Section 2</u>. 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.

ORDINANCE NO. _____

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1		
2	Section 3. This ordinance shall be in fu	ll force and effect from and after its passage and
3	approval.	1 0
4		
5		
6		Timothy J. Mahoney, M.D., Mayor
7	(SEAL)	
8	Attest:	
9		
10		First Reading: Second Reading:
11	Steven Sprague, City Auditor	Final Passage:
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GAMING SITE AUTHORIZATION OFFICE OF ATTORNEY GENERAL SFN 17996 (02/2018)



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

Full, Legal Name of Gaming Organization	Fargo Metro Baschall A	Decade II
The above organization is hereby a Attorney General o	nuthorized to conduct games of chance un f the State of North Dakota at the follo	The second secon
Street Borrowed Street Borrowed Beginning Date(s) Authorized Specific location where games of chance will be onducted and played at the site (required)	City Road Jours 21P Code Ending Date(\$) Authorized 6/30/2021	County CHSS Number of twenty-one tables if zero, enter "0":
f conducting Raffle or Poker activity provide date		
RESTRICTIONS (City/County Use On Pays of week of gaming operations (if restricted)	Hours of gaming (if rea	·
Bingo ELECTRONIC Quick Shot Bingo Raffles ELECTRONIC 50/50 Raffle Pull Tab Jar Pull Tab Dispensing Device ELECTRONIC Pull Tab Device	check all applicable games to be conducted a Club Special Tip Board Seal Board Punchboard Prize Board Prize Board Dispensing Device	Sports Pools Twenty-One Poker Calcuttas Paddlewheels with Tickets Paddlewheel Table
PPROVALS		
orney General gnature of City/County Official		Date
RINT Name and official position of person signing	on behalf of city/county shove	7/13/2020

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.
- 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:

Steve Sprague/City Auditor

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 OF RESTRICTED EVENT PERMIT

OFF SFN

FICE OF ATTORNEY GENERAL	
9338 (08/2019)	

25.00 6/26/20

CC

	OFFICE OF ATTORNEY SFN 9338 (08/2019)	GENERAL		40)			6/26/2
NORTH	Application	for: 🗷 Loc	cal Permi	t ☐ Restri	icted Event	Permit (or	ne event per year)
Name of Nonprofit Org	anization or group of people pe			Date(s) of Activity			, provide drawing date(s):
	Provost			7 1	0505/01/		2020
Person Responsible for	the Gaming Operation and Dis	bursement of Net Inc	come	Title	1101 2020	Business Ph	hone Number
Don Roos	9			Chiet of	Provod		
Business Address	1 61 64 11		-	City		State	Zip Code
	d St. North			Forgo		NO	58102
Mailing Address (if diffe	,			City		State	Zip Code
(DEDD) 30 0830	ame(s) will be Conducted	El Zagal	Shrin	Site Address	3-d 5-	N.	ath
City Fango M	NO 15 9 100 50	3			102	County ConSS)
	pe Conducted: * Poker, Twenty Raffle	/-one, and Paddlewh Calendar Raffle				Event Permi wenty-one *	
DESCRIPTION AND I	RETAIL VALUE OF PRIZE	S TO BE AWARD	ED				
Game Type	Description of Prize	Retail Value of Prize		Game Type	Descripti	on of Prize	Retail Value of Prize
Raffle	Gift Card Schools	30000					
11	G: Fit Card Schools	20000					
1.1	Gift Card Hornbachers	100000					
1	Ment Raffle	14000					
				(1)			
						Total:	(Limit \$40,000 per year) \$ 740.00
Intended uses of gamin	ng proceeds:	Gund					
Does the organization pr permit and should call th	resently have a state gaming lide e Office of Attorney General at	cense? No	Yes - If "Ye	s," the organization i	s not eligible f	or a local pe	rmit or restricted event
Has the organization or g	group received a restricted ever es not qualify for a local permit	nt permit from any ci	ity or county	for the fiscal year J	uly 1-June 30	? 🗖 No 🖸	☐ Yes-If "Yes," the
Has the organization or o	group received a local permit freeviously awarded: \$	om any city or count	v for the fis	cal year July 1-June ne total prize limit of	30? 🕍 No \$40,000 per y	Yes-If	"Yes," indicate the
Signature of Organization	or Group's Top Official	Date		Title		Rue	siness Phone Number
July O a	4	7/26/	2020	Brenstybe	Chalo		01-361-9370
	, –			- 10 year	J 01 11		



RMIT OR RESTRICTED EVENT PERMIT

APPLICATION FOR A LOCAL	PEF
OFFICE OF ATTORNEY GENERAL	
SFN 9338 (08/2019)	

Cash 7/8/20

TWO TO THE TOTAL PROPERTY OF THE TOTAL PROPE	Application		rmit Rest	ricted Event	t Permit (one	e event per year)
Name of Nonprofit Org	anization or group of people p	permit is issued to	Date(s) of Activity	1	For a raffle,	provide drawing date(s):
Person Personsible for	elumber Fourth	Vegges PS 18	1		370	Monday 2021 one Number
John		isbursement of Net Income	Title Roffe	Chair		t126776
Business Address			City			Zip Code
	dowlark Li	1 NE	Fango		NU	58102-2160
Mailing Address (if diffe	rent)		City			Zip Code
Name of Site Where Ga	ame(s) will be Conducted	4	Site Address			
S+ Max	15 Cathedral	Social Hall	614-	7th	S+ N	
City Fargo			State Zip Co	8107	County (as 5	-
Check the Game(s) to b	e Conducted: * Poker, Twer	ty-one, and Paddlewheels m				
	Raffle Raffle Board	Calendar Raffle		—	Twenty-one *	Paddlewheels *
DESCRIPTION AND I	RETAIL VALUE OF PRIZ	ES TO BE AWARDED				
		Retail Value of		1		Retail Value of
Game Type	Description of Prize	Prize	Game Type	Descript	ion of Prize	Prize
Change of	Carh	\$1,505				
)*
						-
				!	Total:	(Limit \$40,000 per year) \$ 1,5 0,5 00
	- 1		1	1 ,		
Intended uses of gamin	ng proceeds: <u>CN</u>	aritier av	d School	arsit	PPS	
Does the organization pr permit and should call the	esently have a state gaming e Office of Attorney General a	license? No Yes - It at 1-800-828-9240.	"Yes," the organization	is not eligible	for a local per	mit or restricted event
Has the organization or g organization or group do	roup received a restricted eves not qualify for a local perm	ent permit from any city or co it or restricted event permit.	ounty for the fiscal year	July 1-June 30)3 × N° □	Yes-If "Yes," the
Has the organization or g total value of all prizes pr	roup received a local permit eviously awarded: \$	from any city or county for th This amount is part	e fiscal year July 1-Jun of the total prize limit o	e 30? No f \$40,000 ner	o Yes-if' year.	'Yes," indicate the
ignature of Organization	pr Group's Ton Official O	Date	ITitle O . A	Ha		
John d	Heilich	7-6-20	20 Chairr	nan	70	ness Phone Number 1 412 6 776



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL SEN 9338 (08/2019)

	Application f	or:	K Local Pe	ermit	* [Restri	cted Event	Permit (one event pe	er year)
Name of Nonprofit Organiz	ation or group of people per	mit is issue	ed to	Da	te(s) of A	ctivity		For a raff	le, provide d	rawing date(s):
FM Walleyes Unlimite	ed, Inc.			12	/3/2020) to 1	2/3/2020	12/3/20	20	
Person Responsible for the	Gaming Operation and Dist	oursement	of Net Income	Titl	е			Business	Phone Numl	ber
Eric Zietz				V	Ρ			701-86		
Business Address				Cit	У			State	Zip Code	
PO Box 1017 Mailing Address (if different	1\				oorhea	d		MN	56560	
maning Address (it different	')			Cit	У			Slate	Zip Code	
Name of Site Where Game	e(s) will be Conducted			Sit	e Addres	s				
Ramada Inn				- 1		h Ave S	3			
City				Sta		Zip Cod		County		
Fargo				N		5810		Cass		
	Conducted; * Poker, Twenty iffle Raffle Board [/-one, and I		may be (Sports		d only by		Event Per Fwenty-one		iddlewheels *
DESCRIPTION AND RE	TAIL VALUE OF PRIZE									
Game Type	Description of Prize		Value of ize	G	ame Ty	ре	Descript	ion of Priz	re Rei	lail Value of Prize
Raffle	Custom Rod/Reel		\$550	Raffle			Scheels	Card		\$100
Raffle I	Flag Island Trip		\$750							- 1
Raffle ,	JC Trip for 2		\$400							3
Raffle I	MC Trip for 2		\$400							
Raffle I	LJ Trip for 2		\$400							
Raffle /	Air Wave		\$650							
Raffle	Scheels LifeVest		\$240							
Raffle S	Scheels Card		\$100							
Raffle S	Scheels Card		\$100							
								Tota		4090 (4090 de la compansión de la compan
	proceeds: <u>Promote con</u> ead area. We fund numerou							fishing i	n	
Does the organization pres permit and should call the 0	sently have a state gaming li Office of Attorney General a	icense? 🗷 t 1-800-326	No Yes - 5-9240.	· If "Yes."	" the org	anization	is not eligible	e for a loca	l permit or re	estricted event
Has the organization or gro organization or group does	oup received a restricted even not qualify for a local permi	ent permit fi t or restrict	rom any city or ed event permi	county (for the fis	ical year	July 1-June :	30? 🗷 N	o 🗌 Yes-If	"Yes." the
Has the organization or gro total value of all prizes prev	oup received a local permit findusty awarded: \$	rom any cit	y or county for is amount is pa	the fisca art of the	ıl year Ju Hotal pri	ily 1-Jun ze límit c	e 30? × vi \$40,000 pe	No 🔲 Ye r year.	es-If "Yes." ir	ndicate the
Signature of Organization on	Group's Top Official		Date		Title				Business Pi	hone Number
Butitel	1		7-8-2020		Presid	dent			701-360-	





June 30, 2020

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

Commissioners:

The Fargo Dome Authority requests your approval of their selection of the low bidders for the remodeling of the entertainer dressing rooms / catering room, along with the aesthetics and lighting of the west field hallway leading to these areas at FARGODOME. The Fargo Dome Authority worked with RL Engebretson to evaluate the existing space, and design, bid and construct these various upgrades to the spaces, along with the conversion over to all LED lighting in these areas. These areas have not had any significant upgrades/changes since July of 2000.

Through a competitive bid process, this project received significant interest from General, Electrical and Mechanical contractors. Three (3) bids were received from General contractors, Nine (9) bids were received from Electrical contractors and Eight (8) bids were received from Mechanical contractors. One (1) Electrical bid was not opened and read as that contractor did not acknowledge all four (4) issued bid document addendums, and one (1) Mechanical bid was not opened due to an out of date ND Contractor's License. In addition, the apparent low bidder for the mechanical contractor failed to include a significant work item in their bid and was allowed to withdraw their bid. The bid tabulation forms have been attached for reference.

Given the above information, the apparent, qualified low bids for each prime contract are as follows:

General Contractor:	Construction Engineers	\$ 599,900.00
Electrical Contractor:	FM Electric	\$ 230,640.00
Mechanical Contractor:	Laney's Plumbing	\$ 77,300.00

Using the bids above from the three Prime Contracts, along with all other costs associated with this project, the budget for this project would be:

Three (3) Prime Contracts:	\$ 907,840.00
Project Contingency – 10%:	\$ 90,694.42
Catering Room Furniture:	\$ 49,465.58
Dressing Room Items (task chairs & credenzas)	\$ 19,000.00
Owner Purchased/Supplied Items:	\$ 17,000.00
Architect/Engineer Fees - NTE	\$ 170,000.00
Other Project Soft Costs: (Test/Comm/Legal,etc.)	\$ 6,000.00

\$1,260,000.00

At their meeting held on June 30, 2020, the Fargo Dome Authority voted to accept the General, Mechanical and Electrical bids for his project and approve the overall project budget at \$1,260,000 to fund all aspects of the project, and to request the project budget be allocated from the FARGODOME Surplus fund.

Page 15Requested Motion: To approve the General, Electrical and Mechanical bids, and the overall project budget of \$1,260,000, as accepted by the Fargo Dome Authority and their subcommittees at their June 2020 meetings, and to fund the project out of the FARGODOME surplus fund.

This project would start in July, 2020 and be scheduled to have substantial completion achieved by November, 2020, with final completion in December, 2020.

Thank you for your consideration of this matter.

Very truly yours

Rob Sobolik

General Manager, FARGODOME

Attachment

FARGODOME

June 24, June 30, July Approval

Catering and Dressing Rooms Remodeling

Fargo, ND

w/ 10% contingency

\$695,842.00

Estimated Probable Costs

BID TABULATION - June 11, 2020 - 2:00 PM

\$626,257.80

* 48-01.2-06 A governing body may not accept the single prime bid unless that bid is lower than the combined total of the lowest responsible multiple bids for the project.

CONTRACTOR	Bid Bond	Contractor's License	ADDENDA 1, 2, 3, 4	BASE BID
General Construction				The state of the s
Construction Engineers	5%	Yes	1,2,3,4	\$599,900.00
Roers Construction	5%	Yes	1,2,3,4	\$622,500.00
Naseth Construction	5%	Yes	1,2,3,4	\$645,000.00

P #ARGODOME

Catering and Dressing Rooms Remodeling Fargo, ND

w/ 10% contingency

Estimated Probable Costs

BID TABULATION - June 11, 2020 - 2:00 PM

\$74,840.00 \$67,356.00

* 48-01.2-06 A governing body may not accept the single prime bid unless that bid is lower than the combined total of the lowest responsible multiple bids for the project.

CONTRACTOR	Bid Bond	Contractor's License	ADDENDA 1, 2, 3, 4	BASE BID
echanical Construction				
Mission Mechanical	5%	Yes	1,2,3,4	\$47,356.0
Laney's Plumbing	5%	Yes	1,2,3,4	\$77,300.00
Manning Mechanical	5%	Yes	1,2,3,4	\$83,100.00
Ryland Plumbing	5%	Yes	1,2,3,4	\$83,925.0
Robert Gibb	5%	Yes	1,2,3,4	\$84,500.00
Dakota Plains	5%	Yes	1,2,3,4	\$90,636.5
Xcell Mechanical	5%	Yes	1,2,3,4	\$97,894.00
Air Mechanical		out of date	1,2,3,4	not read
			2.6	

FARGODOME

Catering and Dressing Rooms Remodeling

Fargo, ND

Ng Estimated Probable Costs
w/ 10% contingency \$281,341.00

\$281,341.00

BID TABULATION - June 11, 2020 - 2:00 PM

\$253,206.90

* 48-01.2-06 A governing body may not accept the single prime bid unless that bid is lower than the combined total of the lowest responsible multiple bids for the project.

	CONTRACTOR	Bid Bond	Contractor's License	ADDENDA 1, 2, 3, 4	BASE BID
Ele	ctrical Construction				
	FM Electric	5%	Yes	1,2,3,4	\$230,640.00
	Rick Electric	5%	Yes	1,2,3,4	\$267,000.00
-	Sun Electric	5%	Yes	1,2,3,4	\$280,000.00
	Richard Electric	5%	Yes	1,2,3,4	\$293,585.00
	Bergstom Electric	5%	Yes	1,2,3,4	\$297,400.00
	Dakota Electric	5%	Yes	1,2,3,4	\$298,990.00
	Robert Gibb	5%	Yes	1,2,3,4	\$306,150.00
	RBB Electric	5%	Yes	1,2,3,4	\$340,650.00
	CB Electric			1,2,3	not read

CITY OF FARGO, NORTH DAKOTA FINANCIAL STATUS REPORT Y-T-D THROUGH 06/30/2020 MAJOR OPERATING FUNDS BUDGET TO ACTUAL (Unaudited)



REVENUES:		Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$	55,900,000	\$ 53,011,000	\$ (2,889,000)	-5.2%	(1)
Enterprise Funds:						
Water		10,236,000	9,857,000	(379,000)	-3.7%	
Solid Waste		7,987,000	7,630,000	(357,000)	-4.5%	
Wastewater		6,436,000	5,925,000	(511,000)	-7.9%	
Forestry		1,127,000	1,110,000	(17,000)	-1.5%	
Street Lighting		1,639,000	1,640,000	1,000	0.1%	
Storm Sewer		1,378,000	1,405,000	27,000	2.0%	
Vector Control		351,000	350,000	(1,000)	-0.3%	
Total Enterprise Funds		29,154,000	27,917,000	(1,237,000)	-4.2%	
Total Operating Funds	\$	85,054,000	\$ 80,928,000	\$ (4,126,000)	-4.9%	

EXPENDITURES:	Budget		Budget Actual		ī	Variance	Variance Percentage	Notes
General Fund	\$	49,169,000	\$	48,511,000	\$	658,000	1.3%	
Enterprise Funds:								
Water		16,110,000		13,572,000		2,538,000	15.8%	
Solid Waste		8,683,000		6,915,000		1,768,000	20.4%	(2)
Wastewater		8,908,000		8,450,000		458,000	5.1%	
Forestry		1,257,000		1,220,000		37,000	2.9%	
Street Lighting		1,751,363		1,565,000		186,363	10.6%	
Storm Sewer		1,488,000		1,207,000		281,000	18.9%	
Vector Control		431,000		260,000		171,000	39.7%	(2)
Total Enterprise Funds		38,628,363		33,189,000		5,439,363	14.1%	
Total Operating Funds	\$	87,797,363	\$	81,700,000	\$	6,097,363	6.9%	

Reporting Basis: Approved Budget

Footnotes:

(2) Budgets have not been seasonally adjusted

⁽¹⁾ Revenues lagging due to current economic conditions and operational impacts for COVID-19

MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

FIRE CHIEF STEVE DIRKSEN

DATE:

JULY 9, 2020

SUBJECT: FIRE DEPARTMENT CONTRACT FOR MEDICAL SUPPLIES

Bids were solicited from multiple vendors for medical supplies used by the fire department. Three vendors submitted bids. Bound Tree Medical provided the lowest aggregate bid for the supplies.

The bid provides for a price for all items approved for use by the Fire Department and the Medical Director. The Fire Department budgets \$30,000 annually for medical supplies. The bid provides a base amount for the 2020 budget year with an escalator for each of the next four years. Each party has the opportunity to not renew the contract at the end of the contract year.

RECOMMENDED MOTION: Approve a one year contract with a four year renewal option with Bound Tree Medical.



SUPPLY AGREEMENT

"Customer"

Name: City of Fargo

Address: 637 NP Ave., Fargo, ND 58102

Attention: Assistant Chief Craig Nelson

Telephone: 701-241-8138

E-mail: cnelson@FargoND.gov

"Company"

Bound Tree Medical, LLC

5000 Tuttle Crossing Boulevard Dublin, Ohio

43016

Attention: President

This Supply Agreement (the "Agreement") is made this 9th day of July, 2020 (the "Effective Date") by and between Customer and Company.

- Scope of Agreement. Subject to the terms and conditions set forth herein, Company shall make available for purchase the products set forth in <u>Exhibit A</u> ("Products") hereto to Customer. Company may add or delete Products on <u>Exhibit A</u> upon written notice to Customer.
- 2. Term. The term of this Agreement shall become effective as of the Effective Date and shall remain in full force for one (1) year after the Effective Date ("Initial Term") unless otherwise terminated in accordance with the provisions provided for herein. This Agreement shall renew for successive terms of one (1) year ("Renewal Term") after the Initial Term with electronic mail confirmation, unless a party, no later than ninety (90) days prior to the expiration of the Initial Term or a Renewal Term, gives notice to the other party of its intent not renew the Agreement for an additional term(s). For purposes of this Agreement, "Initial Term" and "Renewal Term"

- shall be referred to as "Term". Notwithstanding the foregoing in this Section 2, the Term shall not exceed five (5) years.
- 3. Product Orders and Quantity. Customer shall submit a purchase order to Company for each order of Products hereunder, specifying the quantity and type of Product it is ordering. All orders are subject to acceptance by Company. Other preprinted terms and conditions on a purchase order submitted by Customer shall not be binding unless agreed to in writing by Company.
- 4. Pricing, Invoices, and Payment Terms. Prices for Products are listed on Exhibit A. After the Initial Term, Company reserves the right to increase the pricing on Products once a year upon written electronic mail notification to Customer. Notwithstanding the foregoing, Company may increase prices on Products at any time upon written notification to Customer due to increase in pricing from Company's suppliers/manufacturers. Customer shall be responsible for the cost of all sales taxes that Company is required by law to collect from Customer. Payments for each order shall be

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made in U.S. dollars net 30 days from the date of invoice and shall be made via check, money order, wire transfer or ACH (and credit card payments will not be permitted or accepted). If Customer wishes to pay using a credit card, credit card information must be entered at point of sale and Customer will be charged upon shipment of the Products.

- Rewards/Free Use Program. In the event Customer participates in Company's Rewards or Free Use Programs, Customer agrees that the terms and conditions of this Agreement shall apply to those programs.
- 6. Incentives. Customer acknowledges that any incentive, discount, rebate, or reward offered under this Agreement constitutes a discount or reduction in price subject to Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(a). Customer agrees that it shall disclose any such discounts or reductions in price under any state or federal program that provides cost or charge-based reimbursement to the Customer for the Products covered by this Agreement. If and to the extent any Product discounts, rebates or other purchasing incentives are earned by or granted to Customer and paid by Company (or, to the extent Customer is a member of a retail buying group with which Company has a relationship, as a part of such relationship), then applicable provisions Medicare/Medicaid and state health care fraud and abuse/antikickback Laws (collectively, "fraud and abuse laws") may require disclosure of the applicable price reduction on Customer's claims or cost reports for reimbursement from

- governmental or other third party health care programs or provider plans. The parties hereto shall comply with all applicable provisions of the fraud and abuse laws. Company shall provide the value of such discounts to Customer.
- 7. Company Warranties. Any warranty on the Products are those of the manufacturer and not of Company. Further, the manufacturer warranty, if any, is only applicable for the warranty period listed on the Product's label. COMPANY OFFERS NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILTY OR FITNESS FOR A PARTICULAR PURPOSE. This section shall also apply to both Products and Equipment, if any, placed under Rewards/Free Use Program offered bγ Company.
- Customer represents that all purchases under this Agreement are for Customer's "own use" and will not be sold or distributed to a thirdparty.
- Limitation of Liability. COMPANY SHALL NOT BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES.
- 10. Shipping and Acceptance of Deliveries. All delivery/performance dates are approximate and shall not be deemed to represent fixed or guaranteed delivery dates. Company will use reasonable efforts to meet the indicated delivery dates. For all Products purchased shipping is included in the purchase, unless otherwise specified. Customer shall report any nonconforming orders to Company within ten

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- (10) days of delivery. If notice of non-conformity is not received, the order will be deemed accepted by Customer on the 10th day following delivery. Company shall have thirty (30) days to cure any nonconformity reported by Customer. Upon such cure, Products shall be deemed to be accepted by Customer.
- 11. GPO Agreements. In the event Customer is a member of group purchasing organization ("GPO") to which Company has a contract with relating to the supply of Products listed in Exhibit A, to the extent the terms of such GPO contract conflict with the terms of this Agreement, the terms of the GPO contract shall control.
- 12. Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
- 13. Confidentiality. Customer may not disclose the terms and conditions of this Agreement to a third party without the prior written consent of Company, except as required by law. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent

- except as required under applicable law or by any governmental agency.
- 14. Compliance with Law. Both parties shall comply with all laws, rules, and regulations applicable to this Agreement, including but not limited to all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 -1.4. The parties shall abide by requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 15. Termination. Either party may terminate this Agreement at any time if the other party: (a) ceases to function as a going concern in the normal course of business; (b) files for bankruptcy; or (c) becomes or is declared as insolvent. In the event a party hereto materially defaults in the performance of any of its duties or obligations hereunder, which default shall not be substantially cured within thirty (30) days after notice is given to the defaulting party specifying the default, then the party not in default may, by giving notice

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- thereof to the defaulting party, terminate this Agreement.
- 16. Notices. All notices required to be provided hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by nationally recognized courier service or electronic mail to the parties at the addresses or electronic mail address set forth above. All such notices (i) if delivered personally or by nationally recognized courier service to the address as provided in this Section, shall be deemed given upon delivery, or (ii) if delivered by electronic mail to the electronic mail address as provided in this Section, shall be deemed given upon receipt providing a copy of such notice is also immediately delivered personally or overnight delivery service. Any party, from time to time, may change its address, electronic mail address or other contact information required for notices by sending a change of address notice or other contact information using this notice procedure.
- 17. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 18. Assignment. Customer shall not assign this Agreement, nor any rights, interests or obligation hereunder without the prior written consent of Company, which consent will not be unreasonably withheld. Company may assign this Agreement, or any of its rights, interests or obligations hereunder, in whole or in part, without Customer's consent (i) to any existing or future affiliate, subsidiary and/or parent company or (ii) in the case of a merger, acquisition, divestiture, consolidation or corporate reorganization (whether or not

- Company is the surviving entity). This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 19. Relationship of Parties. Company and Customer will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party. This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.
- 20. Amendment. No amendment, modification or change of this Agreement will be valid unless in writing and signed by an authorized representative of the party to be bound.
- 21. Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. If any such provision cannot be amended to reflect the intent of the parties, such provision shall thereby be deemed severed from the Agreement. The remaining provisions of this Agreement will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.
- 22. Waiver. The failure of either party to enforce strict performance by the other party of any provision of this Agreement or to exercise any

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right under this Agreement will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of this Agreement or right in that or any other instance. A delay or omission by Customer or Company to exercise any right or power under this Agreement will not be construed to be a waiver of that right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed by the party waiving rights.

- 23. Governing Law/Venue. Intentionally Left Blank.
- 24. Waiver of Jury Trial. CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
- 25. Entire Agreement. This Agreement and each Exhibit attached hereto, constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made.
- Counterparts. This Agreement may be executed in two or more counterparts, each of

which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on its behalf by its duly authorized representative as set forth below.

CUSTOMER:

Ву:	
Name:	
Title:	
Date:	
BOUND TREE MEDICAL, LLC:	
ву:	
Name:	
Brian LaDuke	
Title:	
President, Emergency Preparedness	
Date:	
07/09/2020	

⋈ Bound Tree

EXHIBIT A Products and Pricing

Item List for City of Fargo Fire Department 2020 EMS and PPE Supplies

Private Control Control May 1971-1971-1971-1971-1971-1971-1971-1971	City of Farga Fire Department Urae D		Boand Tree Medeal Item a	Bound Tree Medical Rem Dersnysler	Vendar Bame	R and T Bid. 7	O-med Par	
Sprange Chairst Colligo/Nuclean 647 12 Pr) Schule 15 des gates 1212-12100 Chronies Schule Chaire Schule, University 15th Call 15th	111	Pad ABD Cotton Sx9" Sterile, 5x9 or 8x10 g 2uze	12188	Curity Abdominal Pad, Non-Sterile, 5 x 9inch	CARDINAL HEALTH	61960		
Springle New More Children Month Day 2 at 99, 201 228 2000 1712-1810	2,2	Sponge Gauze Cotton/Woven 4x4" 12 Ply Sterile LF, 4x4 gauze	1212-12102	Curaplex Sterile Gauze Pad, Woven, 12-ply 4in x 4in	CURAPLEX 8Y BOUND	00000		
Sundage 1945 Set State Guine Cornor Series, Compensed Guine 1123 20333 MAY Compressed Guine 6 Page 4.5 in e4 1 vid. Series in Guine Cornor Series, Compensed Guine 1120 Set Series Compensed Guine 1120 Set	33	Spoinge Non-Woven Criterion Ryn/Poly 2x2" 4 Ply Strl, 2x2 gauze	1212-12103	Curaplex Non-Sterile Gauze Sponge, Woven, 12-plv. 2in x 2in	CURAPLEX BY BOUND	1217-12102		
Pariety Character (1974) Control Family Control Fam	4 4	Bandage NAR 4.5"x4. 1yd Gauze Cotton Sterile, Compressed Gauze	1121-30052	NAR Compressed Gaute, 6 phy, 4.5 in x 4.1 vd. Sterile. 100% Cotton	NORTH AMERICAN	30.0053		
Bandage Colle 3 * 1 yd Compression Nam 1 in Nova States 3		Bandage 4"x4.5vd Stretch Elastic ClipClosure Tan LF NS, Ace Wrap	1121-36552	Curaplex Elastic Bandage, din	CURAPLEX BY BOUND	200000		
Bandage Corlies 2" x York Complexion Blanck Ton Laten 149, 2" Cobbs Postsocy Colon Self-Adhrene Warp, Tan, 21ech 2.5 and 14 and 1		Bandage Coflex 3" x 5yd Compression Foam Tan Non-Sterile, 3" Coban	1121-083	Coban Self-Adherent Wrap, Tan, Non-Sterile, Binch x 5 yard (Fully Stratched)	INEE.	1121-36552		10/8X
Standage Keith And Stand Lings Sterile, Israele 1900	7/2	Bandage Coflex 2"x Svd Compression Flastic Tan Latex NS 2" Corban	_		SM	2083	\$ 48.23	3 24/CS
Secretic Reserved of the Color of the Servich, Technologies (1970) Secretic Reserved of the Color of the	500	Dressing Emergency Trauma Elastic 70x6" Maxi Large Sterile, Israels Bandaee	_	Code Self-Aunterent Wide, 1an, 20x0 x 5 yard (Fully Stretched)	3M	1582	\$ 1.52	2 1/Rt
Similar Satistical Control of Satistical C	c c	Bandage Kerlix AMD 4.5"x4 1yd Gauze Cotton Roll LF Sterile, Kerlix/	15100	Kraell Compression Emergency Bandage, 6inch W, Ollye Drab Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Large, 4.5inch x 4.1	PerSys Medical	FCP-02	\$ 6.89	3 1/EA
Bandage Strip Flack Last* Freible Sheet/Fleah, Sandakie Fistor Soundage Strip Flack Last Freible Sheet, Stank Splin, Sandakie Soundage Strip Flack Last Freible Sheet, Stank Splin, Sandakie Soundage Strip Flack Last Sheet, Stank Splin, Sandakie Soundage Strip Flack Last Sheet, Stank Splin, Sandakie Soundage Strip Strip Sheet Stank Sheet Soundage Strip Strip Sheet Stank Sheet Soundage Strip Sheet Stank Sheet Soundage Stank Sheet Sheet Soundage Stank Sheet Sheet Soundage Stank Sheet		Street Bankage	150031	yards	CARDINAL HEALTH	6715-	\$ 1.52	2 1/EA
Spring Entergranty SAM Bold Limby Blace Oncrage 4 25x516°, SAM Splint, Sandard, Sondard, Bold, Oranger/Blace Chesting Mohil-Tournal Conton 12-30" Absorbent, Mohil-Tournal Chesting Mohil-Tournal Conton 12-30" Absorbent, Mohil-Tournal Chesting Mohil-Tournal Conton 12-30" Absorbent, Mohil-Tournal Chesting Bold Sheet	10 10	Bandage Strips Plastic 1x3 Flexible Sheer/Flesh, Bandaids	F165200	Adhesive Bandage, Flexible Fabric, Sterile Strip, Jinch x Jinch	CORPORATION	3612	\$ 2.15	100/8X
Desiring Multi-Trauma Cortion 12.30°C Multi-T	11 11	Splint Emergency SAM Roll Limb/ Blue Orange 4.25x36", SAM Splint	661121	SAM Splint, Standard, 36inch, Roll, Orange/Blue	SAM MEDICAL	SP506-OB-FN		1/64
Desiring Burn Tissue Fiber Storal's Sheet Storale, Burn Sheet, Storale, Glonch, 2 Gondon, 1900.00 TREET OF BOUND TREET OF BOUND 1724-33400 Storale Burn Sheet, Storale, Glonch, 2 Gondon, 2 Gondon, 1900.00 Storale Burn Sheet, Storale Gloncy, 1900.00 Storale Gloncy,	12 12	Dressing Multi-Trauma Cotton 12x30" Absorbent, Multi-Trauma	16353	Curaplex Multi-Trauma Dressing, 12inch x 30nch, Sterile	CURAPLEX BY BOUND	CTOBM-G2MODIED		
Sandage Triangle Gause dandozsor White LF. Triangle Bandage 1124-32400 Combail Political Bandage Musin, Gina radio, Sign Trieg Secure dandozsor White LF. Triangle Bandage Location Combail Political Bandage Combail Tourniquet (LAT), One-handed Tourniquet Moffird MARIGLAN 1124-32400 S	13 13	Oressing Burn Tissue Fiber 60x90" Sheet Sterile, Burn Sheet	30061MS	Curaplex Burn Sheet, Sterile, Goinch x 90mch	CURAPLEX BY BOUND	STORM. BEDOSS	, ,	
Combat Tourniquet N. American Rest, Tourniquet A. American Rest, Tourniquet Desired Characterial Energency Kit Gam, OB Kit Characterial Energency Kit Characterial Energenc	14 14	Bandage Triangle Gauze 40x40x56" White LF. Triangle Bandage	1124-32400	Curaplex®: Triangular Bandage, Muslin, 40in x 40in x 56in	CURAPLEX BY BOUND TREE	1174.37400	1	_
Diesaing Chestification Real Hyfin Plastic See" Trainsparent LE, Occlusive MRR10-0037 Hyfin Vent Chest See! Twin Pack ROTH AMERICAN ROTH AMERICAN Secure Real Company Secure Real Compan	15 15	Combat Tourniquet N. American Resc, Tourniquet	1880-13022	Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System. Tactical Black	NORTH AMERICAN			THE CALL
Obstetrical Emergency Kit Gam., OB Kit (2007) Tage Surgical Cloth 1" X. 10 yd Adhtesne White, Med Tape (2017) Tage Surgical Cloth 1" X. 10 yd Adhtesne White, Med Tape (2017) Resuscitator Bag Ambu Spur II Adult, Bag Valve Mask (2011) Spur Resuscitator Bag Ambu Spur II Adult, Bag Valve Mask (2011) Spur Resuscitator Ambu Spur II Adult, Bag Valve Mask (2011) Spur Resuscitator Bag Ambu Spur II Adult, Bag Valve Mask (2011) Spur Resuscitator Ambu Spur II Adult, Bag Valve Mask (2011) Spur Resuscitator Ambu Spur II Adult, Bag Valve Mask (2011) Spur Resuscitator Ambu Spur II Adult, Bag Valve Mask (2011) Spur Resuscitator Ambu Spur II Pediatric, Peds Nonrebreather (2012) Spur Resuscitator Ambu Spur II Pediatric, Peds Nonrebreather (2012) Spur Resuscitator Ambu Spur II Pediatric, Peds Nonrebreather (2012) Mask Oxygen Henry Schein Adult, Cannula (2012) Cannula Mask Oxygen Fediatric (2014) Ca	16 16	Oressing Chest-Seal Hyfin Plastic 6x6" Transparent LF, Occlusive Dressing	NAR10-0037	Hugin Vent Chees Gast Tuen Dack	NORTH AMERICAN	Topo-oc	ŀ	
Tage Surgical Cohn 1" X 10 yid Adhtesive White, Med Tape 1110-14007 Curaptes (Cutaptes) 1110-14007 SPINI IB VM, Adult, Wag Reservoir, Medication Port, MED Adult AMBU AMBU S20-211 Mask, Individually Bazed AMBU S20-211 Mask, Individually Bazed AMBU S20-213 SPINI IB VM, STUR II, Pediatric BVM W/ Toddler Mask 12/C5 individually AMBU S20-2130008 S	71 71	Obstetrical Emergency Kit Gam, OB Kit	4440010	Cirables OR Kit with the Blood Castral	CURAPLEX BY BOUND	10-0037	1	2/PK
Resuscitator Bag Ambu Spur II Adult, Bag Valve Mask 520-211 Mask, Individually Boared Ambu Spur II Adult, Bag Valve Mask 520-211 Mask, Individually Boared Ambu Spur II Pediatric, Peds Bag Valve Mask 530-213 Browned B	18 18	Tape Surgical Coth 1" X 10 vd Adhesive White. Med Taus	1110-14007	Transfer Control of the Control of t	CURAPLEX BY BOUND	4440010		6.89 1/EA
State Particular of Bag Annou Spart Announce An	6		10000	SPUR II BVM, Adult, w/Bag Reservoir, Medication Port, MED Adult	TREE	1841-14007	\$ 8.4D	12/BX
Spur Resuscitator Ambu Spur II Pediatric, Pedi Bag Valve Mask Onygen Mask Mediource Non-Rebreather Adult, Nonrebreather Mask Mask Mediource Non-Rebreather Adult, Nonrebreather Mask Mask Mask Mediource Non-Rebreather Adult, Nonrebreather Mask Mask Mask Mediource Non-Rebreather Adult, Connentration Mask Mask Mask Mediource Non-Rebreather Adult, Cannula Cannula Onygen Pediatric, Peds Nonrebreather Cannula Onygen Pediatric, Peds Nonrebreather Cannula Onygen Pediatric Over-the-Ear 7 Tubing, Peds Cannula Cannula Corpharygeal Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Mass Drygen Pediatric Over-the-Ear 7 Tubing, Peds Corpharygeal Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Mass Drygen Mass Drygen Pediatric Over-the-Ear 7 Tubing, Peds Corpharygeal Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Mass Drygen Mass Drygen Pediatric Over-the-Ear 7 Tubing, Peds Corpharygeal Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Mass Drygen Mass Drygen Pediatric Over-the-Ear 7 Tubing, Peds Corpharygeal Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Mass Drygen Mass Dryg	67 67	Resuscrator Bag Ambu Spur II Adult, Bag Valve Mask	520-211	Mask, Individually Boxed	АМВО	5202110008		10.30 1/EA
Mask Mediculte Non-Rebreather Adult, Nonrebreather Adult, Nonrebreather, Pediatric, Peds Nonrebreather, Pediatric, Over-The-Ear Style, 7 foot Star CuRaptex BY BOUND Cannula Naval Oxygen Naval Adult Na	20 20	Spur Resuscitator Ambu Spur II Pediatric, Peds Bag Valve Mask	530-213	Bown, stor it, redistric Bom W/ todaler Mask 12/CS Individually Boxed	AMBU	5302130008		1764
Maak Daygen Pediatric, Peds Nonrebreather 2356-22026 Guvgen Mask, Elongated, High Conc, Non-rebreather, Pediatric CORPORATION 2202F S Connuls Daygen Henry Schein Adult, Cannula Oxygen Henry Schein Adult Cannula Oxygen Henry Schein Adult, Cannula Oxygen Henry Schein Adult Connect Adult Adult Cannula Oxygen Henry Schein Adult Adult Cannula Oxygen Henry Schein Adult Adult Cannula Oxygen Henry Schein Adult Cannula Oxygen Henry Manula Adult Cannula Oxygen Henry Medic Adult Adult Cannula Oxygen Henry Medic Adult Ad	21 21	Oxygen mask medsource non-kebreather Adult, Nonrebreather Mask	301-181EA	Orygen Mark, Partial Non-Rebreather, Adult, Elongated, High Concentration	CURAPLEX BY BOUND	87.75059		
Cannula Daygen Henry Schein Adult, Cannula Cannula Nasal Oxygen Pediatric Over-the-Ear 7' Tubing , Peds Cannula Nasal Oxygen Pediatric Over-the-Ear 7' Tubing , Peds Cannula Cannul	22.22	Mask Oxygen Pediatric, Peds Nonrebreather	2356-22026	Oxygen Mask, Elongated, High Conc, Non-rebreather, Pediatric	VENTLAB	2202F		1/64
Cannula Nasal Oxygen Pediatric Over-The-Ear Style, 7 foot Star CURAPLEX BY BOUND Cannula Cannula Conceptual Airway Kit, Oral Airway Copharygeal Airway Kit, Oral Airway Copharygeal Airway Kit, Oral Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Adjustable Flange Green Disposable 95mm, Nasal Airway Adjustable Flange Green Disposable 135mm, Nasal Airway Mattheway Adjustable Flange Green Disposable 135mm, Nasal Airway Maschie 3gm, Lubricating Jelly Sterile 3gm, Lubricating Gel Maschie 2007 MediChoice Lubricating Jelly Sterile 3gm, Lubricating Gel Maschie 2007 Maschie 3gm, Lubricating Gel Maschie 2007 MediChoice Lubricating Jelly Sterile 3gm, Lubricating Belly Sterile 3gm, Lubricating Belly Sterile 3gm, Lubricating L	23 23	Cannula Oxygen Henry Schein Adult, Cannula	30050	Curaplex Nasal Cannula, Adult	CURAPLEX BY BOUND TREE	30050		1,60
Oropharygeal Airway Kit, Oral Airway Oropharygeal Airway Kit, Oral Airway Adiustable Flange Green Disposable 95mm, Nasal Airway Airway Adiustable Flange Green Disposable 135mm, Nasal Airway Airway Airway Adiustable Flange Green Disposable 133077777777777777777777777777777777777	24 24	Cannula Masal Oxygen Fedalitic Over-the-tar / Tubing, Peds Cannula	533-MS-24101EA	Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing	CURAPLEX BY BOUND TREE	BT-24101		7 J.E.A
Airway Adjustable Flange Green Disposable 95mm, Nasal Airway 792-1-5072-14EA Nasopharyngeal Airway, Adj Flange, 14 French SUN MED 1-5072-14 S Airway Adjustable Flange Green Disposable 135mm, Nasal Airway 792-1-5072-22EA Nasopharyngeal Airway, Adj Flange, 22 French SUN MED 1-5072-22 S H.S.L. Lubricating Jelly Sterile 3gm, Lubricating Gel 1340-67507 MediChoice Lubricating Jelly, Sterile, 5gm Packet MANUFACTURER 13145GRAMLUB S	25 25	Oropharygeal Airway Kit, Oral Airway	13027	Curaplex Berman Oral Alnway Kit, Colored 8/Pack	CURAPLEX BY BOUND TREE	13027		
Airway Adjustable Flange Green Disposable 135mm, Nasal Airway 792-1-5072-22EA Nasopharyngeal Airway, Adj Flange, 22 French SUN MED 1-5072-22 S OTHER H.S.L. Lubricating Lelly Sterile 3gm, Lubricating Gel 1340-67507 MediChoice Lubricating Lelly, Sterile, 5gm Packet MANUFACTURER 13145GRAMLUB S	92 92	Airway Adjustable Flange Green Disposable 95mm, Nasal Airway	792-1-5072-14EA	Nasopharyngeal Anway, Adj Flange, 14 French	SUN MED	1-5072-14		1/EA
H.S.L. Lubricating Jelly Sterile 3gm, Lubricating Gel 1340-67507 MediChoice Lubricating Jelly, Sterile, 5gm Packet MANUFACTURER 13145GRAMLUB S	72,72	Airway Adjustable Flange Green Disposable 135mm, Nasal Airway	792-1-5072-22EA	Nasopharyngeal Airway, Adj Flange, 22 French	SUN MED	1-5072-22		4.38 1/EA
	28 28	H.S.L. Lubricating Jelly Sterile 3gm, Lubricating Gel	1340-67507	MediChoice Lubricating Jelly, Sterile, Sgm Packet	OTHER	13145GRAMLUB		0.18 1/EA

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List for City of Fargo Fif 2020 EMS and PPE St

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24 24	Nakozone HGI inj Needleless Luer-Jet PF Syringe 1mg/mL N-R 2mL, Narcan	373369	Nafoxone, 2 mg. 2ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933691	5 39	398.00 10/CS	S S
30 30	Nasal Atomiter Rusch, Narcan Atomiter	400125	Mucosal Atomization Device w/o Syringe	TELEFLEX LLC	MAD300		7.28 1/EA	A
31 31	Mack CPR With O2 Index White CPR Mask	36045	Curaplex CPR Mask with 02 Inlet	CURAPLEX BY BOUND TREE	36045	\$	2.98 1/EA	4
22 22	Calaboration Assessed Caliber Child Docker Deds RP Coff	533-MS-8P300EA	Bkod Pressure Unit, Nyfon Adjustable Cuff, Metal Inflation Valve, Back, Child	MEDSOURCE INTERNATIONAL	MS-8P300	5	7.42 1/EA	
25 25 55	Americal Substitution and the Proceive Adult Size 11. 8P Cuff	170775	Prosphyg 775, Incl Black Enamel Gauge, Zippered Carrying Case, Size 11 Adult. Navy Blue	AMERICAN DIAGNOSTIC CORP.	775-11AN	S	12.88 1/EA	4
0 40	Cakeenanasananasa Anaraid Perechica (ira 17 XI RP Cuff	170761	Prosphyg 760 BP Unit, Incl Black Enamel Gauge, Size 12 LG Adult, Black	AMERICAN DIAGNOSTIC CORP.	760-12XBK	S 2	20.48 1/EA	4
20 an	Statistical and Chairing Advance Black Adult 32 3 Mead (tethnorm)	170600	Adscore 603 Stethoscove, Adult. Black	AMERICAN DIAGNOSTIC CORP.	603BX		29.23 1/EA	4
50 00	Bules Outmander Stretters in Addid Dancable Bules Ov	SATOOMS	Curantex Elisterita SPD2 Monitor	CURAPLEX BY BOUND TREE	MD300C28	57	24.29 1/EA	4
00000	Tube Callifornia Disease Leadel Was Wiles	290100	V-Vac Starter Kit, One hand Application, Section Unit, Adapter Tip, Instructions	LAERDAL MEDICAL	985000		86.82 1/EA	
3/3/	MAINTEN JOKUMI TUIND LEKINGI TVAK, TVAK.	16570	Curaplex Emergency Highway Blanket, Tissue/Poly, S6in x 90in, Yellow	CURAPLEX BY BOUND TREE	STORM-B300		-	
00 00	Dark Cold Instant Disnatable Sed" for Park	834-35185MK	Instant Cold Pack. Sirch x Ginch	HONEYWELL SAFETY PRODUCTS USA INC	020667		0.88 11/EA	< <
40 40	Residence Cartes With Gaute. OZ Resulator	CRAAREG872582D	O2 Regulator, 0-25 LPM, CGA870, Barb and 2 DISS Power Take-offs, Aluminum with Brass Core	MERET	AREG8725-82D		29.20 1/EA	4
	Channia Desmanast fina Doist Markers Black Shamist	125328	Sharrie Pen, Fine Point, Permanent Marker, Black	STAPLES INDUSTRIAL/CHISWICK	125328	v	0.92 1/EA	4
1	Des Empire FCO. FMS. BAG Green Francis Rap	1071-10202	Curablex Emesis Baz. 1000cc High Density	CURAPLEX BY BOUND TREE			11.12 25/PK	Жd
42 42	Sheare Hillish FMS 7-172" Serrated Stainless Steel Trauma Sheats	2811-68009	Paramedic Shears, 7.5 Blue	CURAPLEX BY BOUND TREE	MS-45002			ă,
24 64	Penlisht Medical Penlisht	32762	Curaplex Dispixable Pen tught, 6 park	CURAPLEX BY BOUND TREE	CUR-PEL100	S	3.96 6/PK	¥
45 45	Immobilizer Head & Chin, Head Blocks	260401	Cerviguird Head Immobilizer Blocks 2/st	DMS	50400YL		Z.88 12/ST	
46.46	Litter Emergency Public Access QuikLitter 74x28", QuikLitter	3246-45750	QuikLitter, 10 Handle-holds, 28inch x 74inch	INC.	50-0457	2	12.48 1/EA	4
47.47	Collar Extrem MiniPerfit Military Ace Adit Cryci Piste Univ, Adult Conflar	260281	Perfit ACE Adjustable Collar, Adult	АМВП	000281000	ún	4 98 1/EA	A
84	Collar Extrication MiniPerfit Ace Ped Crvcl Plate Wht/Ylw Univ, Peds C-collar	260280	Perfit Mini ACE Adjustable Collar, Pediatric	AMBU	900281106	v	4.98 1/EA	×
40 40	Precision XIta Glucose High/Low Levels Control Solution 2mL, Glucomater Testino Solution	7493	Blood Glucose and Ketone Control Solution, Medisense, HI/Low, All Monitors	ABBOTT	80139-04	v	8.56 1/8X	×
50/50	Precision XIra Glacose Monitor for Self-Testing, Glucometer	179837	Precision Xtra Glucose Monitor, Meter Only	АВВОТТ	99837-65	S	- 1/EA	A
51 51	Pecision Xtra Blood Glucose Test Strip 100 count, BS Test strips	528-99878-35	Precision Xtra Test Strips, Capillary, Individually Wrapped, 100/bx	АВВОТТ	99878-65	8	40.88 100	100/BX
52 52	Lancet Acti-Lance 23gx1.8mm Incision Device, BS Lancet	675-AT1002	Unistik 3 Normal Safety Lancel, 1.8mm, 23ga, 100/Box	OWEN MUMFORD INC	AT 1002	S	16.28 100	100/8X
53.53	Pad Press HSI Alcohol Medium. Alcohol Wipes	540-1358-A	Tegaderm IV Dress, Clear Tape, Akohol Prep Pads, PVP Prep Pads, Gauze Sponge, Tourniquet	CURAPLEX BY BOUND TREE	540-1358-A	S	0.57 1/EA	Ą
2	Gintous Lamon 155 Gal Tube 3/Pk. Girrose	466930	Givicse, 3 Tube Park, 15gm, Lemon	PERRICO PHARMACEUTICALS (MINNESOTA DIVISION)	0069-30	\$	12.15 3/PK	×
55 55	Defibrillator Electrode RediPak 12/15/20/500/1000 PR, Adult AED Patches	238497	Edge System Electrodes, w/Redi-Pak Preconnect System	STRYKER	11996-000017	\$ 2	28.90 1/PR	*

Item List for City of Fargo Fire Department 2020 EMS and PPE Supplies

	Non soul par	· · · · · · · · · · · · · · · · · · ·	91 75 1700		7.87 100/BX	7.87 90/8X	787 toolog		3.10 1/EA	3.08 1/EA	7.08 1/EA	86.23 A/C5	6.97 100/TB	70/0x				/.35 1/EA	27.10 Z0/8X	1/54	434 35 135/0V		11 81 100/BX	42.35 100/BX	1 55 1/64	Y8/25 58 871		0.78 36/BT	2.98 1/RL	2 74 1/BI		107. 17.			10.45 1/EA	16.45 1/64	
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	n Gall School		11101-000016		FROSS	55084	55083	Joseph P.	-uc 3834103	25676	49100	GOI 3436-04	OCW06-100	501-500-105	301	KF4509	6300	2000	1870+	1530	995914		77097	305935	81-64250	0400-36	,,,,	916-116	твм	TTG	E	È	8215000	9336000	ODG DO	RJORGON	
	Padder Mare		STRYKER		COM Dalyard, IDC	O&M Halyard, Inc	O&M Halvard, Inc.	PYRAMEX SAFETY	MED PLUS SERVICES	USA	ESSENDANT	OTHER	MANUFACTURER	NUIECH SPECIALTIES, INC.	DUKAL CORP.	KEY SURGICAL, INC.	MORRISON MEDICAL		3M	DUKALCORP	CARDINAL HEALTH RX	EXEL INTERNATIONAL	1	BECTON DICKINSON	CURAPLEX BY BOUND TREE	Allegis Pharmaceuticals 0400-36	Javo iaso	CONTERRA TECHNICAL	SYSTEMS	CONTERRA TECHNICAL SYSTEMS	CONTERRA TECHNICAL SYSTEMS	CONTERRA TECHNICAL	INTERSURGICAL	INTERSURGICAL	INTERSURGICAL	INTERSURGICAL	MTERCINGERA
	Bound English Yem Decoptor		Electrodes, Reduced Enaigy, Pediatric, for LifePak 500, 1000, CR Plus	Purple Nitrile Exam Gloves Douglar Exes Tertined 0 173 new 10	מונין, כח	Purple Nitrile Exam Gloves, Powder Free, Textured, 9 1/2inch, XLG	Purple Nitrile Exam Glaves, Powder Free, Textured, 9 1/2inch, 1G			k Frame, Clear Lens	Purell Instant Hand Sanitizer Refill for Busell Cal 1700	_	NON-RETURNABLE PURPOSE SUITAGE Wipes, 7 in x 10 in, 100/tb	ILLER WIPES	rsal Size, Yellow	Para Shield Face Shield, with Mask	Isolation Kit, Disposable, Complete	Ith Care Particulate Respirator and Surgical	Mask, Standard Size	Face Mask, Full Size, Procedure Mask with Ear Loops, 3 ply, Blue			10 in		Curaplex Sharps Solo	Sublingual Powder	Flaur 36/BoHla	ape, 300 Foot x 1 3/16inch, Non-Fluorescent, Black/White	Striped	Tiage Tape, 300 Foot x 1 3/16inch, Non-Fluorescent, Green		<u> </u>		5.77 lbc		ă	Γ
THE REPORT OF	Boand Tree Medical Item F		230016	295203	205204	107567	295203	660974		1022-25676	760-5456-04	20.00.00	MC90-1901	3602-06	276-301BG	294509	56-6300	01020	1031-8/010	276-1530EA	0159-25EA	30-260278X		305935	64250	0400-36	911316		1314518K	131451G	1314518	1314517	2114-08215	2114-08225	2114-08203	2114-08204	
Control of the Contro		Electrode Defibrillator LIFEPAK 500/1000 10.2x8.9 f/Defib, Peds AED	Patches Gloves Even Breata March of March	Gloves tg	Gloves Exam Purple Nitrile PF Nitrile LF 9.5 in XL Purple, Medical Gloves XI	Gloves Exam Purple Nitrite PF Nitrite LF 9.5 in Md Purple. Medical	Gloves Md	Glasses Safety Pyramex Intrepid Black/ Clear, Safety Glasses		Decodorizer Solution Citrare Citius 14 or Citare Solution	izer			5 12	w, Isolation Gown	race Shield Clear, Face Shield		3M 1860 N95 Health Care Particulate Cup Respirator and Surgical Mask. Standard, ASTM 61862, Blue, N. 95, Masks			Adrenalin injection SOV 1mg/mL Non-Returnable 1mi/VL Epi		Syringe/Needle 3/10cc 29gx1-1/2" Manaject Insulin Chyntni, Peds	т	Dart Sharps 17cm Plastic, Sharps Contamer		Aspirin 8.1mg Chewable Tablets Twist Cap Bottle Orange 36/81, Baby Aspirin		I spe I rage 500 Black, White	Tape Triage Green	Tape Triage Red	Tape Triage Yellow	I-Gel Supragiottic Airway, Size 1.5, Infant, I-Gel 1.5	l-Gel Supraglattic Airway, Size 2.5, Large Pediatric, 1-Gel 2.5		F.Gel Supragiottic Airway, Size 4, Medium Adult, 1-Gel 4	
City of Faren Sire	Department tine	25 25	qc pc	25 15	58 58		59 59	09.09	51.51	62 62	63 63	25		65 65	00 bb	20 / 0 /	89 89	69 69		70	/1/1	22 22		73 73	74 74	75 75	76 76	F		78.78	97 97	RO 80	8181	82 82	83 83	84 84	

Item List for City of Fargo Fire Department 2020 EMS and PPE Supplies

City of Fargo Fire Department Line :D	City of fargo fire Department tem Description	Round Trie (Aedna) (en s	Dound Tree Medical Nem Description	amed tebras	Condor them #	Quoted Pri	selling te poss
98	Thomas Select ET Jube Holder, Adult, I-Gel Clasmo	2130-42560	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	CORP.	600-42500	Ş	3.59 1/EA
87.87	Firewine Ospocable Personal Wibes, Firewicks	1063-20763	FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable	Firewipes	FW0207CA	\$ 10.	10,12 12/BX
88	5- Beaded Security Loop Tie Med Seals	1229-038-94-350UE Patient Use, Size 5	LarySeal Clear Laryngeal Mask Airway, Med Grade PVC, Single Patient Use, Size 5	OTHER MANUFACTURER	329-038-94-350UE \$		6.48 1VEA
68 68	Shußee Waterproof Shoe Cover, Boot Covers/Bootles	290900XX	Cura plex Personal Protection Kit w/Coveralis, 2XL	CURAPLEX BY BOUND TREE	290900XX	\$ 23.	23.89 1/EA
06	Duponi, Tyrek Disposable Coverall with Hond and Boots 5-X1, Body Recovery Sult XXb	Mo BID	Mot Bidding on This from	RoBld	Me BR	No Bid	No Bid
91 91	Dupont-Tyrek Disposable Coverall with Hood and Boots 4-XL, Body Recovery Suit 4XL	TY12754XL	Tyvek Coverall, Hood, Elastic Wrist and Ankles, Zippered Front, 4XLG BUNZL/R3 CHICAGO	BUNZUR3 CHICAGO	31710490	\$ 188	188.00 25/CS
92 92	Dupont-Tyvek Disposable Coverall with Hood and Boots 3-XL, Body Recovery Suit 3XL	TY12753XL	Tyvek Coverall, Hood, Elastic Wrist and Ankles, Zippered Front, 3XLG BUNZL/R3 CHICAGO	BUNZL/R3 CHICAGO	31710489	\$ 178	178.00 25/CS
631633	Oupont-Tyrek Disposable Coverall with Hood and Boots 2-XL, Body Recovery Suit 2XL	TY12752XL	Tyvek Coverall, Hood, Elastic Wrist and Ankles, Zippesed Front, 2XIG BUNZL/R3 CHICAGO	BUNZL/R3 CHICAGO	31710488	\$ 168	168.00 25/CS
56	Life Guard-Multi Purpose Household Gloves - Park – Xt., Body Recovery Gloves XI.	15008	Innovative Surgical Gloves, Sterile, Nitrile, Powder Free, Size 7.5	INNOVATIVE	135750	0 8	0.80 1/PR
95	Life Guard-Multi Purpose Household Gloves - Pack - Large, Body Recovery Gloves Lz	15009	Innovative Surgical Gloves, Sterile, Nitrile, Powder Free, Size 8.0	INNOVATIVE	135800	2	0.80 1/PR
96 96	NOSA Nose Plugs. Nose Plugs	3460-01050	Scented Nose Plug. Menthol So/bx	TRI-TECH FORENSICS INC.	NOSA-50	\$ 52	52.98 SD/BX



MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

GRANT LARSON, CHAIRMAN

CITY OF FARGO ND CARES PROGRAM

DATE:

JULY 1, 2020

RE:

CITY OF FARGO ND CARES VETERAN PROGRAM,

APPROVAL OF A \$2,500 COVID-19 STIMULUS GRANT FROM

THE BOB WOODRUFF FOUNDATION

On behalf of the City of Fargo ND Cares Veteran's Program, I would like to request Commission approval to receive a \$2,500 COVID-19 Stimulus Grant from the Bob Woodruff Foundation.

These funds were awarded to the Fargo ND Cares Program based on the emergent expenses veterans are facing as a result of the COVID-19 pandemic.

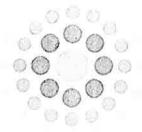
These funds do not have a matching requirement from the City of Fargo.

As the Chairman for the COF ND Cares Program, please contact me directly if you have any questions (701) 241-1388.

Suggested Motion: Move to approve the \$2,500 COVID-19 Stimulus Grant awarded by the Bob Woodruff Foundation.

GL

Enclosure



Investing in the Next Chapter for Our Veterans

ROS WE DON'T BE DUNCTION

Dear Grant,

The Bob Woodruff Foundation (BWF) is pleased to provide North Dakota Cares - Fargo, North Dakota with a stimulus grant of \$ 2,500.00 to recognize and support your effort as a Local Partner in addressing the impact of COVID-19 on the veterans you serve. This grant is possible in part because of a partnership between the National Football League (NFL) and BWF.

Please review the information in this agreement, ensure that an authorized signatory of your organization signs a copy of this letter, then upload the document to the <u>BWF Grants Management System</u> using the following login information:

Username: Grant.Larson Password: Larson2020!

Please complete these steps by July 2, 2020.

By uploading this signed letter, you accept the terms outlined in this agreement and acknowledge that this letter represents a contract between the Bob Woodruff Foundation and North Dakota Cares - Fargo, North Dakota. Upon receipt of your signed letter and appropriate financial information, BWF will issue your stimulus grant.

Please return to the BWF grants management system not later than September 1, 2020 to answer brief questions regarding how the funds were used and how many veterans, service members, and their families and/or caregivers the funds helped your organization serve.

If you choose to acknowledge this BWF grant in your social media please use the following language: We're proud to partner with NVI, supporting veterans and their families where they live and work. Our thanks to the Bob Woodruff Foundation and the NFL for the Local Partner stimulus grant to help us continue our important efforts during this time of even greater need.

Any use of the Bob Woodruff Foundation name or logo on digital or print materials including, but not limited to, invitations, press release, signage, and collateral, must be approved by BWF in advance of any electronic or print distribution. All approvals must be sent to katherine.cook@bobwoodrufffoundation.org with at least 72 business hours of lead time. We reserve the right to request the removal of our logo from program or organizational materials at the conclusion of the grant.

Congratulations! Thank you for what you do each and every day in support of those we all are honored to serve.

Sincerely,

Anne Marie Dougherty

Chief Executive Officer, Bob Woodruff Foundation

Name: Grant J. Larran

ritle: Fargo My Cares, Chairman

olgi lature.

Date:



Fargo Cass Public Health

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





MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

DESI FLEMING

DIRECTOR OF PUBLIC HEALTH

DATE:

JULY 8, 2020

RE:

EXTENSION FOR SHELTER MANAGER CONTRACT

PAYMENT OF \$1000 PER DAY

The attached contract is for the service agreement for the shelter manager first extension. All of the terms of the contract remain in effect and will include the payment of \$1000 per day as in the contract.

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 first extension for Service Agreement for Shelter Manager.

DF/lls Enclosures

CONTRACT EXTENSION

CONTRACT: Service Agreement for Shelter Manager

EXTENSION NUMBER: 1

Extension to 15 April 2020 Contract between the State of North Dakota, acting through the North Dakota Department of Emergency Services and North Dakota Department of Human Services (STATE) and Fargo Cass Public Health (Vendor)

The parties agree to renew said contract to 30 June 2020 under the same terms and conditions. The parties waive the 30-day notice requirement for this renewal.

All other terms of the Contract remain in effect, to include the payment of \$1,000 per day as stated in the contract.

This Contract Extension is not effective until fully executed by all parties.

EXECUTION

CONTRACTOR NAME Fargo Cass Public Health
SIGNATURE SIGNATURE TITLE - Public Health Director
TITLE – Public Health Director
DATE 07/08/2020
CONTRACTOR NAME – Fargo Cass Public Health
SIGNATURE
TITLE – City of Fargo Mayor
DATE
STATE OF NORTH DAKOTA acting through its North Dakota Department of Emergency Services
SIGNATURE
TITLE - Director of Homeland Security
DATE
STATE OF NORTH DAKOTA acting through its North Dakota Human Services
SIGNATURE
TITLE - Director
DATE



Fargo Cass Public Health

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





MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

DESI FLEMING

DIRECTOR OF PUBLIC HEALTH

DATE:

JULY 8, 2020

RE:

CONTRACT FOR SIGNATURE

KINDRED PUBLIC SCHOOL \$37,643.18

The attached contract with Kindred for \$37,643.18 are for nursing services for the 2020-2021 school year.

No budget adjustments are required for these contracts.

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

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

DF/IIs Enclosures

PURCHASE OF SERVICE AGREEMENT KINDRED PUBLIC SCHOOL DISTRICT



Whereas the Kindred 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. Kindred Public School District has requested an increase in school nursing hours over the original 27 hours per week agreement. Therefore, Kindred Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 27 hours per week, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 27 hours with salary and benefits will be billed at \$36.88.

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 information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are not 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	KINDRED PUBLIC SCHOOL DISTRICT				
TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO	Steven Hall SIGNATURE AGENCY REPRESENTATIVE				
DATE	Superintendent TITLE				
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH	June 9, 2020				
1/8/2020					

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN KINDRED 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 Kindred 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

KINDRED SCHOOL DISTRICT	
PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
27 RN HOURS /WEEK X 35 WEEKS AT \$43.50 /HOUR	\$41,107.50
40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$43.50/HR	\$1,740.00
36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT	\$1,851.84
\$51.44/HOUR	
TOTAL	\$ 44,699.34
7 RN HOURS /WEEK X 35 WEEKS AT \$36.88 AT 100%	\$9,035.60
GRAND TOTAL	\$ 53,734.94
DISTRICT PORTION AT 64 % OF \$44,699.34	\$28,607.58
DISTRICT PORTION AT 100% OF 9,035.60	\$9,035.60
PROVIDER PORTION AT 36% OF \$44,699.34	\$16,091.76
TOTAL FOR DISTRICT OF AMOUNT AT 64%	\$28,607.58
TOTAL FOR DISTRICT OF AMOUNT AT 100%	\$ 9,035.60
11 11 11	

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 no 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





MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

DESI FLEMING

DIRECTOR OF PUBLIC HEALTH

DATE:

JULY 8, 2020

RE:

NOTICE GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF

HEALTH FOR INCREASING IMMUNIZATION RATES FOR LOCAL PUBLIC HEALTH UNITS FOR \$72,895 GRANT NUMBER G19.875.

CFDA 93.268

The following Notice of Grant Award for \$72,895 from the North Dakota Department of Health is for increasing immunization rates for local public health units

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

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

DF/IIs Enclosure



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

FAIN Number MR23IP322623 Forgarm IR8D Forgar	Grant Number		CFDA Name		CFDA Number		
NHZ3P922823	G19.875					93.268	
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 North Dakota Department of Health (NDDoH) Project Code Increasing immunization Rates - LPHU H5311-05 (Pan Flu), H5311-105 (PPHF) Grantee Name Project Director Moly Howli, Immunization Program Manager Address Address Address Address Address Address Address City/State/ZIP Code Fargo, ND 58103 Contact Name Contact Name Desi Fleming Moly Howli, Immunization Program Manager Telephone Number T				- Canina			
Title of Project/Program Increasing Immunization Rates - LPHU HS311-08 (PPHF)		effective and			red until all r	parties have signed this document	
Increasing Immunization Rates - LPHU H5311-06 (Pan Flu), H5311-06 (PPHF) Grantee Name Project Director Molly Howell, Immunization Program Manager Address 1240 25° St 8 2635 East Main Ave., PO Box 5520 Gity/State/ZIP Code City/State/ZIP Code Bismarck, ND 58505-5520 Contact Name Contact Name Contact Name Molly Howell, Immunization Program Manager Telephone Number Telephone Number Telephone Number Tol-241-1360 Dest Fleming Molly Howell, Immunization Program Manager Telephone Number Tol-241-1360 Tol-328-4556 Email Address Email Address Email Address Email Address Email Address Gland State Cost Share Total Costs Name Under State Grantee Cost Share State Sta			Total de la companya				
Project Director Project Director Moly Howell, Immunization Program Manager			- LPHU				
Address Address Address 2635 East Main Ave., PC Box 5520	Grantee Name				4), 1100110	0 (1111)	
1240 25" SLS 2635 East Main Ave., PO Box 5520		Health		Molly Howell, Imm	nunization Pr	rogram Manager	
City/State/ZIP Code City/State/ZIP Code Parago, ND 5806-5520 Contact Name					vo PO Rov	5520	
Bismarck, ND 58503 Bismarck, ND 58506-5520		e				0320	
Contact Name Molly Howell, Immunization Program Manager Tolesphone Number Tolesphone	Fargo, ND 58103						
Telephone Number 701-324-1360 Email Address				Contact Name			
Tot-324-1366 Email Address dfleming@fargond.gov NDDH Cost Share Grantee Cost Share Total Costs						ogram Manager	
Email Address defleming@fargond.gov Reporting Funds Awarded \$72,895 \$0.00 \$0.00		r			er		
NDDoH Cost Share Srane Srane State S							
Amount Awarded \$72,895 \$0.00 \$72,895 Previous Funds Awarded \$0.00 \$0.00 \$0.00 \$0.00 Total Funds Awarded \$72,895 \$0.00 \$72,895 Indirect Rate Check One) \$20 Subrecipient waived indirect costs Check One) \$20 Subrecipient waived indirect costs Costs Cope of Service: See the attached Scope of Service Document. Required activities are in red. Reporting Requirements: Quarterly Activity Reports are required to be electronically submitted in the Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently along with requests for reimbursement in PRS. A required immunization activity reports must be submitted more frequently along with requests for reimbursement in PRS. A required immunization activity reports and reimbursement period ending June 30, 2021 must be received by July 15, 2021. Special Conditions: Financial obligation of the Department is contingent upon funds being made available by the U.S. Department of Health and Human Services. 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. Non-allowable expenses include: promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 20, 45 CFR Part 75, IHBS Grants Policy Statement. This Notice of Grant Awards 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 signature Date Signature Typed Name/Title of Authorized Representative Evidence of Publi	dfleming@fargond.	gov		mahowell@nd.gov	V		
Previous Funds Awarded \$0.00 \$0.00 \$0.00 \$0.00 \$72,895 Indirect Rate [Check One] Subrecipient waived indirect costs Subrecipient Subrecipi			NDDoH Cost Share	Grantee Cost	Share	Total Costs	
Total Funds Awarded \$72,895 Indirect Rate (Check One) Subrecipient waived indirect costs Scope of Service: See the attached Scope of Service Document. Required activities are in red. Reporting Requirements: Quarterly Activity Reports are required to be electronically submitted in the Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. If requesting reimbursement mere frequently than quarterly than quarterly activity reports and reimbursement requests in PRS. If requesting reimbursement in PRS. A required immunization activity reports must be submitted more frequently along with requests for reimbursement in PRS. A required immunization activity reports must be submitted more frequently along with requests for reimbursement in PRS. A required immunization activity reports must be submitted more frequently along with requests for reimbursement in PRS. A required immunization activity reports and the period ending June 30, 2021 must be received by July 15, 2021. Special Conditions: Financial obligation of the Department is contingent upon funds being made available by the U.S. Department of Health and Human Services. The Department will send notification to the Grantee when the restriction has been lifted. This notification services as official documentation and should be filled with the Notice of Grant Award of codoumentation. Non-allowable expenses include: promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75, HHS Grants Policy Statement. 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						\$72,895	
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Desi Fleming, Director of Public Health Note Signature Date Signature Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo If attachments are referenced, they must be returned with the signed award.	1/8/2020	Dest	Jemino	Date	Signature		
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Typed Name/Title of Authorized Representative Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo Brenda M. Weisz, Chief Financial Officer If attachments are referenced, they must be returned with the signed award.	Date					54.641	
Timothy J. Mahoney, Mayor, City of Fargo Brenda M. Weisz, Chief Financial Officer If attachments are referenced, they must be returned with the signed award.				Dato	Oignature		
If attachments are referenced, they must be returned with the signed award.	Typed Name/Title o	f Authorized	Representative	Typed Name/Title of Authorized Representative			
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.	Timothy J. Mahoney			Brenda M. Weisz, Chief Financial Officer			
		If at If you did not	tachments are referenced, they mu t receive attachments as indicated.	ust be returned with contact the Progran	the signed a n Director ide	ward. entified above.	



Fargo Cass Public Health

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





MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

DESI FLEMING

DIRECTOR OF PUBLIC HEALTH

DATE:

JULY 1, 2020

RE:

AGREEMENT WITH UPPER MISSOURI DISTRICT HEALTH UNIT

FOR STATEWIDE TOBACCO PREVENTION PUBLIC

EDUCATION CAMPAIGN FOR \$110,000

The attached contract with Upper Missouri District Health Unit is for the Statewide Tobacco Prevention Public Education Campaign. The ND Department of Health requires a pass-through of a portion of the FCPH Tobacco Grant to Upper Missouri Health District. The Tobacco Grant was approved on June 15, 2020.

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 with Upper Missouri District Health Unit.

DF/IIs Enclosure

Date

Agreement

STATEWIDE TOBACCO PREVENTION PUBLIC EDUCATION CAMPAIGN

Fargo Cass Public Health (local public health unit) agrees to contribute to the Statewide Tobacco Prevention Public Education Campaign beginning July 1, 2020 and ending June 30, 2021. The local health unit recognizes Upper Missouri District Health Unit as the fiscal agent for the NDPETF and agrees to pay the following lump sum to UMDHU:

The local health unit will receive periodic updates upon the progress of the statewide education campaign.

\$110,000.00

	gh NDPETF to the local health unit upon its completion
Desi Fleming, Director of Public Health	Javayne Oyloe, Executive Officer
Fargo Cass Public Health	Upper Missouri District Health Unit
1/1/2020	t:
Date	Date
Timothy J. Mahoney, Mayor City of Fargo	

PETF Contribution July 1, 2020 June 30, 2021



Planning & Development

225 4th Street North Fargo, ND 58102

Office: 701.241.1474 | Fax: 701.241.1526

Email: planning@FargoND.gov www.FargoND.gov

2

MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR TO

NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE:

JULY 13, 2020

RE:

APPROVE PROPOSED AMENDMENT TO COMMUNITY DEVELOPMENT

BLOCK GRANT (CDBG) PROGRAM 2018 ACTION PLAN

Staff requests the approval of the following Community Development Block Grant (CDBG) actions:

Revised project budget for activity under the previously approved 2018 Action Plan, CDBG Gladys Ray Emergency Homeless Shelter Facility Improvements or Relocation Project: Budget increased from \$150,000 to \$250,000 (addition of \$100,000) to match contractor quotes received for facility improvements. \$50,000 reallocated from 2018 Action Plan Slum & Blight Abatement/Hazardous Property Clearance project; \$50,000 reallocated from 2019 Action Plan Affordable Housing Development project.

The proposed amendment is in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG program. The following actions were completed as required by the City of Fargo's Citizen Participation Plan:

Public Advertisement Published	June 2, 2020
30-Day Public Comment Period Begins	June 3, 2020
Provided Information to the Community Development Committee	June 9, 2020
30-Day Public Comment Period Ends	July 2, 2020
Public Hearing at City Commission Meeting	June 15, 2020

No public comments were received. The proposed amendment is detailed in the attached public notice.

Recommended Motion: Approve proposed amendment to Community Development Block Grant (CDBG) 2018 Action Plan.

RESOLUTION APPROVING AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2018 ACTION PLAN

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, in compliance with federal regulations, the City of Fargo has amended its CDBG 2018 Action Plan to increase the facility improvements project budget to cover full scope of work and lowest contractor bid; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the amendment, a public hearing, and a 30-day public comment period.

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 submit the amended plan to HUD and enter into and execute contracts and other documents as necessary to effectuate activities identified in the revised plan.

CERTIFICATE

STATE OF NORTH DAKOTA)) ss.
COUNTY OF CASS)
I, Timothy J. Mahoney, the Fargo, North Dakota; and	he duly elected, qualified and acting Mayor of the City o
I, Steven Sprague, the City of Fargo, North Dakota,	duly appointed, qualified and acting City Auditor of the
DO HEREBY CERTIFY:	
the whole thereof approving the for the Community Developme foregoing Resolution; which I Commissioners of the City of I July 13, 2020 at which Regula adoption of the Resolution; and That such Resolution is	full, true and correct copy of the original Resolution, and the amendments to the City of Fargo's 2018 Action Planent Block Grant (CDBG) program as described in the Resolution was duly adopted by the Board of City Fargo, North Dakota, at the meeting of the Board held ar Meeting all members present voted in favor of the sound not
(SEAL)	
	Timothy J. Mahoney, Mayor of the City of Fargo, North Dakota
ATTEST:	
Steven Sprague, City Auditor	
appeared Timothy J. Mahoney, Dakota, and Steven Sprague, C	, 2020, before me,, a ss County, in the State of North Dakota, personally known to me to be the Mayor of the City of Fargo, North City Auditor of the City of Fargo, a municipal corporation North Dakota, and they acknowledged to me that they ent.

Notary Public, Cass County, North Dakota



	City of Far Staff Repo				
Title:	Corwin 2 nd Addition	Date: Update:	4/28/2020 7/8/2020		
Location:	222 40th Street S & 301 38th Street S	Statt Contact: Aaron Neison			
Legal Description:	Lots 1 and 2, Block 1, Corwin	Lots 1 and 2, Block 1, Corwin Addition			
Owner(s)/Applicant:	Tim Corwin Family, LTD Partnership & Corwin Holdings, In./Brian Pattengale Engineer: Houston Engineering				
Entitlements	Minor Subdivision (Replat of Lots 1 and 2, Block 1, Corwin Addition to the				
Requested:	City of Fargo, Cass County, No	City of Fargo, Cass County, North Dakota)			
Status:	City Commission: July 13, 2020				

Existing	Prop	osed
Land Use: Retail Sales & Services and Vehicle Repair	Land	Use: No change
Zoning: LI, Limited Industrial	Zonin	g: No change
Uses Allowed: LI – Limited Industrial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.	Uses	Allowed: No change
Maximum Density: Maximum 85% building	Maxin	num Density: No change
coverage	1	

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Corwin 2nd Addition** which is a replat of Lots 1 and 2, Block 1, Corwin Addition to the City of Fargo, Cass County, North Dakota.

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: LI & GC with Retail Sales & Services and Vehicle Repair
- East: LI & GC with Retail Sales & Services, Vehicle Repair, and Interstate 29
- South: LI & GC with Retail Sales & Services and Vehicle Repair
- West: LI & GC with Retail Sales & Services and Vehicle Repair

Area Plans:

The subject property is not included within any area plans or neighborhood plans.

Schools and Parks:

Schools: The subject property is located within the West Fargo School District and is served by L. E. Berger Elementary, Cheney Middle and West Fargo High schools.

Neighborhood: The subject property is located within the Village West neighborhood.

Parks: The subject property is located approximately $\frac{3}{4}$ mile northeast of the Village West dog Park (4415 9 Avenue Cir S) and $\frac{3}{4}$ mile west of the Metro Rec Center (3110 Main Ave).

Pedestrian / Bicycle: There is standard sidewalk within the adjacent right-of-way and 40th Street S is a bike route, having a street shoulder of 4+ feet in width.

Staff Analysis:

The subdivision will replat the two existing lots into a different configuration, so that Lot 2 (addressed at 301 38th Street S), will absorb a portion of Lot 1 (addressed at 222 40th Street S), which currently contains a small accessory car wash building.

The street access and utility connections that are in place on the current lots will not change.

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. All of the properties within this plat are currently within the LI, Limited Industrial zoning district. 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 received one inquiry from the public regarding this property, with no objection. 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 to approve the proposed **Corwin 2nd Addition** subdivision plat, as presented, as the proposal complies with the Go2030 Plan, Standards of Article 20-06, and all other applicable requirements of the LDC."

Planning Commission Recommendation: May 5, 2020

On May 5, 2020, with a vote of 8-0 with 2 commissioners absent, the Planning Commission recommended approval to the City Commission of the proposed **Corwin 2nd Addition** subdivision plat, as presented, as the proposal complies with the Go2030 Plan, Standards of Article 20-06, and all other applicable requirements of the LDC."

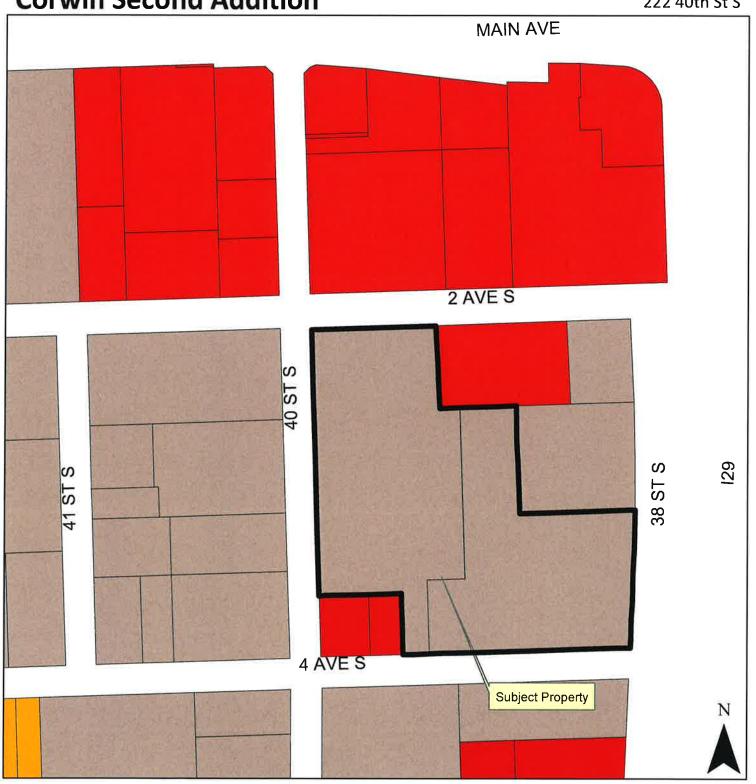
Attachments:

- 1. Zoning Map
- 2. Location Map
- 3. Subdivision Plat

Plat (Minor)

Corwin Second Addition

301 38th St S 222 40th St S



200





Fargo Planning Commission
Feet April 7, 2020

Plat (Minor)

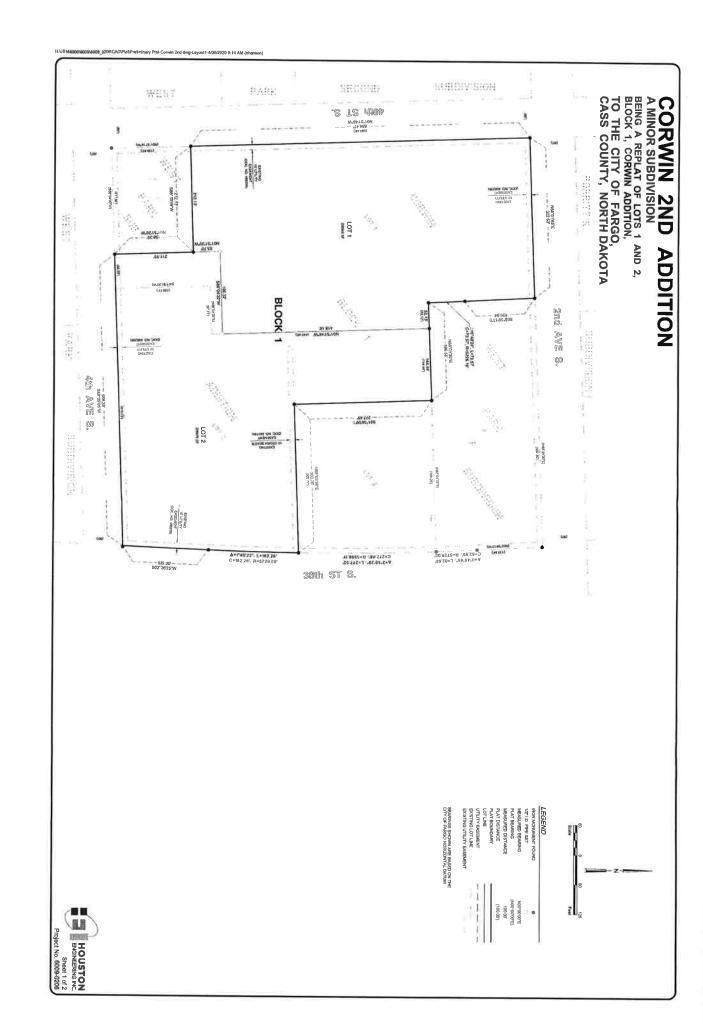
Corwin Second Addition

301 38th St S 222 40th St S



200





HOUSTON ENGINEERING INC. Sheet 2 of 2 Project No. 6009-0206 BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, CORWIN ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA And thel seld perfies have caused the sume to be surveyed and re-pleited as CORWIN 2ND ADDITION to the City of Fergo, Cass County, North Dakoto Krow all persons by these presents: that Cowin Holdings, Inc. is the owner and proprietor of Lot 1, and Tim Cowin Family Limited Partnership is the owner and proprietor of Lot 2, and Tim Cowin Family Limited Partnership is the owner and proprietor of Lot 2, and in Block 1, Cowin Addison, in the City of Fergo, Case County, North Delicota, being more particularly described as follows: OWNER'S CERTIFICATE AND DEDICATION: Said tract of land contains 10.739 ACRES, more or less, Lot 1 and Lot 2. Block 1, Corwin Addition to the City of Fargo, Cass County, North Dakota A MINOR SUBDIVISION CORWIN 2ND **ADDITION** County of Cass State of North Dakota FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and ordered filed this Timothy J. Mahoney, Mayor FARGO PLANIANS COMMISSION APPROVAL
Approved by the City of Fargo Planning Commission this 5th day of Niey 50.26 Brenda E. Demig, City Engineer Approved by the Fergo City Engineer this Dated this 30 day of APR L SUPRIFECATES CERTIFICATE:

Louris A. Starphol. Professional Land Surveyor under the times of the State of

KNMT Datton. As Starphol. Professional Land Surveyor under the times of the State of

KNMT Datton. As the many certify that the pair is a true and correct representation

of the survey of add sub-risk door, that the monumenta for the puddings of full-risk

surveys have been bicated or placed in its ground as shown. Professional Land Surveyor No. 4723 Tim Corwin Family Limited Partnership (Owner of proposed Lot 2, Block 1) Dan Wisse, Secretary Treasurer OWNERS: Corwin Holdings, Inc. (Owner of proposed Lot 1, Block 1) Steven Sprague, City Auditor int a Strayton 20 20 On this day of 30 before the personally exposed theretally exposed theretall to personally exposed theretall to permit, Faripto City Englands, retreats to make the day to the person with its described in and who executed the security within instrument and acknowledged to me that the exposed the same as her fine act and deed. Notary Public W Conde Willy On this 15th cary of 10 th cary of 20 th shore me personally appeared both Guinelmen, Chair, Fago Plenning Cummiston, thom to me to be the person who is described in and also accasised the within instrument, and and undersondersject on me that he averaged the same on behalf of the Fago Parming Commission. County of Cass State of North Dekota On this 12th day of 14th 2016 2025 before the personality appeared Cortis A. Starpton Professional Land Striveyor, known to ten to be the pression who is despited in and who personaled the within restrained, and administrating of the service as his fire set and deserviced point in the set and deserviced the same as his fire Notary Public. County of Case County of Cass County of Cass

On this 11 day of 14 day 2 14 day 2 20 0 before ma personally accessive Day Water. Secretary Treasurer of Connin Hodring, Inc., Levens to me to be the person who is depended an mark the county day with infall-tened and accumulation that the executed the same as his free and and depend State of North Dakota State of North Dakota Notary Public County of Cass State of North Dakota Netwy Poblic State of North Dakota BMK

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		•	of Far		
Title:	South Forty at Osgood Addition		hird	Date: Updated:	5/28/2020 7/9/2020
Location:	5012-5076 53rd Street South and 5044-5256 50th Avenue South			Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 6, Block 3, South F	or	ty at 0	Osgood Second A	ddition
Owner(s)/Applicant:	Linn Grove Center/End Development	cla	ve	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (re Second Addition)				uth Forty at Osgood
Status:	City Commission Publ	ic I	-learir	ng: July 13, 2020	
Existing			Prop	oosed	
Land Use: Commercial a	and Undeveloped		Land Use: Commercial		
Zoning: GC, General Co	mmercial		Zoning: No change		
Uses Allowed: GC - Ge	neral Commercial.		Uses Allowed: No change		
Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events with Conditional Overlay Ordinance No. 4615 for development standards and conditional use permit for industrial uses in the GC, General Commercial zone.					
Maximum Building Cov	erage: 85%		Max	imum Building C	overage: No change
Proposal:		-			

Proposal:

The applicant requests one entitlement:

1. A minor subdivision entitled **South Forty at Osgood Third Addition**, which is a replat of Lot 6, Block 3, South Forty at Osgood Second Addition

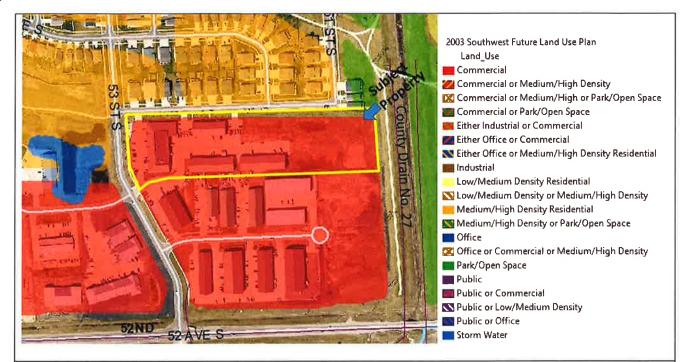
Surrounding Land Uses and Zoning Districts:

- North: SR-4, Single-Dwelling Residential with twinhomes
- East: AG, Agricultural with County Drain 27
- South: GC with commercial uses
- West: GC with commercial uses; P/I, Public/Institutional with Osgood Park

Area Plans:

The subject property is included in the 2003 Southwest Future Land Use Plan, which designates the property as "Commercial." The existing zoning is GC, General Commercial, which is included in the "Commercial" land use designation. No zone change is proposed.

(continued on next page)



Schools and Parks:

Schools: The subject property is located within the West Fargo School District, specifically within the Osgood Elementary, Liberty Middle and Sheyenne High schools.

Neighborhood: The subject property is located in the Osgood neighborhood.

Parks: The subject property is located across 53rd Street South from Osgood Park (4951 47th Street South), which offers the amenities of basketball court; soccer and multipurpose fields; picnic table; grill; shelter; disc golf; recreational trails; and playgrounds for ages 2-5 and 5-12.

Pedestrian / Bicycle: A 10-foot wide multi-use path that is a component of the metro area trail system is located in the Southeast Cass Water Resources District property adjacent to the east of the subject property.

Staff Analysis:

PROJECT HISTORY: The applicant proposes to divide the existing lot into two lots. The area of proposed Lot 1 is mostly developed with small commercial and industrial uses. The area of proposed Lot 2 is, at this time, mostly undeveloped.

ZONING: No change to the current General Commercial zoning is proposed. The property is also covered by a conditional overlay (C-O), Ordinance No. 4615; and a conditional use permit (CUP) for industrial use in the GC, General Commercial zone. These C-O and CUP will continue in effect for both lots.

PLAT: The plat will create two lots in one block.

PUBLIC WATER and SEWER: Public water and sewer will be provided in the dedicated public streets.

DRAIN DEDICATION: Pursuant to Land Development Code (LDC) Section 20-0610.F, the plat depicts the required notation and delineation of an area 175 feet from the centerline of a legal drain (County Drain 27, in this case). The applicant is required to dedicate this areas to the public for purposes of such drain., Only approximately 32 feet of this dedication is actually on the subject property. No waiver of drain setback is requested.

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.

NOTE ON APPROVAL MOTION: Note that the approval motion makes the approval contingent on

- 1. technical review:
- 2. applicant completing any required revisions of the plat; and
- 3. final approval of the City Engineer.

Staff rarely recommends conditional approvals. In this case, the conditional approval is recommended due to some timing complications in the review process that this project encountered. The City Commission need not take any further action once the contingent approval motion is approved. Staff will verify compliance with the contingencies and record the plat when the contingencies have been met.

FINDINGS

Minor Subdivision

The LDC stipulates that the following criteria is 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 2003 Southwest Future Land Use Plan designates the land use on the subject property as "Commercial," which includes the current GC, General Commercial zoning district. No zone change is proposed. The GC zoning will accommodate the existing and proposed development. The existing conditional overlay and conditional use permit will carry through to this plat, as noted above. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received two inquiries. 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 20-907.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 move to approve the proposed plat of the **South Forty at Osgood Third Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2003 Southwest Future Land Use Plan, Standards of Article 20-06 and all other applicable requirements of the LDC, **contingent on 1**) technical review 2) applicant completing any required revisions of the plat and 3) final approval of the City Engineer."

Planning Commission Recommendation: June 2, 2020

On June 2, 2002, by a vote of 6-0 with four Commissioners absent and one seat vacant, the Planning Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed plat of the **South Forty at Osgood Third Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2003 Southwest Future Land Use Plan, 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)

South 40 at Osgood Third Addition 5044, 5136, 5220 & 5256 50th Ave S 5012, 5052, 5060, 5068 & 5076 53rd St S



300





Fargo Planning Commission
June 2, 2020

Plat (Minor)

5044, 5136, 5220 & 5256 50th Ave S





Fargo Planning Commission June 2, 2020

Feet

300

SOUTH FORTY

TO THE CITY OF FARCO, A REPLAT OF LOT 6, BLOCK 3, SOUTH FORTY AT OSCOOD SECOND ADDITION TO THE CITY OF FARCO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)

CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this

FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and ordered filed

Tmothy J. Mahoney, Mayor

Notary Public: Banda K Ball

SERVENCAS CERTIFICATE AND ACKNOWLEDGEMENT:
Locates A religion formational and Serveyor order the served the Sales of North Chalas, do haveby outly that the paid is a time and commod representation of the salesy of sale subdivious that he modification as the product of the salesy of salesy to the salesy of salesy to the salesy of salesy of the salesy of the salesy of salesy of salesy of the salesy of s

Steven Sprague, City Auditor

County of Cass

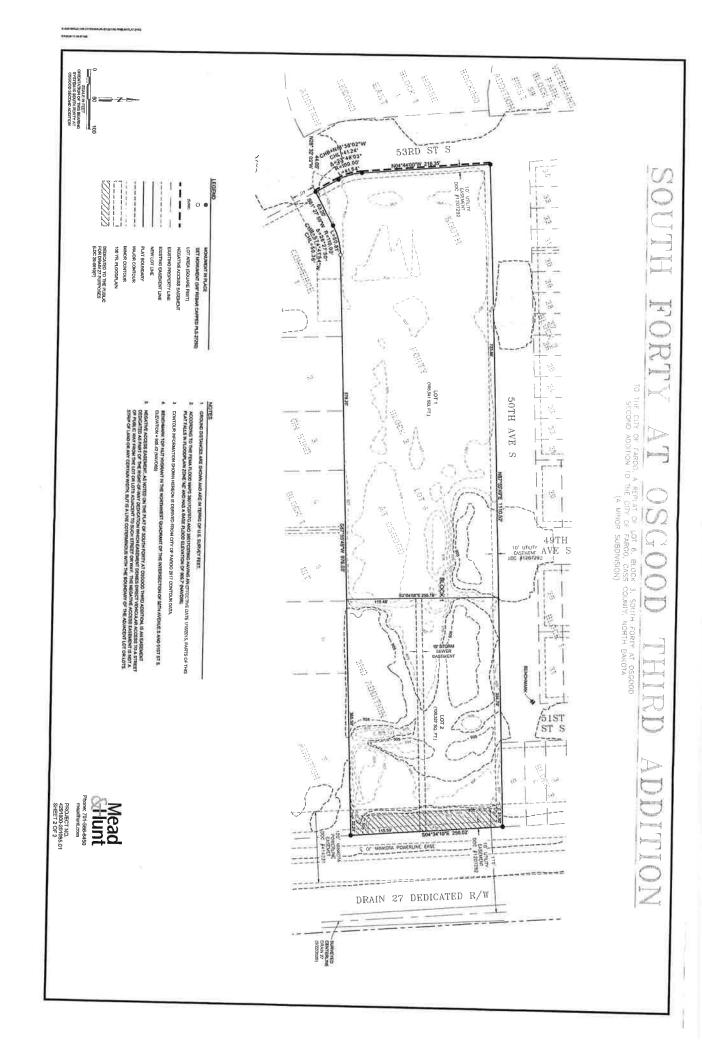
State of North Dekota

County of Cass State of North Dakota

gpeared Joshua J. Nelton, Professional Land Surveyor, known to me to be the nowledged to me that he executed the same as his tree act and deed.

ted this 300 day of June

Mead
Hunt
Phone: 701-568-6450
meadhunt.com
PROJECT NO.
4291800-2010950
SHEET 1 OF 2







<u>MEMORANDUM</u>

TO:

BOARD OF CITY COMMISSIONERS

FROM:

JIM GILMOUR, STRATEGIC PLANNING DIRECTOR

DATE:

JULY 7, 2020

SUBJECT: 5th STREET NORTH RECONSTRUCTION FOR MERCANTILE

The public private partnership for the construction of the Mercantile Parking Garage provided for the City of Fargo to pay for the reconstruction of the west side of 5th Street North as part of the parking garage cost. The reconstruction is necessary because portions of the parking garage extend onto a portion of the previous sidewalk and street.

At the time plans for the parking garage were approved, detailed plans and specifications for the west side of 5th Street North had not been completed or approved by City Engineering. Detailed cost estimates were not possible until the design was complete; however, the estimated cost was \$115,000.

The design is now complete and a more extensive reconstruction is needed to meet engineering requirements. The cost will be about \$207,569.

The Engineering Department has reviewed the plans with the Public Works Projects Evaluation Committee (PWPEC). Engineering staff and PWPEC recommend approval of the design for 5th Street North and the Report of Action from PWPEC is attached.

Recommended Motion

Concur with the recommendations of the Public Works Project Evaluation Committee and approve the design for the reconstruction of 5th Street North.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project: Type: 5th Street Paving Project

Location: Mercantile Parking Ramp Date of Hearing: 6/22/2020

Routing Date
City Commission
PWPEC File X
Project File Jim Gilmour

The Committee reviewed the accompanying correspondence from Jim Gilmour, Strategic Planning Director, in reference to the public private partnership between the City of Fargo and Mercantile, which is building a mixed use development including a City-owned parking garage and private development of apartments with main floor commercial space. Kilbourne Group is the developer of the project.

The City of Fargo is financing the parking garage and has agreed to pay for reconstruction of the western edge of 5th Street North from the budget for the parking garage.

At the time of the Development Agreement, the design was not completed and the cost was only estimated. The budgeted amount for the work was \$115,000. A more extensive reconstruction was needed and the cost will be about \$207,569. The additional cost will come from the parking garage budget.

Staff is recommending approval of the design for the reconstruction of 5th Street.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to approve the design for the reconstruction of 5th Street upon approval by the City Engineer.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the design for the reconstruction of 5th Street.

PROJECT FINANCING INFORMATION: Recommended source of funding for project:	
Developer meets City policy for payment of delinquent specials	<u>Yes No</u> N/A
Agreement for payment of specials required of developer	N/A
Letter of Credit required (per policy approved 5-28-13)	N/A

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:

C: Kristi Olson

COMMITTEE

Present	Yes	No	Unanimous
			N.
I	7	1	
V	V	1	
V	V		
V	~	1	
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V	V		
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	21		

Brenda E. Derrig, P.E.

City Engineer



PUBLIC WORKS OPERATIONS

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



July 1, 2020

The Honorable Board of City Commissioners City of Fargo Fargo, ND 58102

RE: Aldevron L.L.C. Land Use Agreement

Commissioners:

Enclosed please find a seven month Land Use Agreement between Aldevron L.L.C. and the City of Fargo. Recently, Mr. Steve Gehrtz, with Gehrtz Construction Services, contacted me about using a portion of the city owned snow storage lot located at 3949 40th Avenue South. Mr. Gehrtz explained that as part of the construction of the Aldevron addition, parking had become limited. In order to limit the number of vehicles parked on the street, he inquired about using the city's snow storage site for daily parking. The space requested is only used for snow storage in the winter months and the requested use would have no impact on city operations.

The City Attorney's office has reviewed the enclosed Land Use Agreement and at this time, we are ready to move forward with commission authorization.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Land Use Agreement with Aldevron L.L.C.

Respectfully submitted,

Benjamin Dow

Director of Operations

LAND USE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Fargo, North Dakota, a North Dakota municipal corporation, 225 North 4th Street, Fargo, North Dakota 58102 (hereinafter referred to as "Owner"), and Aldevron, L.L.C., a North Dakota limited liability company, 4055 41st Avenue South, Fargo, ND 58104 (hereinafter referred to as "Permittee");

RECITATIONS:

- A. Owner is the owner of certain real property located at 3949 40th Avenue S., Fargo, ND 58104 in Fargo, North Dakota (hereinafter referred to as the "Premises").
- B. Permittee wishes to use a portion of the Premises for purposes of temporary vehicle parking.
- C. Owner is willing to allow Permittee access to the Premises for the stated purpose under terms and conditions hereinafter set forth in this agreement.

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

- 1. <u>Premises.</u> The property which is the subject of this agreement.
- 2. <u>Use of Premises.</u> Permittee shall have the non-exclusive use and occupancy of the Premises for temporary vehicle parking, and for no other purpose. Permittee's use and occupancy of that portion of the Premises shall not unreasonably interfere with the Owner's use and occupancy of the Premises for any lawful purpose.
- 3. <u>Term of Agreement.</u> This agreement shall be for the initial period of five (7) months commencing on June 1, 2020 and continuing thereafter through December 31, 2020.
- 4. <u>Termination of Agreement.</u> This agreement may be terminable at will by either party after giving five (5) days written notice to the other party.
- 5. <u>Maintenance of the Premises.</u> Permittee shall, at its sole expense, keep and maintain such portion of the Premises occupied and used by Permittee in a clean, safe, and sanitary condition, and in compliance with all applicable laws and regulations. Permittee's obligations hereunder shall include, but not be limited to, the maintenance and repair of the lot surface, and other requirements incident to use.
- 6. <u>Alterations and Additions.</u> Permittee shall not construct any structures on the Premises, or make any changes thereto, without the express written consent of Owner.
 - 7. <u>Taxes.</u> Owner shall pay all real estate taxes on the Premises.
- 8. <u>Surrender of Premises.</u> At the end of the term of this agreement and any written renewals and extensions thereof, signed and agreed to by both parties, Permittee shall surrender the Premises to Owner in as good a condition as at the commencement of this agreement.

- 9. <u>Covenant to Hold Harmless.</u> Permittee hereby agrees to indemnify and hold Owner harmless from any and all liability for damages to any person or property in and about the Premises, including but not limited to others using the lot surface to the extent Permittee is responsible for the maintenance thereof. Permittee shall provide City a Certificate of Insurance naming the City as an additional insured.
- 10. <u>Assignment and Subletting.</u> Permittee shall use the Premises throughout the entire term hereof, and any extension thereof for the purposes stated herein, and for no other purpose. Permittee shall not be permitted to assign or sublet any portion of the Premises without the express written consent of Owner.
- 11. <u>Garbage and Rubbish Removal.</u> Permittee will be responsible for the removal of all garbage and rubbish generated by Permittee. In connection therewith, Permittee agrees that it will promptly remove all such garbage and rubbish from the Premises.
- 12. <u>Intent of Parties.</u> It is the intent of the parties that Permittee shall be responsible for any and all costs which may be incurred in connection with the occupancy and the utilization of the Premises.
- 13. <u>Construction.</u> This agreement shall be governed and construed under the laws of the State of North Dakota.

DATE:	
	OWNER:
	City of Fargo, North Dakota. A North Dakota municipal corporation
	By:
	Attest:Steven Sprague, City Auditor
DATE: 16 June 2020	

PERMITTEE:

Aldevron, L.L.C., a North Dakota limited liability company,

Its: Director Industrial Project Mant.



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



July 8th, 2020

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

RE: 2021 Fire Aerial Truck Purchase PBC022818 (21)

Commissioners:

On 4/6/2020, the Board of City Commissioners approved item 15, North Dakota Department of Environmental Quality Volkswagen Settlement Rebate Grant Agreement. This provided 50% cost share for the replacement of our 1997 Fire Department ladder truck utilizing the Volkswagen Settlement Rebate Grant.

A cost evaluation process was started in April for the purchase of a new Fire Aerial Truck. Multiple vendors were contacted and proposals evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Sourcewell Cooperative Purchasing agency has Vendor Contract number 022818 (Fire Fighting Apparatus) available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Chief Dirksen, Ben Dow, Lee Soeth and Tanner Smedshammer, determined which proposals met the specifications required. A proposal synapses is attached for your clarification and consideration. It is our recommendation to purchase from Spartan ERV (SPR) using the Sourcewell Buying contract. Funding for this project will be split between the ND-Department of Environmental Quality along with being included in the 2021 Fire Department Vehicle Replacement Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Spartan Fire Aerial Truck thru Sourcewell for the total amount of \$1,264,408.00. Grant award for this project was \$632,000.00.

Respectfully Submitted,

Tanner Smedshammer Fleet Management Specialist







Brandon, SD | Charlotte, MI | Ephrata, PA | Neligh, NE | Snyder, NE

Vendor Contract #022818-SPR

June 30, 2020

City of Fargo Member #48661 637 Np Ave. N Fargo, ND 58102-4916

We are pleased to offer to you a Spartan/Smeal 100' Platform though the Sourcewell contract based on the provided specifications and drawings.

MSRP - Category YA-11 with Options & Changes	\$1,319,309.00
Sourcewell Discount	(\$67,969.00)
Discount Percentage	5.15%
Pre-Con / Mid Build Allowance	\$9,000.00
All-Season Tire Upgrade	\$4,068.00

Total Contract Price \$1,264,408.00

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

We put first responders first.









PUBLIC WORKS/OPERATION

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FAX: (701) 241-8100

June 30, 2020

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

RE: Fuel Purchase for 1st and 2nd Quarters of 2021 RFV20118

Commissioners:

The Fuel Procurement Committee, comprised of the Finance Director, the Director of Operations and the Fleet Services Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On June 29, 2020, the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 Gallons of Unleaded Gasoline. The award was made to HTP Energy with a submitted low bid of \$476,575.00 without tax. (RFV20118).

Attached for your review is the Bid Tab from June 29, 2020 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFV20118) for the 1st and 2nd Quarters of 2021.

Respectfully Submitted

Allan Erickson

Fleet Services Manager



Q1 / Q2 2021

FUEL BID TAB

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1st Quarter (Jan 1 - March 31)	400.000				i vossa								
12 Diesel Fuel	120,000	\$0.0000			\$1.3940			\$0.0000			\$1,5083		
No-Lead 10% Ethonal 87 Octane	55,000	\$0.0000			\$1.1852			\$0.0000			\$1.3047		
2nd Quarter (April 1 - June 30)													
2 Diesel Fuel	120,000	\$0,0000			\$1,4473			\$0.0000			\$1.5264		
o-Lead 10% Ethonal 87 Octane	55,000												
io-Lead 10% Ethonal 87 Octane	55,000	\$0.0000			\$1.2806			\$0.0000			\$1.4184		
		Avg \$/Gal			Avg \$/Gal			Avg \$/Gal			Avg \$/Gal		
otal Gallons #2	240,000	\$0.0000	\$	*:	\$1,4207	Ś	340,956.00	\$0.0000	\$	5.00	\$1.5174	Ś	364,164,00
otal Gallons No-Lead	110,000	\$0.0000	\$	* 1	\$1.2329	\$	135,619.00	\$0.0000	\$	361	\$1.3616	\$	149,770.50
			\$	¥2		5	476,575.00		Ś	- 1		\$	513,934.50

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North

Public Works (3 Underground tanks)

650 23rd Street North

Metro Transit Garage (2 underground tanks)

4501 7th Avenue North Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or

disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public

enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing

Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor: Buyer:

HTP Energy	City of Fargo	
920 10 th Ave N	225 4 th St N	
Onalaska, WI 54650	Fargo, ND 58102	

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a

period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C.

§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions:
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women- owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 225 4th St N, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated 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, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

Safe Operation of Motor Vehicles:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

CONTRACTOR	BUYER
Hartland Fuel Products LLC	City of Fargo
By: Jeffrey R Mackeben Mackeben	4-2
President	Mayor
Title	Title



PUBLIC WORKS OPERATIONS



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

July 13, 2020

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

RE: Authorization to award Generator Maintenance Services work to Interstate Power Systems.

Commissioners:

On September 10, 2019, proposals were received in response to a Request for Proposals (RFP) issued by Public Works for "Generator Maintenance Services". Three (3) responses were received. The proposals were reviewed and fully analyzed by a selection committee made up of three (3) members of the Public Works Department staff.

The proposals were evaluated on:

- Previous Work Experience
- Available Equipment Inventory
- Price

Through the evaluation process, it was identified that the proposals met both the "Previous Work Experience" and "Available Equipment Inventory" requirements of the RFP. Based on the attached RFP price tabulation the selection committee is making a recommendation to award the Generator Maintenance Services work to Interstate Power Systems.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP19145) to award the Generator Maintenance Services work to Interstate Power Systems.

Respectfully Submitted,

Paul Fiechtner

Public Works Services Manager

Request For Proposal: Generator Maintenance Services Bid Tabulation

June Inspection Service			
Location	Cummins	TW Enterprises	Interstate Power
Public Works Building	\$240.61	\$275.00	\$270.11
Police BSE	\$240.61	\$275.00	\$270.11
Police BSE 2nd Floor	\$398.11	\$275.00	\$270.11
Lift Station 18	\$316.86	\$275.00	\$270.11
Lift Station 26	\$225.93	\$275.00	\$270.11
Lift Station 29	\$256.54	\$275.00	\$270.11
December Inspection Service			
Location			
Public Works Building	\$646.44	\$789.69	\$583.13
Police BSE	\$645.98	\$603.79	\$549.53
Police BSE 2nd Floor	\$1,245.87	\$907.44	\$841.17
Lift Station 18	\$2,087.27	\$2,042.60	\$2,147.90
Lift Station 26	\$545.19	\$629.71	\$572.36
Lift Station 29	\$708.45	\$789.69	\$623.29
Labor/Miscellaneous rates			
Standard hourly rate	\$142.00	\$120.00	\$132.00
Overtime Rate	\$202.00	\$180.00	\$198.00
Travel rate per mile	\$1.74	\$2.75	35 per trip
Material Mark up Percentage	35%	20%	25%
Misc Cost/ Fees			

Total \$7,557.86 \$7,412.92 \$6,938.04

SERVICES AGREEMENT

Generation Maintenance Services

I. Agreement.

This agreement is by and between the City of Fargo, a North Dakota municipal corporation (City) and Interstate Power Systems, Inc., a Minnesota corporation (Contractor) to provide generator maintenance services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2022, unless otherwise agreed to in writing signed by the parties. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the parties sign on or before September 30 of the final contract year or any extension term.

The contract documents that comprise the entire agreement between City and Contractor include this Agreement, Insurance Certificates, the Contractor Proposal, the Request for Proposals, and other written amendments as agreed to by the parties, whether or not attached hereto.

II. Scope of Services.

The Contractor shall perform the generator maintenance services as set forth in this section.

- 1. **Schedule.** Services are scheduled as follows:
 - a. Full Service December
 - b. Inspection June
- 2. Location. Location and make of generators:

Facility	Address	QTY	Manufacturer	Model	Serial #
Public Works	402 23 rd ST N	1	Katolight	D250FPZ4	WA521311 /59695
Police BSE 2 nd Floor	105 25 th ST N	1	Caterpillar	3412	81Z23604
Police BSE	105 25 th ST N	1	Olympian	LR57008	177993/14
Lift Station 26	45 th ST S & 17 th Ave S	1	Katolite	D150FRJ14	59689
Lift Station 18	333 4 th ST S	1	Cummins	1500 DQGAB	D160944416
Lift Station 29	901 Oak St N	1	Cummins	250DQDAA- 1417602	K140762862

3. **Description of Services.** Preventative Maintenance Program Requirements are as follows:

A. COOLING SYSTEM

- 1. Inspect radiator exchanger
- 2. Check coolant level
- 3. Glycol check of coolant (freezing pt.) (Cat SOS or Equivalent)
- 4. Inspect all hoses and connections
- 5. Inspect fan drive pulley and fan
- 6. Inspect fan belts
- 7. Check jacket water heater
- 8. Inspect water pump
- 9. Inspect thermostats

B. FUEL SYSTEM

- 1. Inspect fuel tank
- 2. Change fuel/water separator strainers
- 3. Inspect all fuel lines and connections
- 4. Inspect governor and controls
- 5. Change all fuel filters
- 6. Check fuel pressure
- 7. Test fuel in tanks for water (Documentation provided)

C. AIR INTAKE & EXHAUST SYSTEM

- 1. Change air filters as needed (At the discretion of the City's Technician)
- 2. Check air filter service indicator
- 3. Inspect air inlet system
- 4. Inspect turbocharger

- 5. Check exhaust manifold
- 6. Inspect exhaust system

D. ENGINE MONITORS & SAFETY CONTROLS

- 1. Check all gauges
- 2. Check all safety controls
- 3. Check remote enunciators & alarms

E. LUBE OIL SYSTEM

- 1. Check oil level
- 2. Change all oil filters
- 3. Check oil pressure
- 4. Inspect crankcase breather
- 5. Check for any leaks
- 6. Take sample of existing oil (CAT SOS or Equivalent)
- 7. Change oil

F. STARTING SYSTEM

- 1. Inspect batteries, terminals & connections
- 2. Check specific gravity of batteries (documentation provided)
- 3. Perform load test on batteries (documentation provided)
- 4. Inspect battery charger
- 5. Inspect starting motor
- 6. Inspect alternator

G. GENERATOR

- 1. Inspect bearings
- 2. Check vibration isolators
- 3. Inspect control panel
- 4. Check start controls
- 5. Check voltmeter
- 6. Check ammeter
- 7. Check frequency meter
- 8. Check circuit breaker

H. TRANSFER SWITCH

- 1. Inspect all connections (retighten if necessary)
- 2. Inspect wiring for brittle or burn marks
- 3. Inspect all switches

- 4. **Documentation.** Contractor shall provide written documentation of all work performed, including but not limited to the following:
 - 1. Oil Test Results (documentation provided)
 - 2. Diagnostic Procedures and Results
- 5. On-Call Service. In the event of a generator failure or malfunction, the Contractor shall provide on-call repair services within two (2) hours of receipt pf telephonic notification of the need for such on-call repair services. If Contractor receives a call back for an on-call repair for the same problem, issue or concern within twenty-four (24) hours of the first on-call repair and all subsequent remedial attempts, the City shall not be responsible for any costs beyond the first on-call repair attempt and such subsequent on-call repairs shall be at the Contractor's expense.
- 6. **Other Repairs.** A repair is defined as a deficiency which is identified during regular preventive maintenance that is not the result of normal wear and tear and is not because of any improper performance by the Contractor or failure to perform preventative maintenance. In the event of a Repair as defined herein, Contractor shall prepare and submit to City a written "not-to exceed" estimate of the labor hours and materials, based on the labor rate and parts mark-up listed on the Price Form, which will be required to perform any major repairs. Repairs shall be made only with the written Authorization from City. The City may obtain additional repair cost estimates and authorize major repair work to be done by another contractor when it is determined to be in the best interests of the City. Repairs estimated to be over \$10,000 require competitive quotes. Contractor shall not perform work over \$10,000 unless authorized by the City, in writing.
- 7. **Safety.** Contractor agrees that all services will be conducted in a safe manner.
- 8. **Property Damage.** Contractor will be responsible for any damage to property caused by Contractor. Contractor will repair any damaged property in a timely manner. City shall attempt to notify Contractor of any damages within a reasonable time of notice or detection.

III. Responsibility of the City.

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

IV. Contractor's Compensation and Method of Payment.

City will reimburse Contractor for services rendered per pricing as shown in the attached Exhibit A.

V. Termination of the Agreement.

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

VI. Assignability.

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

VII. Hold Harmless and Insurance.

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this Agreement. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of Contractor during the term of this Agreement. Contractor shall secure and maintain the insurance coverages as stated in the Request for Proposal, made a part of this agreement, naming the City as an additional insured. A copy of the Certificate of Insurance shall be provided to City in advance of any activities pursuant to this Agreement.

Contractor's maximum aggregate liability under this Agreement shall not exceed the limits of insurance specified in Attachment Exhibit B. Any action for breach of contract or otherwise must commence within the applicable statute of limitations under North Dakota law.

This Agreement shall be governed by the laws of the state of North Dakota and venue lies in the County of Cass.

VIII. Contractor Records.

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

IX. Monitoring and Evaluation.

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

X. Independence of Recipient.

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

XI. Conflict of Interest.

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

XII. Force Majeure.

Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lockouts, and changes in laws, statutes, regulations, or ordinances.

XIII. Severability.

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

XIV. Governing Law.

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

XV. Dispute Resolution.

Contractor and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution procedure. Nothing prevents the parties from pursuing litigation in the appropriate State or Federal court.

(The remainder of this page intentionally left blank).

IN WITNESS WHEREOF, the undersigned enter into this Agreement.

Date: 12/12/2019	
	Interstate Power Systems. Inc., a Minnesota
corporation	
	By:
	Its:
Date:	
	CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation
	Dr. Timothy J. Mahoney, M.D., Mayor
ATTEST:	
Steve Sprague, City Auditor	

EXHIBIT A

Yearly Inspection:

Public Works Building	\$ 270.11
Police BSE	\$ 270.11
Police BSE 2 nd Floor	\$ 270.11
Lift Station 18	\$ 270.11
Lift Station 26	\$ 270.11
Lift Station 29	\$ 270.11

Full Service:

Public Works Building	\$ 583.13
Police BSE	\$ 549.53
Police BSE 2 nd Floor	\$ 841.17
Lift Station 18	\$ 2,147.90
Lift Station 26	\$ 572.36
Lift Station 29	\$ 623.29
Standard Hourly Rate	\$ 132.00
Overtime Rate	\$ 198.00
Travel rate per mile	\$ 35.00 per trip
Material Mark Up	\$ 25%

Exhibit B



CUSTOMER AUTO - GKLL ACHO BEALERXXXXXXX

OF LIABILITY INCLIDANCE

ACORD®	CERTIFICATE O	FLIABIL	TY INS	URANC	E 1/1/2020	DATE (MM/2017YY)
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW: THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER,	IATIVELY OR NEGATIVELY NSURANCE DOES NOT CO	AMEND, EXTE INSTITUTE A C	END OR ALT	TER THE CO	OVERAGE AFFORDED	BY THE POLICIES
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subject this certificate does not confer right	ct to the terms and condition	s of the policy, in lieu of such	certain polici endorsemen	ies may requ		
PRODUCER Lockton Companies		RANE	ACT			
Three City Place Drive, Sui	te 900	PHON	E		I fffc No	ol;
St. Louis MO 63141-7081		filJs	ss:			
(314) 432-0500			IN.	ISURERISI AFFO	RDING COVERAGE	NAIC#
					Fire Insurance Comnan	v 25615
INSURED GOG Holdings, Inc.;		INSUR	ER в: Traveler	rs Property (Casualty Co of America	25674
1324127 Interstate Companies, Inc.;		INSU	RERC:			
Interstate Power Systems, Inc.; I -State Truck, Inc.; Assembly Sys	stems Inc.	-	RER D :			
2901 E. 78th Street	storio, mo	INSU	RERE:			
1.8		INSUR	ER F:			
		16437167			REVISION NUMBER-	XXXXXXX
THIS IS TO CERTIFY THAT THE POLIC ABOVE FOR THE POLICY PERIOD IN CONTRACT OR OTHER DOCUMENT WINSURANCE AFFORDED BY THE POLICIES. LIMITS	DICATED NOTWITHSTANDING ITH RESPECT TO WHICH THIS LICIES DESCRIBED HEREIN I S SHOWN MAY HAVE BEEN REI	ANY REQUIRE CERTIFICATE M S SUBJECT TO	MENT, TERM IAY BE ISSUE ALL THE T	OR CONDITED OR MAY PERMS, EXCLU	ION OF ANY ERTAIN, THE	
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A X COMMERCIAL GENERAL LIABILITY	у N Y-630-3 I 23Р92		1/1/2019	1/1/2020	EACH	
OCCURR	ENCE	s 100000	10			
CLAIMS-MADE [1] OCCUR	-				J;'R _ M7rac; ir	
ncei					s 300 000	
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▼ ANY AUTO					(Ex ancident)	
X ANYAUTO					BODILY INJURY (Per person)	XXXXXXX
SUTTES SUTTES ULED					BÖDILY INJURY (Per accider	n. XXXXXXX
- OWNED AUTOSONLY					2021211100111 (1 01 000100)	7 3 ARABARA
HIRED NON-OWNED					PROPERTY	L
DAMAGE SXXXXX	N N YSM-CUP-3123P	92A-TIL-19	1/1/2019	1/1/2020	EACHOCCURRENCE /Por accident/ AGGREGATE	\$ 25,000,000
OED RETENTION\$						s XXXXXXX
XVSP EFBE SPENSE LIBBILITY	NOT APPLICAB	ILE			I SERTUTE TH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A				E L DISEASE - EA EMPLOYER	s XXXXXXXX E s XXXXXXX
SC: tr sessions					E. BIOEAGE	

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Fargo is included as additional insured ifrequired by written contract with respect to General Liability per the terms and conditions of the policy.

AD-9M249191-19-CAG (AOS) AD-5G646327-I 9-CAG

1/1/2020 1/1/2020

1/1/2 019 1/1/2019 \$1,000,000 per accident \$1,000,000 per accident/\$3,000,000agg

Service Warranty

Interstate Power Systems, Inc. warrants to the Buyer under the terms of this Warranty that the Services provided are free of defects in workmanship at the time delivered to the Buyer. The limitation period for defect claims is 60 (sixty) days from the date the work is done by Interstate. Interstate's only obligation with respect to such warranty shall be to repair or replace the work done at Interstate's option. For services that have been repaired or replaced, a new warranty shall be provided until the expiration of the original limitation period for defect claims applicable to the services supplied. A reasonable time must be allowed to perform the warranty repair. Repairs will be performed during normal business hours. Mechanic travel expenses for the repairing mechanic to travel to and from the repair site will be covered only if the claim is a warranted claim.

Interstate's service warranty does not include claims where: (a) defects that are obvious or identifiable by straightforward inspection are not reported within 3 days of discovery by the Buyer; (b) product requirements related to the services including installation, commissioning, operation, maintenance, servicing, repair, inspection and consumables specifications are not observed and defects/damage occur/occurs as a result; (c) damage/defects is/are caused by parts from third-party sources or work carried out by persons not authorized in writing by Interstate; (d) damage/defects is/are based on natural wear and tear, accidents, incorrect use, handling, storage or corrosion-proofing, incorrect installation or modification of the goods or services supplied outside recommended specifications; (e) the claim results from a defect in a product manufactured by someone other than Interstate (such items may be covered by warranties issued by the manufacturer).

All warranties on products, parts and/or materials utilized in or incorporated into any services provided by Interstate shall be only the warranty provided by the applicable manufacturer of such products, parts or materials and such warranties may be and hereby are passed through from Interstate to Buyer. Interstate will advocate on behalf of Buyer with the applicable manufacturer with respect to any pending warranty claims. The final decision on product, parts or materials warranty liability remains with the manufacturer, and Interstate does not provide any independent warranties on products or materials.

Interstate is not responsible for incidental or consequential costs or expenses which the owner may incur as a result of any claim, malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, towing, loss of use of the product or equipment ("downtime"), loss of time, inconvenience, cargo loss or damage and other similar costs and expenses. Interstate shall not reimburse defect-related financial losses - in particular such as but not limited to loss of use or loss of profit.

The performance of the repairs described in this document is the exclusive Buyer's remedy under this warranty. Interstate does not authorize any person to assume or create for it any other obligation or liability in connection with its workmanship. THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO INTERSTATE'S WORKMANSHIP OR ANY PRODUCTS, PARTS OR MATERIALS UTILIZED BY INTERSTATE IN PERFORMING THE SERVICES. INTERSTATE POWER SYSTEMS, INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTERSTATE POWER SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DESCRIBED ABOVE.



Metropolitan Area Transit

650 23rd Street N Fargo, ND 58102

Phone: 701-241-8140 Fax: 701-241-8558



July 14, 2020

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

Re: RFP 20103

Dear Commissioners:

The renovation project at the Ground Transportation Center (GTC) requires modifications to the electrical scope of work. The two (2) changes are a result of unforeseen conditions regarding electrical requirements discovered as construction progressed.

PR-E6 is to add duct smoke detectors for the return ducts of both units located on the roof of the GTC for \$2,544.60, this also provides a credit of (\$424.75) to omit all work related to ACCU-1 for a net change of \$2,119.85.

PR-E7 is to install CAT6 cables to seven (7) wireless access points for data download at the GTC. The total change is for an increase of \$4,278.48.

The available funding within the grants for the project will cover the proposed change amounts.

The requested motion is to approve PR-E6 and PR-E7 to the contract between the City of Fargo and Rick Electric Inc. for the amounts of \$2119.85 and \$4,278.48 respectively.

Thank you.

Sincerely,

Milie Bommelman Transit Director

City of Fargo

\Attachment



Job: GTC Proposal Request PR-E	6		Job#	:	Date:	6/24/2020
Re: Credit for deletion of ACCU.					CP#	
Conduit has already been ru	n.					
1. Material Quote					(\$139.13)	
2. Supplier Quote					\$0.00	
3. Sales Tax	7.5%				(\$10.43)	
4. Subtotal Material	******************					(\$149.56)
5. Journeyman Labor Straight	-3.59	Hours @	\$60.00	per hour	(\$215.40)	,
Supervision 10%	0	Hours @	\$60.00	per hour	\$0.00	
6. Subtotal Labor						(\$215.40)
7. Scissor Lift Rental	0	Hours @	\$20,00	per hour	\$0.00	(, ,
8. Expendables	5.0%	of Material		•	(\$6.96)	
9. Tools	5.0%	of Labor			(\$10.77)	
10. Overhead	10.0%				(\$38.27)	
11. Profit	0.0%				\$0.00	
12. Bond	0.900%				(\$3.79)	
13. Subtotal Other		; 		······		(\$59.79)
					-	
Total Price of Change	***************************************	••••••				(\$424.75)
Prices subject to cost changes if no	t accepted	in _	30	days.		
Additional contract time required fo	or this chai	nge is	0	additional v	work day(s).	
Rick Electric, Inc.						
		C	ignature:			
Denny Rick, Vice-Presiden	1.	3)	gnature.			
Denny Men, Vice-i residen		Driv	at Names	Timothe I	Mahamas-	M
		1 1 1	in indiffe.	TIMOCHY J	. Mahoney,	nayor

Total Change in Cost = \$2,544.60-\$424.75 = \$2119.85

Job Name: City of Fargo GTC Remodel

Job Number: 1673

Extension Name: Summary #4

[Items and ByProducts]

Material Filter: <None> Report: Price 1 & Bid Labor

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Labor	U	Bid Lbr Ext	Cost Code
Label Set:	PR-E6 ACCU, Combined, Combi	ned, Combined, Co	ombined		(\$139.13)		27.000	<u>-3.59</u>	
Cost Code	: Branch Rough				<u>(\$41.22)</u>			-0.31	
3,404	1 FLEX WP	-3.00	\$251.20	C	(\$7.54)	3.00	C	-0.09	cb
3,419	1 FLEX WP CONN	-1.00	\$1,065.96	C	(\$10.66)	10.00	C	-0.10	cb
3,467	1 FLEX WP 90 CONN	-1.00	\$2,302.41	C	(\$23.02)	12,00	C	-0.12	cb
Cost Code:	: Disc/Safety Switches				<u>\$0.00</u>			<u>-1.30</u>	
8,271	60A 600V 3 PH 3 FUSED	-1,00	\$0.00 (Q	\$0.00	1.30	E	-1.30	sď
Cost Code:	: Lugs/Termination/Ground				(\$0.38)			<u>-0.06</u>	
3,703	SCOTCH TAPE	-0.10	\$3.77	-	(\$0.38)	0.56	E	-0.06	اء
Cost Code:	Branch Wire				(\$9.62)			<u>-0.30</u>	
42	10 THHN CU STRANDED	-50.00	\$192.47 N	M	(\$9.62)	6.00	M	-0.30	wb
Cost Code:	Feeder Wire				(\$87.91)			<u>-1,62</u>	
44	6 THHN CU STRANDED	-162,00	\$542,65 N	M	(\$87.91)	10.00	М	-1.62	wf
iltems and	ByProducts1 Total:				(\$139.13)			-3.59	



Job: GTC Proposal Request PR-E6	ó		Job #		Date:	6/24/2020
Re: Add duct smoke detectors					CP#	
1. Material Quote					\$171.01	
2. Supplier Quote					\$950.00	
3. Sales Tax	7.5%				\$84.08	
4. Subtotal Material						\$1,205.09
5. Journeyman Labor Straight	14.64	Hours @	\$60.00	per hour	\$878.40	
Supervision 10%	0	Hours @	\$60.00	per hour	\$0.00	
6. Subtotal Labor						\$878.40
7. Scissor Lift Rental	0	Hours @	\$20.00	per hour	\$0.00	
8. Expendables	5.0%	of Material			\$56.05	
9. Tools	5.0%	of Labor			\$43.92	
10. Overhead	10.0%				\$218.35	
11. Profit	5.0%				\$120.0 9	
12. Bond	0.900%				\$22.70	
13. Subtotal Other	***************************************					\$461.11
Total Price of Change	,					\$2,544.60
Prices subject to cost changes if no	t accepted	in _	30	days.		
Additional contract time required fo	r this char	nge is	0	additional v	work day(s).	
Rick Electric, Inc.						
		S	ignature:			
Denny Rick, Vice-Presiden	t				-	
		Pri	nt Name:	Timothy	J. Mahoney,	Mayor

Job Name: City of Fargo GTC Remodel

Job Number: 1673

Extension Name: Summary #4

[Items and ByProducts]

Material Filter: <None> Report: Price 1 & Bid Labor

Item # Item Name	Quantity	Price 1 U	Ext Price 1	Bid Labor U	Bid Lbr Ext Cost Code
Label Set; PR-E6 Duct Detectors, Combi	ned, Combined, Com	bined, Combii	\$171.01		14.64
Cost Code: <undefined></undefined>			\$0.00		1.00
13,917 CONTROL TRANSFORMER	2.00	\$0.00 Q	\$0.00	0.50 E	1.00
Cost Code: Branch Rough			\$110.27		<u>7.61</u>
704 3/4 EMT	112.61	\$72.44 C	\$81.57	4.50 C	5,07 cb
786 3/4 EMT CONN S/S	6,63	\$23.19 C	\$1,54	8.00 C	0.53 cb
858 3/4 EMT COUP S/S	9.26	\$23.77 €	\$2.20	4.00 C	0.37 cb
3,243 1/2 FLEX STEEL	6.00	\$62.85 C	\$3.77	2.00 C	0.12 cb
3,271 1/2 FLEX SQZ CONN,MAL	2.00	\$131,26 C	\$2.63	6.00 €	0.12 cb
3,323 1/2 FLEX 90 SQZ CONN	2.00	\$326,26 C	\$6.53	9.00 C	0.18 cb
12,798 4/S BOX 2-1/8" DEEP	4.00	\$241.35 C	\$9.65	25.00 C	1.00 cb
12,800 4/5 SG MUD RING 1/2"DP	2.00	\$81.24 C	\$1.62	5.00 C	0.10 cb
12,806 4/S BLANK COVER	2.00	\$38.24 C	\$0.76	6.00 C	0.12 cb
Cost Code: Hangers/Anchors			\$4.34		0.06
2,400 BOX SUPPORTS-CLIP ON	2,00	\$217.00 C	\$4.34	3.00 C	0.06 ch
Cost Code; Straps			<u>\$7.51</u>		0.46
1,012 3/4 EMT 1 HOLE STP	13.26	\$56.60 €	\$7.51	3.50 C	0.46 cs
Cost Code: Trim Devices/Plates			\$0.00		0.00
Cost Code: Communication/Signal			<u>\$27.78</u>		4.68
13,882 FA DUCT DET.,ADDR.	2.00	\$0.00 Q	\$0.00	1.00 E	2.00 mc
13,919 FA TEST STATION	2.00	\$0.00 Q	\$0.00	0.60 E	1.20 mc
16,069 MAPNET CABLE	185.22	\$150.00 M	\$27.78	8.00 M	1.48 mc
Cost Code: Branch Wire			\$21,11		0.82
11 14 THW CU STRANDED	28.00	\$247.46 M	\$6.93	3.00 M	dw 80,0
35 14 THHN CU SOLID	185.22	\$76.57 M	\$14.18	4.00 M	0.74 wb
[Items and ByProducts] Total:	######################################		<u>\$171.01</u>		14.64

Protection Systems, Inc.

901 Page Drive Fargo, ND 58103 Ph (701) 280-2144 Fax (701) 356-4013

Date

Estimate

Estimate #

18693

Name / Address GTC PR E6 Fargo, ND

	Rep		Project
	СЉ		GTC PR E6
Description		Qty	Cost
Addressable Duct Detector. Smoke Detector Head required for remote test switch for DNR Duct Detector 5 Foot Sampling Tube Keyed Remote Test Switch. Addressable Relay. Protection Systems, Inc. shall provide the equipment listed above, make final connec main control equipment, test and certify the system.	tions at the	2 2 2 2 2 2	950.00
We appreciate your business. All applicable taxes included.	Тс	otal	\$950.00

Signature		



728 East Beaton Drive, Sulte 101 West Fargo, ND 58078-2650 701 232 5353 KLJENG.COM

June 22, 2020

Denny Rick
Project Manager
Rick Electric, Inc.
PO Box 159
Moorhead, MN 56561-0159

Re: GTC Proposal Request, PR - E6

Dear Mr. Rick:

Please provide a credit for removal of the electrical work associated with ACCU-1 and a quote to install smoke detectors in the return ducts associated with the RTUs as described in the letter attached from Vareberg Engineering. This work is associated with the GTC Remodel (F18006) project. If you have any questions, please contact Nile Morecraft at 701-234-0926. Please submit your proposal for this work no later than June 26, 2020.

Sincerely,

ΚIJ

Cassie McNames, PE

Project Manager

Enclosure(s): (1) Vareberg PR E6

Cassie miranes

Project #: 1804-00689

cc: File



REQUEST FOR PROPOSAL PR-E6

To:

Kara Barber

Foss Architecture and Interiors

Project:

GTC / Jefferson Lines

Fargo, North Dakota

Date:

June 22, 2020

Please submit a detailed, itemized quotation per line item below for changes in the Contract Sum and/or Time, incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH WORK.

Description:

- 1. Omit all work related to ACCU-1. Provide credit to Owner.
- Provide duct smoke detector installed in return ducts of both roof-top units as per local AHJ.

Respectfully Submitted,

VAREBERG ENGINEERING, LTD.

Nile Morecraft, Project Engineer



Job: GTC			Job #	t:	Date:	7/2/2020
Re: Provide boxes for wireless a	ccess poin	ts.			CP#	
4 34 4 1 1 2					h., a = = = a	
1. Material Quote		***************************************			\$107.52	
2. Supplier Quote					\$2,656.00	
3. Sales Tax	7.5%				\$207.26	
4. Subtotal Material						\$2,970.78
5. Journeyman Labor Straight	8.4	Hours @	\$60.00	per hour	\$504.00	
Supervision 10%	0.84	Hours @	\$75.00	per hour	\$63.00	
6. Subtotal Labor						\$567.00
7. Scissor Lift Rental	0	Hours @	\$20.00	per hour	\$0.00	
8. Expendables	5.0%	of Materi	al		\$138.18	
9. Tools	5.0%	of Labor			\$28.35	
10. Overhead	10.0%				\$370.43	
11. Profit	5.0%				\$203.74	
12. Bond	0.000%				\$0.00	
13. Subtotal Other		•••••				\$740.70
T-4-1 Dei Colores					r	h40=040
Total Price of Change						\$4,278.48
Prices subject to cost changes if no	t accepted	in	30	_days.		
additional contract time required fo	r this char	nge is	0	additional v	work day(s).	
Rick Electric, Inc.						
			Cianatura			
Denny Rick, Vice-Presiden	· · · · · · · · · · · · · · · · · · ·		Signature:			
Denny Nick, Vice-Fresiden	L	F	Print Name:	Timoth	y J. Mahoney	, Mayor

Job Name: City of Fargo GTC Remodel

Job Number: 1673

Extension Name: Summary #4

[Items and ByProducts]

Material Filter: <None> Report: Price 1 & Bid Labor

Item#	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Labor	U	Bid Lbr Ext	Cost Code
Label Set: \	Wireless Access, Combined, Cor	nbined, Combined	, Combined	-	<u>\$107.52</u>			8.40	1
Cost Code	: Branch Rough				<u>\$96.51</u>			<u>7,21</u>	
705	1 EMT	50.00	\$120,70	C	\$60.35	5.00	C	2.50	cb
787	1 EMT CONN S/S	5.00	\$39,83	C	\$1.99	10.00	C	0.50	cb
859	1 EMT COUP S/S	5.00	\$37.25	С	\$1,86	5.00	C	0,25	cb
12,798	4/S BOX 2-1/8" DEEP	8.00	\$241.35	С	\$19.31	25.00	C	2.00	cb
12,806 4	4/S BLANK COVER	8.00	\$38.24	С	\$3.06	6.00	C	0.48	cb
13,005	1G BELL BOX 3HUBS 1/2"	2.00	\$10.00	C	\$0.20	30.00	C	0.60	cb
13,152 (COVER, FS BLANK 1G MAL	2.00	\$4.87	E	\$9.74	0.44	E	0.88	cb
Cost Code:	Straps				<u>\$5.01</u>			0.19	
1,013	1 EMT 1 HOLE STL	5.00	\$100.22	Ç	\$5.01	3.75	C	0.19	CS
Cost Code:	Drill, Cutting/Core				\$6.00			<u>1.00</u>	
14,782 1	1" Chase floor	2.00	\$3.00	Ξ	\$6.00	0.50	E	1.00	md
Cost Code:	Lugs/Termination/Ground				\$0.00			0,00	
[Items and	ByProducts] Total:	*			\$107.52			<u>8.40</u>	



Data Technologies Inc.

Fargo: 705 Main Avenue Suite D · West Fargo, North Dakota 58078 (701) 282-7847 · FAX (701) 282-7623

Bismarck: 3355 Saratoga Avenue #4 · Bismarck, North Dakota 58503

Phone/Fax: (701) 223-2228

COMMERCIAL INSTALLATION, SALES AND SECURITY AGREEMENT AND PROMISSORY NOTE

Purchaser

Project

Rick Electric

GTC / Jefferson Remodel – PRE5

Address

3010 24th Avenue

City/State/Zip

Moorhead, MN 56560

Contact Denny Phone

Consultant

218-233-6194

Mark Vernon

Scope:

Received the following PR-E7 Change Order pricing request:

Install Category 6 Augmented cables to the seven (7) Wireless access points on the provided plans. Two (2) cables per location per City of Fargo.

What this entails per our design:

- Install two (2) Category 6 Augmented cables to each Wireless Access Point location.
 - o EC to provide conduit and box in open ceiling areas.
 - Cables to be terminated into 8-Pin Category 6 Augmented Jacks and placed into a surface mount box on the out end.
 - o Cables to be terminated into 8-Pin Category 6 Augmented Jack and placed into modular patch panels.

The below price reflects the additional costs required to meet this request.

	Base Bid
Materials	1,533.00
Labor	\$1,123.00
Total	\$2,656.00

This bid recognizes the published Davis Bacon Wage Rates.

Electrical contractor responsible for all conduit, boxes, raceways, plywood, grounding bus bar, cable tray, fire rated penetrations.

TERMS: 30 days; 1.5% per month; 18% annual on past due balances. This quote is good for 30 days from date, Purchaser agrees to pay all collection costs if account balance is not paid in a timely manner. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to a standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: Will not work or be responsible for any cost involving asbestos. We do not accept credit cards as a form of payment.

ABT Data Technologies, Inc.	Rick Electric
Ву:	Ву:
Date:July 2, 2020	Date:



728 East Beaton Drive, Suite 101 West Fargo, ND 58078-2650 701 232 5353 KLIENG.COM

July 2, 2020

Denny Rick
Project Manager
Rick Electric, Inc.
PO Box 159
Moorhead, MN 56561-0159

Re: GTC Proposal Request, PR - E7

Dear Mr. Rick:

Please refer to the images attached for locations the owner will be installing new Wi-Fi devices. Matt Peters with the city also discussed these locations were also discussed with Dave onsite on June 30. The devices will be provided and installed by the owner. However, they would like to request a quote to provide cabling and conduit as necessary to complete the install. This work is associated with the GTC Remodel (F18006) project. Please submit your proposal for this work no later than July 9, 2020.

Sincerely,

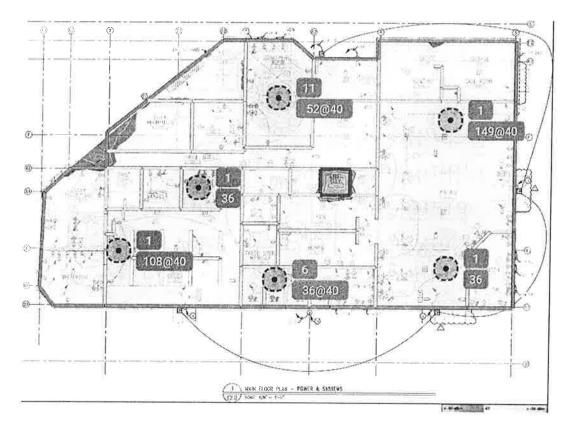
KΠ

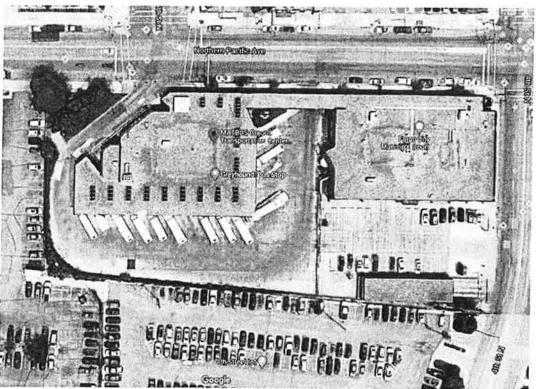
Cassie McNames, PE Project Manager

Enclosure(s): (2) Images Project #: 1804-00689

cc: File, Nile Morecraft, Kara Barber

Cassie minanes









Water Treatment Plant

435 14th Avenue South Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov

July 9, 2020

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

Subject: Advertisement for Bid – South Regional Water Connection Improvements – Phase 1

Dear Commissioners:

Water Utility staff is seeking approval to advertise bidding for a project called 'South Regional Water Connection Improvements – Phase 1'. The project is in the Water Utility Capital Improvement Plan (CIP) and in the 2020 budget. It will be paid for using Fund 450 (Infrastructure Sales Tax). Piping installation for a 3rd West Fargo water service connection is eligible for State Water Commission (SWC) grant funding. This is under a SWC 'Regionalization' cost-share grant of 60 percent for construction. There are three construction components to this bid:

- Piping and Sheyenne River Crossing for a 3rd West Fargo water service connection (2,900 linear feet).
- Drainage ditch modifications near the Sheyenne River Raw Water Pump Station.
- Site work at Ground Storage Reservoir (GSR) along south property adjacent to residential housing.

Bid opening is expected in August, 2020. Attached is a draft Advertisement for Bid, but the project number will be changed due to a fund source adjustment in the CIP. Final language for the Advertisement for Bid will be provided to the Auditor's Office within the next two weeks.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall

Water Utility Director

C: Bruce Grubb, City Administrator

SUGGESTED MOTION:

Approve the Advertisement for Bid of South Regional Water Connection Improvements - Phase 1.



SECTION 00 11 13 - ADVERTISEMENT FOR CONSTRUCTION BIDS

Fargo South Regional Water Connection Improvements CITY OF FARGO Project NO. WA1864

NOTICE IS HEREBY GIVEN, that the City of Fargo, North Dakota, will receive sealed Bids at the Auditor's Office until <u>August 12, 2020</u> at the hour of <u>2:00 PM</u> local time, for the purpose of furnishing all materials, labor, equipment, and skill required for the construction of the Fargo South Regional Water Connection Improvements, and incidental items, for said City, as is more fully described and set forth in the Plans and Specifications which are now on file in the office of the City Engineering Department. Bids will be opened in the Meadowlark Room, located on the 2nd floor at 225 4th Street North, shortly after the bid deadline and read aloud.

Bids shall be mailed or delivered to the City Auditor, City of Fargo, 225 4th Street North, Fargo, ND 58102.

The Work is comprised of a single Contract: Contract No. 1 – General Construction. The Work for is generally described as follows:

Contract No. 1: General Construction:

Work generally consists of general construction associated with the furnishing and installation of 2,900 LF of 24" buried watermain, valves, associated appurtenances; horizontal directionally drilled river crossing, road crossing, clearing and grubbing, earthwork, and access road construction for the South Fargo Regional Water Interconnection.

All bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. Also refer to Section 00 21 13 for preparation of bid information.

All Bids shall be prepared according to the Instructions to Bidders contained within the Project Manual. Each Bid shall be accompanied **by a separate envelope** containing a Bid Security in the form of a Bidder's Bond executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, payable to the City of Fargo, in a sum equal to five percent (5%) of the full amount of the Bid. A certified check in lieu of a surety company in the amount of 5% of the total project cost **will not** be accepted. This is to serve as a guarantee that the successful Bidder will enter into a Contract within fifteen (15) days of Notice of Award, in accordance with the terms of the principal's Bid and Contractor's Bond as required by law and regulations and determinations of City of Fargo for the performances of such Work. Only Bids that are accompanied by such a Bond will be considered.

Contracts shall be awarded on the basis of the low Bid submitted by a qualified, responsible, and responsive Bidder deemed most favorable to the City's interest.

The City of Fargo reserves the right to reject any and all Bids, to waive any informality in any Bid,



to hold all Bids for a period not to exceed forty-five (45) days from the date of opening Bids.

All Work shall be performed in accordance with the Bidding Documents on file in the Office of City of Fargo, ND where they may be seen and examined. Bidders must be licensed for the full amount of the Bid as required by North Dakota Century Code 43-07-05. Each Bid shall contain a copy of the Contractor's license or certificate of renewal thereof issued by the Secretary of State. All Bids must be submitted on the Bid Form furnished by the Engineer. No Bid will be read or considered that does not fully comply with the above provisions and other provisions contained within the Bidding Documents, and any deficient Bid submitted will be returned to the Bidder unopened.

Contracts shall be awarded on the basis of the low Bid submitted by a responsible and responsive Bidder deemed most favorable to the Owner's interest.

All Bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. In addition, the Bidder shall place upon the exterior of such envelope the following information:

- 1. Project Name and Work covered by the Bidder (General).
- 2. The name of the Bidder.
- 3. Acknowledgement of all Addenda.
- 4. Separate envelope containing Bid Bond and a copy of Contractor's License or Renewal Certificate.

Complete digital project Bidding Documents are available at www.questcdn.com. You may download the digital plan documents for Thirty Dollars (\$30.00) by inputting Quest project #______ on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Copies of the Bidding Documents may also be seen and examined at the office of the Engineer, Advanced Engineering and Environmental Services, Inc., 4170 28th Avenue South, Fargo, ND 58104. The Bidding Documents are available in the form of printed plans and specifications and/or PDF compact discs (CDs) from Advanced Engineering and Environmental Services, Inc. The costs are \$40.00 for CDs and \$200.00 for printed documents, for each set of Documents obtained. Payment for Bidding Documents is NON-REFUNDABLE. All Work shall be done according to the Bidding Documents. Bidding Documents may also be examined at the offices of AE2S in Bismarck, Grand Forks, and Williston, ND; Moorhead and Maple Grove, MN, and Builders' exchanges in Grand Forks, Bismarck, Minot, Grand Forks, and Fargo, ND, in Rapid City, SD, and in Minneapolis, MN.

The work for each contract must be completed no later than the following:

Milestone #1 Completion: Substantial Completion: Final Completion: November 15, 2020
June 1, 2021
August 1, 2021



All Bids will be made on the basis of cash payment for such work. After Bid opening, the Owner will return Bid security of all except the three lowest responsible Bidders. When the Contract is awarded, the remaining unsuccessful Bidder's Bonds will be returned. The Owner reserves the right to reject any or all Bids, and further reserves the right to award the Contract in the best interests of the Owner. The Owner reserves the right to hold the three (3) low Bids for a period of forty-five (45) days after the date of the Bid opening to complete financial arrangements.

Dated this 25th day of July, 2020.

By: <u>/s/ Steve Sprague, City Auditor</u> Fargo, North Dakota



Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101 Email feng@FargoND.gov

www.FargoND.gov

July 9, 2020



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

Re: Terry and Rhonda King – Purchase Agreement

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Terry A. King and Rhonda R.O. King**. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of the property located at 6375 31st street South from **Terry A. King and Rhonda R.O. King** and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted

Shawn G. Bullinger

Land Acquisition Specialist

C: Brenda Derrig Nancy J. Morris

REPORT OF ACTION

FINANCE COMMITTEE

Description: Future Fire Station No. 8

Type: Property Acquisition

Date of Hearing: 6/29/2020

Routing City Commission

Date 7/13/20

BACKGROUND

Over the past several budget cycles, the Fire Department has been expressing a need for a new south side fire station in a location east of I-29 and south of 40th Ave. S. The need is based on calls for service and response times in this area. The Fire Department has included a new station on its 10-year CIP for several years and is scheduled for construction in 2021. As such, Engineering and Planning staff have been looking for opportunities to acquire land in that general area for purposes of a new fire station.

With the recent platting of Selkirk addition, the City and landowner conducted a land trade which resulted in the City owning a 3.25-acres parcel near 64th Avenue South and 33rd Street. The parcel could be utilized for a new fire station.

In addition, as Fargo has continued to expand to the south, our Public Works and Utilities departments have repeatedly discussed the virtues of support facilities in the southeast portion of the City. Currently, the City's Public Works, Solid Waste and Wastewater facilities are all located north of Main Avenue.

Therefore, information was requested from Fire, Public Works and three Public Utilities about their strategic plans for City facilities in that area. The requested information was an effort to try coordinate the plans and gain efficiencies through sharing of land and/or facilities. The following table shows the strategic needs to accommodate growth:

<u>Department</u>	Description	Acreage Estimate
Fire	Fire Station No. 8	1.0-acres (minimum)
Public Works	Gas & Diesel Fueling Station	1.0-acres (minimum)
Solid Waste Utility	Recycling & Yard Waste Drop Site	
Water Utility	Commercial Water Depot	1.0-acres
Wastewater Utility	Storage & Maintenance Garage	0.5-acres
Total Need		4.0-acres

The Selkirk parcel (3.25-acres) does not have adequate space to meet the strategic needs as shown. However, we recently became aware of a property that is for sale at 6375 31st Street South. The property is approximately 1.25-acres in size and appears ideal for a new fire station. It is ideal because of its direct access to 31st Street South (north connectivity). A map showing both of the parcels is attached for your reference.

PURPOSE AND NEED

For this reason, each department was asked to prepare a purpose and need statement regarding their vision for additional south side facilities. The statements are summarized below:

Fire Station

Fargo's growth in the area south of 40th Avenue South and I-29 (Planning Zone 8) has resulted in a doubling of calls for service in the past 5-years. Planning Zone 8 does not yet have a fire

station and is mainly served by Fire Station #2. As a result, response time data shows that response times in to Planning Zone 8 are 3-minutes longer than other zones that have fire stations. The Fire Department strongly recommends a new fire station in Planning Zone 8, preferably along 64th Avenue South.

Public Works Fueling Station

The recent growth of Fargo has resulted in a significant stretch of our corporate boundaries from north to south. The City operates a single fueling station at 3rd Avenue North and 24th Street. Particularly in winter time during snow removal operations, the fuel capacity of our snow removal equipment is insufficient to complete a 12-hour shift. It requires an interruption of snow removal to drive the equipment to the central fueling station to refuel and then return to snow removal operations. This results in an incredible loss of time and efficiency, particularly in the south side growth areas.

Solid Waste Recycling Drop Site

The location of a new recycling drop site in this area of south Fargo would be very beneficial to the handle growth of the City. The drop site recycling program makes the opportunity to recycle available to residents living in multi-family dwellings. Presently, all residential property between 52nd Ave. and 64 Ave. S. (west of I-29) is service by a single drop-site located at 5600 25th St. S.

Water Utility Commercial Water Depot

Prior to beginning construction on the expansion of the Water Treatment Plant, the plant had a water depot for bulk water sales to contactors, landscapers, lawn care companies, etc. to facilitate the filling of portable water tanks. Construction work necessitated removal of the water depot and, since that time, the Water Utility has met demand for this service by renting fire hydrant meters for withdrawing water directly from a fire hydrant. Due to the potential for water system contamination, this practice is discouraged by the EPA and similarly discouraged in a recently completed Risk & Resiliency Assessment of our Water Utility.

Wastewater Utility/Public Works Maintenance Garage

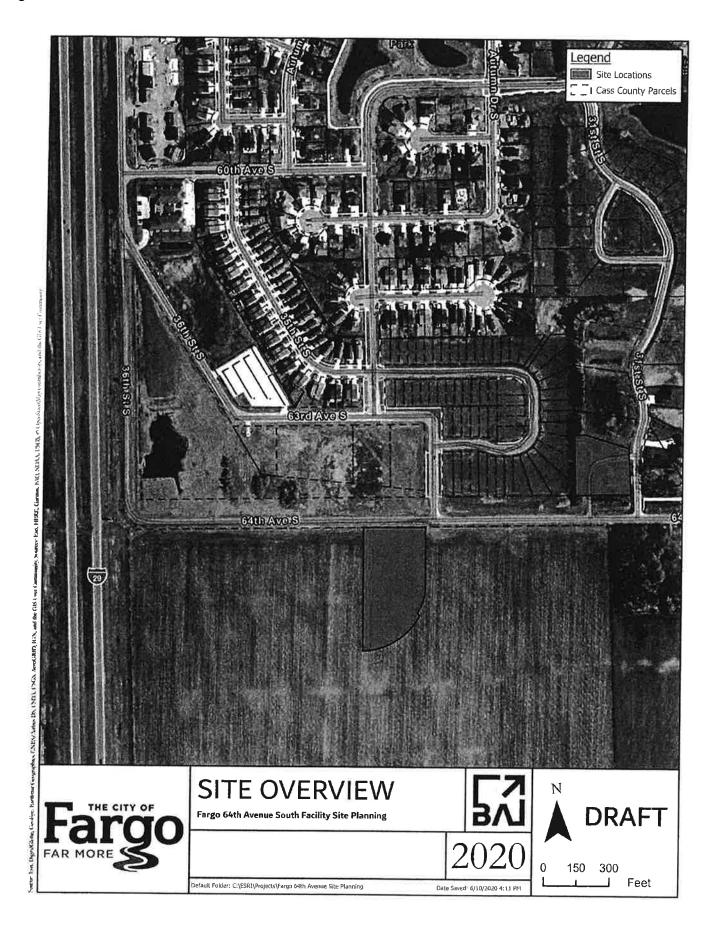
The Wastewater Utility currently operates and maintains 69 lift stations extending from Harwood to Oxbow. The Wastewater Treatment Facility at 3400 North Broadway is the home base for all of the department's vehicles, tractors, pumps, generators, tools, parts, etc. A shared Public Works/Public Utilities facility would greatly increase efficiency and reduce time in the performance of maintenance operations.

FINANCE COMMITTEE ACTION

On a motion by Dave Piepkorn, seconded by Steve Sprague, the Finance Committee voted to approve the negotiation of a purchase agreement with the property owner at 6375 31st St. S.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Tim Mahoney, Mayor	X			
Dave Piepkorn, City Commissioner	X			
Bruce Grubb, City Administrator	X			
Mike Redlinger, Assistant City Administrator	X			
Kent Costin, Director of Finance	X			
Steve Sprague, City Auditor	X			
		3/27		

Tim Mahoney, Finance Committee Chair



OFFICE OF THE CITY ADMINISTRATOR

BRUCE P. GRUBB Fargo City Hall 225 4th Street North Fargo, ND 58102-4817

Phone: 701.241.1310 | Fax: 701.476.4136

www.FargoND.gov

June 24, 2020

MEMORANDUM

To:

Finance Committee

From:

Bruce P. Grubb, City Administrator

Re:

Potential Land Acquisition - Fire Station No. 8

Background

Attached, please find a Report of Action (ROA) from the May 26 Finance Committee meeting regarding site planning work for future south side facilities. The Task Order scope included preliminary site planning to meet future needs of the following departments:

Department	Description	Acreage Estimate
Fire	Fire Department Station	1.0-acres
Public Works	Public Works Fueling Station	1.0-acres
Solid Waste Utility	Solid Waste Recycling Drop Site	
Water Utility	Commercial Water Depot	1.0-acres
Wastewater Utility	Wastewater/Public Works Garage	
Total Need		4.0-acres

The Fire Department has been including a new Fire Station No. 8 in the past several budget cycles. The recent calls for service reports indicate that a station is needed somewhere in the vicinity east of I-29 and south of 40th Avenue South. In addition to the need for a future Fire Station, the Public Works and Public Utilities Departments have also expressed a need for future south side facilities to increase travel time efficiencies...

Through a recent platting process for Selkirk addition, the City and the landowner conducted a trade of land which resulted in the City acquiring a 3.25-acres parcel near 64th Avenue South and 33rd Street. The parcel could potentially be used for a new fire station. However, the Selkirk parcel (3.25-acres) does not have adequate space to accommodate all of the future needs as identified above. City staff has recently become aware of a residential property for sale at 6375 31st Street South. The property is approximately 1.4-acres in size and has been identified as a preferred site by the Fire Department. It is considered a preferred site because of its direct access to 31st Street South (north connectivity). A map showing the two parcels is attached for your reference.

The property owner at 6375 31st Street South has indicated the property is for sale at this time and is willing to accept the current assessed value of \$343,200.

Suggested Funding Plan

Funding for the property acquisition is recommended to come from Water, Wastewater and Solid Waste Utility funds.

Water Utility \$125,000 Wastewater Utility \$125,000 Solid Waste Utility \$93,200

Suggested Motion:

Approve the drafting of a purchase agreement for the property at 6375 31st Street South for the purposes of a future Fire Station No. 8.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between TERRY A. KING AND RHONDA R.O. KING, the identified owner of the property located at 6375 31st Street South 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 Twenty-Eight (28), Block One (1) of Maple Valley 2nd Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Property Address: 6375 31st Street South, Fargo, ND

WHEREAS, Owner desires to sell, and the City of Fargo is willing to purchase Owner's property; 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. <u>Subject Matter</u>. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
- 2. <u>Purchase Price</u>. The purchase price for the Property is Three Hundred Forty-Three Thousand Two Hundred Dollars (\$343,200.00).
- 3. <u>Payment of Purchase Price</u>. 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. <u>Abstract</u>. 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. <u>Taxes and Utilities</u>. 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. <u>Deeds</u>. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.
- 7. <u>Closing Date and Transfer of Possession</u>. 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.

9. <u>Fixtures, Structures and Personal Property</u>. 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:

Fridge we garage, Freezer in Garage, washer dryer, chicken coop.

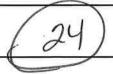
Some plants, curtains in dining room-shown curtains york.

- 10. <u>Warranty</u>. 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. <u>Inspection and Photographs</u>. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

(Signatures on following page.)

DATED this quad day of July, 2020.	
	Terry Aring Charles King
	Rhonda R.O. King
	*
DATED this day of, 2020.	
	BUYER:
	City of Fargo, a North Dakota municipal corporation
ATTEST:	Dr. Timothy J. Mahoney M.D., Mayor
Steve Sprague, City Auditor	

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Type: Amended and Restated Encroachment

Agreement

Location: Block 9 - Broadway b/w 2nd & 3rd Ave

Date of Hearing:

7/6/2020

Routing

City Commission

Date

PWPEC File

7/13/2020

Project File

Kristy Schmidt

The Committee reviewed communication from Civil Engineer, Kristy Schmidt, regarding a request for an Amended and Restated Encroachment Agreement into the right of way on the south side of 3rd Avenue North and on the east side of Broadway adjacent to the Block 9 Tower for landscaping elements associated with the Block 9 Tower at 215 and 225 Broadway. The owner will be responsible for the maintenance and/or replacement of the landscaping and other encroaching items.

Staff is recommending formalizing this encroachment with the following stipulations:

- Hold the City harmless against all expenses, demands, claims or losses sustained by the City by use of the public right of way be the Encroacher.
- The Encroacher will be responsible for paying all costs beyond those the City would have incurred to return the area to a material similar to the adjacent surface.
- Application fee for the encroachment in the amount of \$500.
- Waive the annual fee.
- Agreement expires upon the sale or transfer of the property.

On a motion by Nicole Crutchfield, seconded by Kent Costin, the Committee voted to recommend approval of the Amended and Restated Encroachment Agreement at 215 & 225 Broadway contingent upon \$500 application fee and Certificate of Insurance.

RECOMMENDED MOTION

ATTEST:

Kristi Olson

C:

Concur with the recommendations of PWPEC and approve the Amended and Restated Encroachment Agreement.

PROJECT FINANCING INFORMATION: Recommended source of funding for project: N/A				
				Yes No
Developer meets City policy for payment of delinquent spec	ials			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
OOMMAN TEE	<u>1 1000111</u>		1,10	V
Tim Mahoney, Mayor	V	√	Γ	
Nicole Crutchfield, Director of Planning	V	乊	Г	
Steve Dirksen, Fire Chief	<u>\\</u>	ঘ	Г	
Bruce Grubb, City Administrator	<u> </u>	V	Г	
Ben Dow, Director of Operations	Г	Г	Г	
Steve Sprague, City Auditor	V	V		
Brenda Derrig, City Engineer	V	₩.	Г	
Kent Costin, Finance Director	V	V	Г	
		1 -	/	

Brenda E. Derrig, P.E.

City Engineer



Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Kristy Schmidt, Project Engineer

Date:

June 30, 2030

Re:

Amended and Restated Encroachment Agreement for Block 9 Tower landscaping - 215

and 225 Broadway

Background:

Attached you will find the amended and restated encroachment agreement for landscaping elements associated with the Block 9 Tower at 215 and 225 Broadway. The amended and restated encroachment agreement is into the right of way on the south side of 3rd Avenue North and on the east side of Broadway adjacent to the Block 9 Tower. The Owner will be responsible for the maintenance and/or replacement of the landscaping and other encroaching items. Please see the attached drawing showing the area of encroachment.

Staff is recommending formalizing this encroachment with the following stipulations:

- Hold the City harmless against all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- The Encroacher will be responsible for paying all costs beyond those the City would have incurred to return the area to a material similar to the adjacent surface.
- Application fee for the encroachment in the amount of \$500.
- Waive the annual fee.
- Agreement expires upon sale or transfer of the property.

Recommended Motion:

Approve the amended and restated encroachment request at 215 and 225 Broadway, contingent upon \$500 application fee and providing the Certificate of Insurance.

Attachment

C: Keith Leier, Kilbourne Group

William P. Harrie*
Mark R. Hanson*
Douglas W. Gigler*
Andrew L.B. Noah
Jacqueline S. Anderson*



*Thaddeus E. Swanson Cloe A. Kilwein Anthony J.R. Anderson *Colin A. Brown

Gregory B. Selbo, Retired

*Also Licensed in Minnesota
• Also Licensed in South Dakota

July 8, 2020

Hand Delivered

Nancy J. Morris, Assistant City Attorney-Fargo 505 Broadway, Suite 206 Fargo, ND 58102

RE:

Block 9 Master Condominium Association/City of Fargo Amended and Restated Encroachment Agreement (Tower) Our file no. 17067.010

Dear Nancy:

Enclosed is the original Amended and Restated Encroachment Agreement (Adjacent to Block Nine Tower) which has been executed by Block 9 Master Condominium Association. Please have the document executed by the City and return the original to me. I will then see to it that the document is recorded.

I have a request in for a check for the \$500 processing fee. I will forward that check to you once I receive it.

Andrew L.B. Noa

ALN/tw Enc.

Sincerely

AMENDED AND RESTATED

ENCROACHMENT AGREEMENT

(ADJACENT TO BLOCK NINE TOWER)

THIS AMENDED AND RESTATED ENCROACHMENT AGREEMENT (ADJACENT TO BLOCK NINE TOWER) (the "Agreement"), is made and entered into as of the effective date below by and between the CITY OF FARGO, a North Dakota municipal corporation [hereinafter "City"] and BLOCK 9 MASTER CONDOMINIUM ASSOCIATION, a North Dakota nonprofit corporation [referred to as "Owner"]

WITNESSETH:

WHEREAS, for background purposes only, and not because said agreement is integral to the interpretation or effectiveness of this Agreement, the City and Block 9 Partners LLC, a North Dakota limited liability company ("Partners") entered into a Development Agreement dated May 23, 2016, as amended [the "Development Agreement"], which contemplated the development, design and construction of the "Project" as defined in said Development Agreement, as "...the Block 9 Garage, the Plaza, the Skyway Work and the Mixed Use Project..." and in which Partners is responsible for performing, or causing others to perform, the design, development and construction of the "Project" in accordance with the Development Agreement; and,

WHEREAS, the tower portion of the Project [the "Tower"] is located on a parcel of real property described on attached Exhibit A [the "Tower Parcel"], which is subject to certain operation and management functions and duties by Owner pursuant to that certain Block 9 Master Condominium Declaration Establishing a Plan of Condominium Ownership dated as of August 31, 2018, and recorded in the office of the Cass County Recorder on August 31, 2018, as Doc. No. 1546149; and,

WHEREAS, the envelope for construction, use and operation of the Tower extends into a portion of the right-of-way adjacent to the Tower Parcel on 3rd Avenue North and Broadway Street North; and,

WHEREAS, City and Partners entered into that certain Encroachment Agreement (Adjacent to Block Nine Tower) dated as of August 29, 2018, and recorded in the office of the Cass County Recorder on August 31, 2018, as Doc. No. 1546157 (the "Prior Agreement").

WHEREAS, to the extent said Tower elements extend into the public right-of-way, the parties wish to enter into this Agreement memorializing the terms by which said encroachments are to be allowed, and this Agreement shall wholly, amend, restate, replace, and supersede the Prior Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, it is hereby agreed by and between the parties as follows:

- 1. ENCROACHMENT OF TOWER ONTO R-O-W. City hereby grants Owner and its successors and assigns, for the benefit of the Tower Parcel, the right to encroach upon that part of the Broadway North and 3rd Avenue North rights-of-way described and depicted on attached Exhibit B [the "Encroachment Area"] only for the purposes of installing decorative pavers, decorative concrete, and an overhead entry canopy with signage in conformance with the International Building Code ("IBC"), as shown on attached Exhibit C [the "Permitted Encroachments"]. Owner shall provide City final design and record drawings ("as builts") of completed work in the ROW.
- 2. The rights granted by City to Owner under this Agreement are subject to the following terms and conditions.
 - A travelable sidewalk must be open at all times. There should never be an A. event or other obstruction that doesn't allow customary pedestrian travel. Said travel route must be compliant with the Americans with Disability Act ("ADA") https://www.access-Rights-of-Way Guidelines Access Public and board.gov/guidelines-and-standards/streets-sidewalks/public-rights-ofway/proposed-rights-of-way-guidelines ("PROWAG") as the same is amended from time to time. The requirement to maintain compliance shall be ongoing and to the extent that changes or improvements must be incorporated into the Encroachment Area. Owner shall be responsible for such compliance, changes or improvements, including without limitation, with respect to unallowed obstructions, the width and shape of passage route and required curb line buffers.
 - B. The grant of this encroachment will not be interpreted to authorize the sale or consumption of alcoholic beverages on public right of way that is otherwise prohibited by law.
 - C. Owner acknowledges the Encroachment Area serves as a sidewalk for public travel and Owner will be responsible for commercially reasonable

maintenance, repair, and replacement of the encroachment features, and shall be responsible for ADA and PROWAG compliance with respect any Permitted Encroachments. If repairs are not made by Owner in a timely and appropriate manner, as reasonably determined by City, City shall repair or replace the offending encroachment feature to City Standards and Specifications, and the cost thereof shall be assessed to the Tower Parcel. City shall give Owner notice of any deficiency if the same is made known to City by report or observation, and City shall provide a reasonable time to Owner to rectify the concern. In the event of an emergency as determined by City, if repairs are not immediately accomplished by Owner, City shall repair or replace in accordance with City Standards and Specifications.

- D. With respect to the removal or demolition of any sidewalk to accommodate the design, installation or repair of the Permitted Encroachments, Owner will pay all costs for such removal, demolition, design and reconstruction and Owner will also pay the reasonable out-of-pocket costs of City, if reasonably necessary, to provide supervision and oversight of such removal and replacement of the sidewalk.
- E. <u>Aesthetics</u>. Owner shall be responsible for the aesthetic features of the Permitted Encroachments, including plantings, weed eradication, removal and restoration, as well as trash removal and disposal. City shall have no responsibility for the plant materials. Complaints made to City, if any, shall be communicated to Owner and addressed by Owner in a timely and appropriate manner.
- 3. Owner will directly contract for engineering and construction services for the construction and installation of the elements of the Permitted Encroachments within the Encroachment Area. Owner will make direct payment for the services. Owner's contractor(s) and engineer (s) must be licensed under the laws of the State of North Dakota, and otherwise be responsible contractors and engineers as reasonably determined by City.
- 4. Owner shall be responsible for compliance with all City construction standards and specifications, including but not limited to compliance with the <u>City of Fargo Requirements</u> for Engineering Services on Public Construction Projects, dated April 2015, as modified by the <u>City Engineer</u> [the "City Standards and Specifications"]. All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at http://mutcd.fhwa.dot.gov/pdfs/2009/pdf index.htm ["MUTCD Standards and Specifications"].

- 5. City shall have no obligation, liability, or responsibility for the costs incurred by the Owner to complete the Owner's work under this Agreement, including, but not limited to, contractor and engineering fees. In no event will City be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work. Nothing in this paragraph shall be interpreted or construed to limit the City's obligations as set forth in the Development Agreement.
- 6. Owner agrees that, after written notice and reasonable opportunity to cure, failure to properly construct, maintain, repair or replace the Permitted Encroachments may result in City restoring the Encroachment Area to City Standards and Specifications and assessing the cost to the Tower Parcel. In such case: (a) Owner waives its right to protest the resolution of necessity for the improvements and restoration or other provisions of NDCC Chapter 40-27 as the same may be amended for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17; (b) Owner specifically consents to the restoration of the sidewalk to City Standards and Specifications upon termination of this Agreement; and (c) Owner further consents to the assessment of cost thereof to the Tower Parcel and waives any right to protest the benefit or other assessment attributed to the construction. Project costs which may be assessed against the Tower Parcel include all costs of the improvement that are authorized by North Dakota law, include; NDCC §40-23-05, such as engineering, fiscal agent's and attorney's fees for any services in connection with authorization and financing of the improvement, and all other costs as authorized by law.
- 7. Owner, its successors and assigns will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel in accordance with MUTCD Standards and Specifications.
- 8. To the extent Owner no longer occupies the Encroachment Area, Owner will remove all Permitted Encroachments and restore the City right of way to City Standards and Specifications, at Owner's cost.
- 9. It is understood and agreed by and between the parties that Owner, its successors and assigns, will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right of way.
- 10. Owner agrees to indemnify, release and hold harmless City for any and all expenses, demands, claims or losses of any kind that may be asserted against City or sustained

by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements to the extent of Owner's negligence or willful misconduct in its use of the right of way permitted herein. Owner agrees to obtain a policy of insurance for public liability and property damage insurance with respect to this Agreement with coverage limits reasonably acceptable to City and that names City as an additional insured. Owner shall provide City with a certificate of insurance evidencing such insurance and coverages.

- Owner, its successors and assigns, agree to hold the City harmless for any expenses, damages, demands, claims or losses of any kind to any of Owner's property located in the Encroachment Area occasioned by normal City operations in the right of way, including but not limited to snow removal, light maintenance, and water or sewer repairs.
- 12. This Agreement is personal to Owner and cannot be sold, transferred or otherwise assigned, except as provided for herein. The rights and obligations of Owner under this Agreement shall pass to any successor or assign, and this Agreement shall continue without interruption provided (1) City has not terminated the Agreement as provided herein; (2) Owner, its successors and assigns provide Notice to City of the change in ownership; and (3) proof that the insurance required herein continues uninterrupted, from either Owner or its successors and assigns. Failure to provide such Notice or Evidence of Insurance within 30 days of such transfer may be cause for Termination of this Agreement.
- 13. Owner understands and agrees that City construction in the right of way may be necessary from time to time and when necessary may damage or otherwise impact the Permitted Encroachments. In such event, Owner shall be responsible for the repair or replacement of the Permitted Encroachments. City shall provide Owner Notice of the work to be completed and provide Owner a reasonable time, not less than 10 days, to repair or replace the Permitted Encroachment.
- 14. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any statutory limitation on the authority of City to grant such permission, which may now or hereafter exist. City acknowledges that it is not aware of any existing limitations.
- 15. **TERMINATION OF ENCROACHMENT**. The authorization from the City allowing the encroachment onto City right-of-way should extend and continue so long as the Tower remains on the Tower Parcel. The provisions of this Agreement pertaining to the obligations of

Owner to vacate the Encroachment Area, to restore the Encroachment Area, to allow the City to assess certain costs of restoration, et cetera, shall survive the termination of said authorization and this Agreement, itself, shall terminate only at such time as restoration of the right of way has been completed, all warranties for such work are expired and all costs to be paid by Owner have, in fact, been either paid or have been appropriately assessed against the benefitting parcel.

It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the Encroachment Area. The intent of this Agreement is to allow the Permitted Encroachments to remain in place for so long as the use of the Tower Parcel remains the same. In the extraordinary event that City determines a public need for some or all of the Encroachment Area without a change in use of the Tower Parcel, including but not limited to the provision of public services such as street widening, storm and sanitary sewer repair and installation, water main repair and installation, sidewalk repair and installation and/or street and traffic lighting repair and installation, and the continued presence of some or all of the Permitted Encroachments is no longer practicable under the circumstances, City may, as determined by the City Commission, terminate Owner's rights, in whole or in part, under this Agreement.

- 16. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
- 17. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
- 18. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
- 19. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties

regarding the matters described in this Agreement. This Agreement wholly amends, restates, replaces and supersedes the Prior Agreement.

- 20. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
- 21. It is specifically agreed between the parties that a copy of this Agreement may be recorded.
- 22. Owner agrees to pay City a \$500 processing fee, due at signing. The annual fee is waived by City.
- 23. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

Dated this The day of July, 2020	
(BLOCK 9 MASTER CONDOMINIUM
	ASSOCIATION, a North Dakota nonprofit
	corporation
	By France
	F. Scott Neal, President
STATE OF NORTH DAKOTA)) ss:
COUNTY OF CASS) 55.
	,
On this 1th day of July	2020, before me, a notary public in and for
	peared F. Scott Neal to me known to be the President of
	INIUM ASSOCIATION, a North Dakota nonprofit
corporation, the entity described in a	and that executed the within and foregoing instrument, and
acknowledged to me that he/she execu	ted the same
1	Ludin.
KENDRA DAIS Notary Public	Notary Public
State of North Dakota My Commission Expires Sept. 13, 2022	
(SEAE)	

Dated this day of, 2020.	
	CITY OF FARGO
	a North Dakota municipal corporation
	By
	Timothy J. Mahoney, M.D., Mayor
ATTEST:	
Steven Sprague, City Auditor	
STATE OF NORTH DAKOTA)) ss:	
COUNTY OF CASS)	
	, 2020, before me, a notary public in and for said
	IMOTHY J. MAHONEY, M.D. and STEVEN
	nd Auditor, respectively, of the CITY OF FARGO, a
North Dakota municipal corporation descri	bed in and that executed the within and foregoing
instrument, and acknowledged to me that said	I municipal corporation executed the same.
(SEAL)	Notary Public Cass County, North Dakota

EXHIBIT A

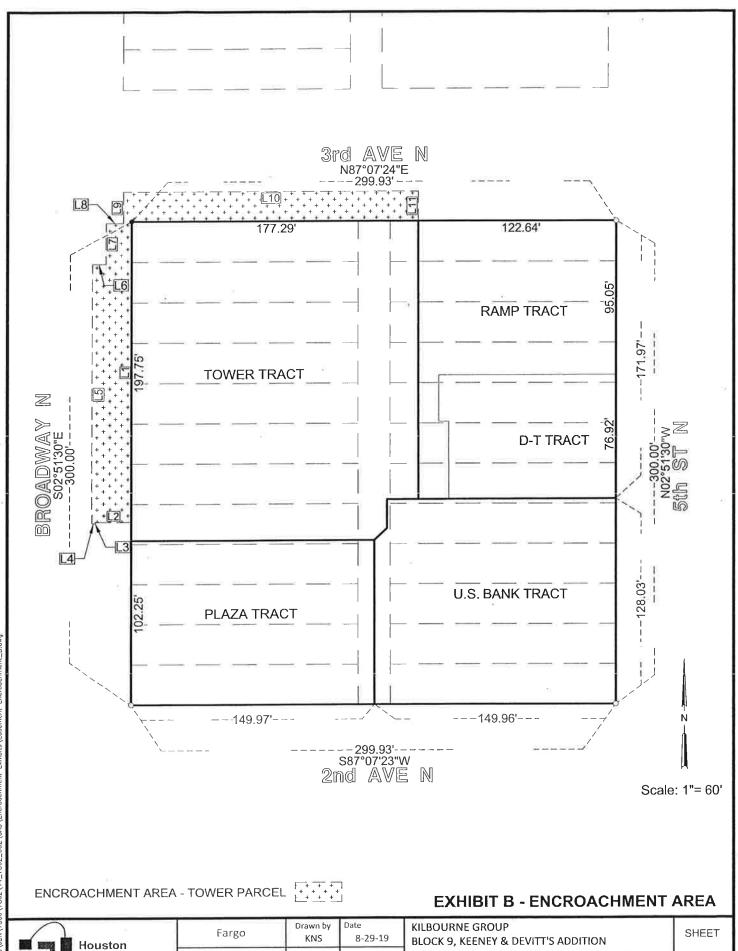
Legal Description of Tower Parcel

Units 1, 2, 3, 4 and 5, Block 9 Master Condominium, a Condominium created pursuant to a Declaration Establishing a Plan for Condominium Ownership recorded in the office of the County Recorder for Cass County, North Dakota as Document No. 1546149, together with the undivided interest in the common elements declared to be appurtenant to such units.

THE ABOVE LEGAL DESCRIPTION WAS OBTAINED FROM A PREVIOUSLY RECORDED DOCUMENT.

EXHIBIT B

Legal Description and Depiction of Encroachment Area



CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

PROJECT NO. 7862-0002

1 of 3

P: 701.237.5065 F: 701.237.5101

Engineering Inc.

Checked by

CAS

AS SHOWN

H-\Focos\ JRN\ 7800\ 7869\ 14 | 7869 | 000\ CAD\ Focosbraes | Fybibits\ Focosbr

Fargo	
P: 701.237.5065 F: 701.237.5101	

Drawn by

KNS

Checked by

CAS

DESCRIPTION - ENCROACHMENT AREA - TOWER:

That part of the public street right-of-way lying adjacent to Block 9, Keeney and Devitt's Addition to the City of Fargo, Cass County, North Dakota, described as follows:

BEGINNING at the Northwest Corner of said Block 9; thence South 02°51'30" East (assumed bearing), along the westerly line of said Block 9, for a distance of 186.22 feet; thence South 87°13'01" West for a distance of 22.05 feet; thence South 02°46'59" East for a distance of 0.76 feet; thence South 86°47'26" West for a distance of 2.00 feet; thence North 02°46'56" West for a distance of 160.59 feet; thence North 87°06'30" East for a distance of 7.88 feet; thence North 02°45'21" West for a distance of 25.30 feet; thence North 87°25'22" East for a distance of 10.79 feet; thence North 02°54'42" West for a distance of 19.24 feet; thence North 87°05'34" East for a distance of 182.41 feet; thence South 02°54'26" East for a distance of 18.20 feet to a point of intersection with the northerly line of said Block 9; thence South 87°07'24" West, along the northerly line of said Block 9, for a distance of 177.29 feet to the POINT OF BEGINNING.

Said tract of land contains 7,549 square feet, more or less.

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, hereby certify that this survey, plan, or report was prepared by me or under my direct supervisor. and that I am a duly registered land surveyor under the laws of the state of North Dakota.

Dated this 29 day of August 20 19

Curtis A. Skarphol

Registered Land Surveyor No. 4723

STATE OF NORTH DAKOTA

1SS

COUNTY OF CASS

On this 29 day of August On this 29 day of August , 20 19, before me, a notary public, personally appeared Curtis A. Skarphol, registered land surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

BRIDGET KESSLER Notary Public State of North Dakota My Commission Expires July 10, 2023

EXHIBIT B - ENCROACHMENT AREA



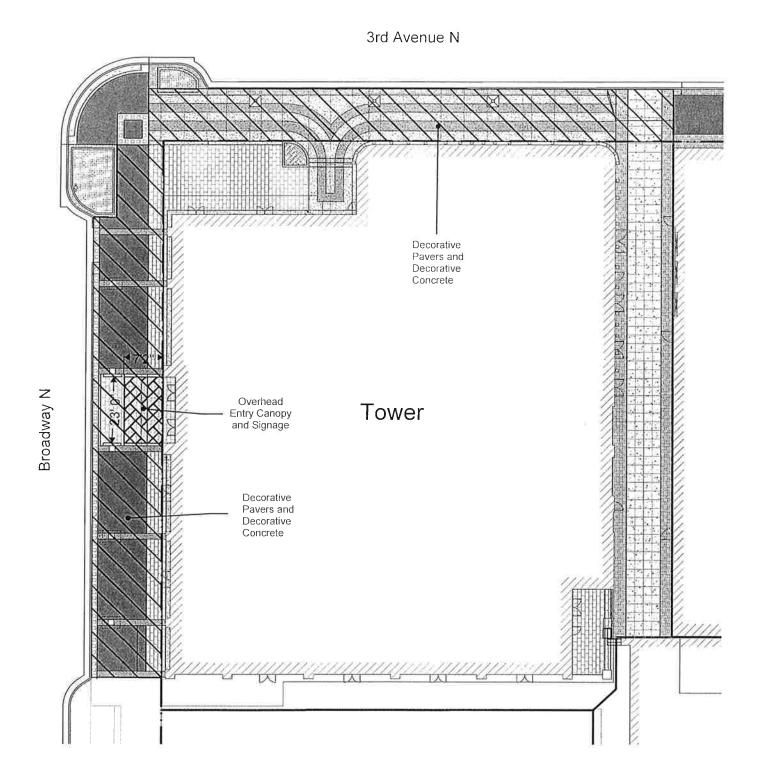
Drawn by Fargo KNS 8-29-19 Checked by P: 701.237.5065 701.237.5101 CAS

KILBOURNE GROUP **BLOCK 9, KEENEY & DEVITT'S ADDITION** CITY OF FARGO, CASS COUNTY, NORTH DAKOTA PROJECT NO. 7862-0002

3 of 3

SHEET

EXHIBIT C Drawing Showing Permitted Encroachments



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.

SL-19-B1

Type: Negative Final Balancing Change Order #1

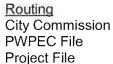
Location:

19th Ave N – 29th Ave N and b/w

Brdwy N & Evergreen Rd N

Date of Hearing:

7/6/2020



<u>Date</u> 7/13/2020

Dave Helland

The Committee reviewed the accompanying correspondence from Project Manager, Dave Helland, regarding Negative Final Balancing Change Order #1 in the amount of -\$14,290.50, 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 #1 in the amount of -\$14,290.50, bringing the total contract amount to \$733,100.25.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Strata Corp.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$14,290.50, bringing the total contract amount to \$733,100.25 to Strata Corp.

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)

res	1/10	
	N/A	
	N/A	
	N/A	

Unanimous |₹|

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

Brenda E. Derrig, P.E.

Yes

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No

П

City Engineer

Present

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[7]

17

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7

ATTEST:

C:

Kristi Olson

Fargo FAR MORE SO

CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

Strata Corporation Change Order No For Street Lighting & Incidentals 6/25/2020 SL-19-B1 Improvement District No Project Name Date Entered This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Oty	Tot Cont Oty	Unit Price (\$)	C/O Ext Price (\$)
Street Lighting	-	Remove Street Light	EA	5.00	0.00	5.00	1.00	00.9	250.00	250.00
	4	F&I Base 5' Deep Reinf Conc	EA	181.00	0.00	181.00	-1.00	180.00	00.009	-600.00
	9	F&I Conductor #6 USE Cu	<u>+</u>	86,499.00	0.00	86,499.00	-822.00	85,677.00	1.25	-1,027.50
	7	F&I Innerduct 1.5" Dla	Į,	29,231.00	00.00	29,231.00	-359.00	28,872.00	7.00	-2,513.00
	6	F&I Pull Box	E	17.00	0.00	17.00	-3.00	14.00	800.00	-2,400.00
	10	Remove Pull Box	Ä	1.00	0.00	1.00	-1.00	0.00	200.00	-200.00
	12	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	0.00	100.00	-85.00	15.00	105.00	-8,925.00
	13	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	0.00	20.00	9.00	29.00	125.00	1,125.00
								Street Lightin	Street Lighting Sub Total (\$)	-14,290.50

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

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

-14,290.50

747,390.75

THE CITY OF

CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

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Current Substantial Completion Date

10/25/2019

Description APPROVED

Current Final Completion Additional Days Substantial Date Completion

0.00

Additional Days Final Completion

0.00

New Substantial Completion Date

New Final Completion

10/25/2019

APPROVED DATE

Department Head

Mayor

Electric Marayer

Title

For Contractor

Attest

Page 2 of 2

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.

BR-20-E1

Type: Change Order #2 & Time Extension

Location:

17th St S. 21st Ave – 25th Ave 25th Ave S, 18th St - 14th St

Date of Hearing:

7/6/2020

Routing City Commission

7/13/2020

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PWPEC File Project File

Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Change Order #2 in the amount of \$9,336.94, for additional work, along with the associated time extension to the Interim Phase 2A Dates.

Staff is recommending approval of Change Order #2 and the time extension to the Interim Phase 2A Dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Interim Phase 1-14 Days (May 25 th , 2020) Interim Phase 2A – 35 Days (June 30 th , 2020) Substantial – September 19, 2020	Interim Phase 1 - 17 days (May 28 th , 2020) 	Interim Phase 2A – 38 days (July 3 rd , 2020)
Final-October 23, 2020	2 -1 2	9 <u>22</u> 7

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #2 & time extension as described above to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #2 in the amount of \$9,336.94, bringing the total contract amount to \$1,780,225.42, and the time extension to the Interim Phase 2A 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

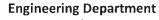
Kent Costin, Finance Director

ATTEST:

Present	Yes	No	<u>Unanimous</u>
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Brenda E. Derrig, P.E.

City Engineer





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:

July 1, 2020

Re:

Improvement District No. BR-20-E1 – Change Order #2 & 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 \$9,336.94 (0.53% of the original contract), which increases the total contract amount to \$1,780,225.42, is for additional work as shown on Change Order #2.

Northern Improvement is requesting a 3-day time extension on the interim completion date for Phase 2A (the first of 3 phases on 17th Street South).

Northern Improvement's time extension request is due to the extra work that was performed and for time lost locating water and sewer services that we didn't know the locations of. See Change Order #2 for the description of the extra work that was performed and the time delays.

Recommended Motion:

Approve Change Order #2 and the time extension for Improvement District BR-20-E1 as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Interim Phase 1-14 Days (May 25th, 2020) Interim Phase 2A – 35 Days (June 30 th , 2020) Substantial – September 19, 2020	Interim Phase 1 - 17 days (May 28 th , 2020)	Interim Phase 2A – 38 days (July 3 rd , 2020)
Final-October 23, 2020	-	c==:

ENGINEERING DEPARTMENT CHANGE ORDER REPORT CITY OF FARGO

Improvement District No	BR-20-E1	Change Order No	2	
Project Name	Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals	, Asphalt Mill & Overlay, & Incidentals	ncidentals	White the second of the second
Date Entered	7/1/2020	For	Northern Improvement Co	The second of th

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 - Exploratory Digging (\$6,844.33): There were 2 sanitary sewer services along with a water service that we didn't know the location of. The Contractor lost time trying to locate these services.
2.) Extra - Replace sanitary sewer clean out and wye (\$2,492.61): The clean out on the sanitary sewer service along with the wye, was broken and needed to be replaced.

SANITADY	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	Prev Cont Qty Curr C/O Qty Tot Cont Qty Unit Price (\$) C/O Ext Price (\$)
SEWER	123	* Extra - Replace sanitary sewer clean out and wye.	rs	0.00	0.00	0.00	1.00	1.00	2,492.61	2,492.61
	124	124 * Extra - Exploratory Digging	SI	0.00	0.00	0.00	1.00	1.00	6,844.33	6,844.33
							้	ANITARY SEWE	SANITARY SEWER Sub Total (\$)	9,336.94
	* NC Items						10 (44) 10 (44) (40) (40) (40) (40) (40) (40) (40		Grand Total (\$)	9,336.94
Summary										
Source Of Funding	ding	Valuation value of the same of	Ş	Special Assessments,	State Funds - O	other ND, Utility Fur	Assessments, State Funds - Other ND, Utility Funds - Wastewater - 521, Utility Funds - Water - 501	521, Utility Funds -	Water - 501	
Net Amount Change Order # 2 (\$)	lange Orc	ler # 2 (\$)	0	1	Annual de Abbenda	Total Manual Control of the Control		And the second s		10 356 0
Previous Change Orders (\$)	ge Orders	(\$)			1					16,287.13
Original Contract Amount (\$)	act Amou	nt (\$)								1,754,601.35
Total Contract Amount (\$)	Amount ((\$	1)	8: F		1				1,780,225.42

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

CONTRACT TIME

New Final Completion Date	10/23/2020
New Substantial Completion Date	09/19/2020
Additional Days Final Completion	0.00
Additional Days Substantial Completion	0.00
Current Final Completion Date	10/23/2020
Current Substantial Completion Date	09/19/2020

Improvement District No: BR-20-E1

CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

Description

Northern Improvement is requesting a time extension for the interim completion date on Phase 2A.

Northern Improvement's time extension request is for the time lost locating water and sewer services, that we didn't know the locations of

(1.5 days).

Northern improvement is also asking for a time extension for the additional time that it took to add gravel backfill to the 30" RCP. The plans didn't call for Class 3 gravel backfill around the 30" RCP storm is ever in the Boulevard. We had the Contractor add gravel backfill to the 30" RCP, which required additional time to install the pipe and haul out the additional clay material (1.5 days).

Total time extension request on Phase 2A is 3 days.

APPROVED DATE

Department Head

Mayor

Estmator Paret Manyer

Attest

For Contractor

Title

APPROVED

Page 2 of 2

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Easement Use Agreement

Location:

Lewis and Clark School

Date of Hearing:

7/6/2020

Routing City Commission PWPEC File

Date 7/13/2020

Project File Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding an Easement Use Agreement requested by Fargo Public Schools to construct an addition on Lewis and Clark School. An Easement Amendment has already been approved by PWPEC for this project.

Fargo Public Schools and Engineering have negotiated an Easement Use Agreement to define responsibilities during construction of the addition in the unlikely event that the sanitary sewer is damaged during construction.

Staff is recommending approval of the Easement Use Agreement.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee voted to recommend approval of the Easement Use Agreement with Fargo Public Schools.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Easement Use Agreement.

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

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

Yes	No	<u> Unanimous</u>
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ATTEST:

COMMITTEE

C: Kristi Olson Brenda E. Derrig, P.E.

City Engineer



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:

Kevin Gorder, Division Engineer

Date:

July 1, 2020

Re:

Fargo Public Schools Addition at Lewis and Clark

Easement Use Agreement

Engineering and Fargo Public Schools have been working on details so Fargo Public Schools can construct an addition to Lewis and Clark School. Some of the improvements will be placed on an easement the City obtained in 1955. The easement was obtained to place sanitary sewer, storm sewer, and water mains across the school property. An Easement Amendment has already been approved by PWPEC.

Engineering and Fargo Public Schools have negotiated an agreement to define responsibilities during construction of the addition in the unlikely event this sanitary sewer is damaged during construction. This agreement is attached.

Solid Waste has a Recycle Center at this location and this Center will need to be modified as part of the project. Terms of that agreement are still in negotiation so another agreement will be presented when all the details of that agreement have been reached. Fargo Public Schools wants to get started with their construction so we request approval for this agreement.

Recommended Motion:

Approve the Easement Use Agreement.

Attachments

Easement Use and Protection Agreement

This Easement Use and Protection Agreement ("Agreement"), made and entered into between Fargo Public Schools "Owner", and the City of Fargo, a North Dakota municipal corporation ("City"), is for the purpose of providing Owner use of the Street and Utility Easement described as follows, situated within the City of Fargo, County of Cass and State of North Dakota:

The South Eighty (80) Feet of Block Six (6) of Bohnsack's First Addition to the City of Fargo, according to the certified plat thereof on file and of record in the office of the Register of Deed of said Cass County, North Dakota (hereinafter "Easement Area").

Fargo Public Schools intends to install a parking lot, sidewalks, and a playground (hereinafter "Surface Improvements") and underground service connections for sanitary, storm, and water (hereinafter "Services") in the Easement Area.

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

- 1. No permanent structures will be built on the easement and right of way. Fargo Public Schools will install surface improvements and services to support the expansion of Lewis and Clark School.
- 2. The City will continue to maintain the sanitary sewer trunk line.
- 3. The School will be responsible for installation, repair, and maintenance of the Surface Improvements and Services installed in the Easement. Fargo Public Schools shall protect the City Infrastructure during construction of the Surface Improvements to and ensure the

- sewer trunk line is not damaged during construction. Construction shall stay at least 5' away from the sewer and follow all One Call requirements.
- 4. If any damage occurs to the sanitary sewer trunk line, City will make arrangements to repair, replace, or reroute the Line, at its discretion. Damage by Fargo Public School or it's Contractor, as reasonably determined by the City, shall be resolved in conjunction with Fargo Public Schools. Fargo Public Schools agrees to reimburse the City for the cost of the repair caused by the School's activity on the site.
- 5. The City will not be responsible for any delay costs or changes in construction methods for Fargo Public Schools' project associated with any repairs to the sanitary sewer.
- It is understood and agreed by and between the parties that this Agreement is given subject to
 any statutory limitation on the authority of City to grant such permission, which may now or
 hereafter exist.
- 7. Notices required by this Agreement shall be given as follows:

As to the Owner:

As to the City:

Fargo Public Schools Attn.: Jackie Gapp gappj@fargo.k12.nd.us 415 4th St N Fargo, ND 58102 (701) 446-1032 City of Fargo Engineering Attn: Kevin Gorder feng@fargond.gov 225 4th St N Fargo, ND 58102 (701) 241-1545

- It is understood and agreed by and between the parties that this Agreement is given subject to
 any limitation on the authority of City to grant such permission, which may now or hereafter
 exist.
- 9. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
- 10. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
- 11. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement,

- and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
- 12. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
- 13. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
- 14. It is specifically agreed between the parties that Agreement may be recorded.
- 15. This Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.

(Remainder of Page Intentionally Left Blank)

LUCAS G NESS ALLEN
Notary Public
Stale of North Dakota
A) Commission Supers June 26, 2020

	Robin Nelson, Board President ROWNELL
STATE OF NORTH DAKOTA)) ss: COUNTY OF CASS)	
On this 21 day of June , 2 school of Fargo Public Schools, the instrument, and acknowledged to me that su	020, before me personally appeared Robin Nelson, nat is described in, and that executed the foregoing ach person executed the same.
	frem Calerdan
(SEAL) LUCAS G NESS ALLEN Notary Public State of North Dakota My Commission Expires June 26, 2023	Notary Public

Dated this 21 day of June, 2020.

	Dr. Timothy J. Mahoney M.D., Mayor
ATTEST	
Steve Sprague, City Auditor	
STATE OF NORTH DAKOTA	
COUNTY OF CASS)	SSS.
personally appeared TIMOTHY J. M. to be the Mayor and City Auditor, resp	before me, a notary public in and for said county and state, AHONEY, M.D. and STEVEN SPRAGUE, to me known pectively, of the City of Fargo, Cass County, North Dakota, and that executed the within and foregoing instrument, nicipal corporation executed the same.
(SEAL)	Notary Public Cass County, ND My Commission equipose
(SEAL)	My Commission expires:
÷	This document was prepared by: Nancy J. Morris Assistant City Attorney Erik R. Johnson & Associates, Ltd. 505 North Broadway, Suite 206 Fargo, ND 58102 701-280-1901 NMorris@lawfargo.com





225 4th Street North

Fargo, ND 58102 Phone: 701.241.1545 | Fax: 701.241.8101

e: 701.241.1545 | Fax: 701.241.8101 Email feng@FargoND.gov www.FargoND.gov



July 8, 2020

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re:

Improvement District No. SL-20-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 8, 2020, for Street Lighting & Incidentals, Improvement District No. SL-20-B1, located between 6th Avenue South and 11th Avenue South and between 17th Street South and 21st Street South.

The bids were as follows:

Moorhead Electric

\$261,082.70

Strata Corporation

\$278,272.30

Engineer's Estimate

\$355,193.50

The special assessment escrow is not required.

Three protests were received amounting to less than 1% of the Improvement District. We recommend that the protest be declared insufficient and the contract be awarded to Moorhead Electric in the amount of \$261,082.70 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs

Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # SL-20-B1

Street Lighting & Incidentals

Between 6th Avenue South and 11th Avenue South and between 17th Street South and 21st Street South

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Street Lighting & Incidentals Improvement District # SL-20-B1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$
reet Lighting		H. P. T. MH		
1 Relocate Street Light	EA	1.00	260.00:	260.00
2 Remove Street Light	EA	1.00}	350.00	350.00
3 F&I Feed Point	EA	1.00	8,400.00	8,400.00
4 F&I Base 5' Deep Reinf Conc	EA	63.00	772.00	48,636.00
5 Remove Base	EA	1.00	225.00	225.00
6 F&I Conductor #6 USE Cu	LF	26,601.00	1.30	34,581.30
7,F&I Innerduct 1.5" Dia	LF	9,038.00	5.80	52,420.40
8 F&I Luminaire Type A	EA	62,00	660.00	40,920.00
9 F&I Pull Box	; EA	2.00	900.00	1,800 00
10 F&I Light Standard Type A	EA	62.00	1,020.00:	63,240.00
11 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	50.00	120.00	6,000,00
12 Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	130.00	3,250.00
13: Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
X		Stre	et Lighting Total	261,082.70
1 (17 No. 9) H. (No. 19 No. 19	- 747 - 753-5-5-6-7453 (-	Total Co	nstruction in \$	261,082.70
	E	ngineering	10.00 %	26,108.27
	Le	gal & Misc	3,00 %:	7,832.48
	Con	tingencies	10.00 %:	26,108.27
	Adm	inistration	4.00 %	10,443 31
		Interest	4,00 %	10,443.31
		Total Es	stimated Costs	342,018.34
	Fig. 7 - A	Spe	cial Assessments	342,018.34
		U	nfunded Costs	0.00

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

Date: 07/08/2020

Tom Knakmuhs
Assistant City Engineer