

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, July 1, 2015).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of the following Ordinances:
 - a. Relating to Plumbing Code.
 - b. Relating to Waterworks System.
- 2. 2nd reading and final adoption of an Ordinance rezoning Certain Parcels of Land Lying in Blu Water Creek 4th Addition.
- 3. Reject the proposals received for the Park East property.
- 4. Sole Source Procurement for Professional Consulting Services with Walker Consultants for the parking facility portion of the proposed Mercantile Mixed-Use project.
- 5. Direct the City Attorney to draft a Parking Agreement with the owners of the Bison Apartments, for the agreed upon terms contingent upon the construction of the Mercantile Parking Ramp.
- 6. Applications for Games of Chance:
 - a. Osgood Kindergarten Center PTO for a raffle from 8/5/19 to 11/16/19.
 - b. Bison Wrestling Club for a raffle on 11/2/19.
 - c. Horse Race North Dakota Foundation for a calendar raffle from 7/19/19 to 7/28/19.
 - d. Fargo Moorhead Derby Girls for a raffle on 9/14/19.
 - e. River Keepers for a raffle on 8/8/19.
- 7. Memorandum of Offer to Landowner – Permanent Easement with Douglas James Anderson (Project No. FM-15-J2).
- 8. Revisions to the City Municipal Code Nos.16-0105 and 22-0301.
- 9. General Fund – Budget to Actual through June 2019 (unaudited).
- 10. Agreement for the Financial Support of Valley Water Rescue.
- 11. Notice of Grant Award Amendment with the ND Department of Health for the PHEP/EPR Statewide Management Team (CFDA #93.074).

- Page 12. Direct City Attorney to review and amend Articles 10-0103, 35-0103 and 1-0305 regarding tobacco use and sales to minors.
13. Notice of Grant Award with the ND Department of Health for Water Pollution – EPA Block (CFDA #66.605).
 14. Agreement for Services with Josh Ebert.
 15. Agreement with Upper Missouri District Health Unit for Statewide Tobacco Prevention Public Education Campaign.
 16. Notice of Grant Award with the ND Department of Health for local public health unit tobacco prevention and control program.
 17. Memorandum of Understanding with F-M Ambulance Service, Inc.
 18. Bid award for conduit and fiber placement, contingent upon Cass County Commission approval (RFP19098).
 19. Bid award for Construction Manager at Risk Services for the Civic Plaza, Area 1 (RFQ19106).
 20. Acquisition of 1529 10th Avenue South in the amount of \$47,000.00 using 2019 CDBG Block Grant Funds.
 21. Bid award for hook hoist refuse body (RFP19092).
 22. Bid award for one motorgrader with wing (RFP19105).
 23. Memorandum of Understanding with National Audubon Society, Inc. to support their urban woods and prairies initiative.
 24. Contract and bond for Project No. FM-15-J2.
 25. Bills.
 26. Change Order No. 1 for an increase of \$10,201.23 for Improvement District No. BN-19-J1.
 27. Negative Final Balancing Change Order No. 1 in the amount of -\$16,815.90 for Improvement District No. BN-18-L1.
 28. Negative Final Balancing Change Order No. 5 in the amount of -\$8,243.95 for Improvement District No. BR-18-E1.
 29. Amendment No. 3 to the Professional Services Agreement with Apex Engineering in the amount of \$32,500.00 for Improvement District No. BR-18-C0.
 30. Amended Utility Relocation and authorize payment to Minnkota Power in the adjusted amount of \$137,357.43 (Improvement District No. BN-19-A2).

REGULAR AGENDA:

31. Commissioner Gehrig would like to discuss Commissioners Cost of Living Increases.

- a. Transfer of a Class "A" Alcoholic Beverage License from Firebox, LLC d/b/a Firebox to International African Restaurant and Nightclub, LLC d/b/a International African Restaurant and Nightclub at 4554 7th Avenue South; denial recommended by the Liquor Control Board; continued from the 7/1/19 Regular Meeting.
- b. Renaissance Zone Project for Clark Equipment Company for a commercial lease project located at 118 Broadway North; continued from the 7/1/19 Regular Meeting.
- c. CONTINUE to 7/29/19 - Renaissance Zone Project for Great Plains 1001 Holdings, LLC for a new construction project located at 1001 and 1011 Northern Pacific Avenue North; 28 10th Street North; 1016 1st Avenue North and 11 11th Street North.
- d. CONTINUE to 7/29/19 - Application filed by Great Plains 1001 Holdings, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 1001 NP Avenue, 28 10th Street North, 1016 1st Avenue North and 11 11th Street North which the applicant will use in the operation of leasing of residential apartments and commercial space.
- e. CONTINUE to 7/29/19 – Application filed by Great Plains Antique Holdings, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 1017 4th Avenue North which the application will use in the operation of leasing residential apartments.
- f. CONTINUE to 7/29/19 – Application filed by DFI Kesler, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 624 2nd Avenue North, 621 1st Avenue North and 617 1st Avenue North which the application will use in the operation of leasing residential apartments and commercial space.
- g. CONTINUE to 8/12/19 - Right-of-Way Vacation of the alley between Lots A, B, C, D, E, F, T and U, the vacated 10 foot alley adjacent to Lots T and U, Hagaman's Subdivision of part of Block 2, Roberts Addition (624 2nd Avenue North and 613, 617, and 621 1st Avenue North); approval recommended by the Planning Commission on 4/2/19.
- h. Annexation of property located in the Northeast Quarter in Section 11, Township 138 North, Range 49 West, of the Fifth Principal Meridian containing 171.972 acres, more or less.
 1. 1st reading of annexation Ordinance.
- i. Zoning Change from AG, Agricultural and GC, General Commercial to SR-2, Single-Dwelling Residential, SR-4, Single Dwelling Residential, GC, General Commercial, and P/I, Public and Institutional, Selkirk Place First Addition (2816, 2886, 2896, 2990, 3006, and 3340 64th Avenue South); approval recommended by the Planning Commission on 5/7/19:
 1. 1st reading of rezoning Ordinance.
 2. Plat of Selkirk Place First Addition.
- j. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential and SR-5, Single-Dwelling Residential, Madelyn's Meadows Second Addition (7269 25th Street South); approval recommended by the Planning Commission on 3/5/19:
 1. 1st reading of rezoning Ordinance.
 2. Plat of Madelyn's Meadows Second Addition.

33. Request to prepare a Renewal Plan and Development Agreement for a project located Northeast of University Drive and 11th Avenue North.
34. Request from the Attorney's Office to approve the engagement of Andrus Anderson LLP, working in affiliation with the Robbins Geller Law firm as legal counsel for the City in the opioid lawsuit and the fees as proposed.
35. Request from the Transit Department for a budget adjustment in the amount of \$206,101.00 to bring bus operator's wages in line with industry and local wages.
36. Contract Amendments for the Ground Transportation Center (GTC) Remodel Project:
 - a. Approve Deck Concept C, with the option to reevaluate Option B at a future date.
 - b. Approve the additional \$725,000.00 in needed repair costs to support the remodel.
 - c. Acknowledgment of continued commitment to maintain the GTC structure in a state of good repair through the deferred maintenance schedule.

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.



AN ORDINANCE AMENDING SECTION 22-0301 OF ARTICLE 22-03
OF CHAPTER 22 OF THE FARGO MUNICIPAL CODE RELATING
TO PLUMBING CODE

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 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code is hereby amended to read as follows:

Water services shall consist of standard ~~cast iron pipe or~~ copper pipe which shall conform to the latest revision ASTM Specification B88-33 for underground services known as type "K" or type "L" soft tubing, or ASTM Specification F876 for underground services known as Cross-linked Polyethylene PEXa tubing for services two inches in diameter or less. An approved tracer wire must be installed with PEXa tubing to the curb box, following city specifications, to facilitate locating the water line. No service shall be constructed from a main for any purpose of greater capacity than 50% than that of the main and in no case larger than eight inches in diameter. ~~Services one and one-half inches in diameter or less shall be of copper pipe. Taps in mains may be up to one and one-half inches two inches in except on mains six inches in size or less when taps larger than one inch will not be permitted.~~

Services two inches in diameter or less ~~one and one-quarter inches and one and one-half~~

~~inches shall be connected to the main by using an approved saddle. On services larger than two inches, a four-inch gate valve shall be used as the shutoff.~~

Services larger than two inches shall be of standard ~~east-iron or copper pipe~~ C900 PVC SDR 18 connected to the main by a "Smith tapping sleeve and valve" or equal or a tee. Gate valves smaller than four inches shall not be used and any service less than four inches in size shall have a four-inch gate valve with proper reducers to meet service size.

In renewing or constructing a larger service to any premises, a permit for such work will not be issued unless the abandoned service ~~be~~ is closed at the corporation.

All services shall have minimum depth of seven feet below finished grade and shall have a stop or curb cock fitted with a box, set between the sidewalk and curb and the top of such box to the grade of the sidewalk.

The city water department maintains and repairs all existing services between the corporation and the curb cock only. On services larger than four inches, the gate valve that is tapped of the water main will be considered the curb cock for that service.

The city shall have the right to enter any premises at reasonable times and as necessary to inspect, maintain, repair or terminate the plumbing system when located on private property.

Services shall be fitted with a standard ~~compression stop and waste cock~~ Ball valve adjacent to and on the street side of the meter. An additional valve shall be provided on the house side of the meter when larger than five-eighths inch in size.

For meters one and one-half inches in size, or over, a bypass shall be required with a suitable valve on each side of the meter and a valve in the bypass and also a valve on the service as it enters the building.

Upon completion of a plumbing installation and test, where no service meter exists, the plumber shall close the water service at the curb cock and it shall remain closed until application for a meter shall have been made by the general contractor or the owner and the meter installed by the water department.

A separate and independent water connection shall be provided from the main for each building or subdivision thereof when such subdivisions are under separate ownership.

For duplex dwellings or subdivisions of buildings under single ownership, a shutoff shall be

provided for each subdivision at a point between the public sidewalk and the curb, which may be done by branching from a single service at the curb. When existing services to buildings of the latter classification do not conform to these regulations, the owner of such building shall be held responsible for the payment of water charges.

Section 2. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

16

AN ORDINANCE AMENDING SECTION 16-0105 OF ARTICLE 16-01
OF CHAPTER 16 OF THE FARGO MUNICIPAL CODE RELATING
TO WATERWORKS SYSTEM

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 16-0105 of Article. 16-01 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

All new services or larger replacement services, including the necessary pavement and sidewalk cuts and replacement thereof, shall be constructed by licensed plumbers engaged by the owner and at the owner's expense. The city water department repairs and maintenance maintains of such existing services between the corporation and the curb cock only. up to the property line shall be performed by the water department. Any repairs or maintenance from the curb cock to the structure, inside the property line shall be the sole responsibility of the owner of the premises.

Section 2. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN BLU WATER CREEK 4TH ADDITION,
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 BLU Water Creek 4th Addition, City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 4, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 1, 2019; and,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block One (1) of BLU Water Creek 4th Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "LC", Limited Commercial, District with a conditional overlay as set forth in Fargo City Ordinance No. 5197 to "GC", General Commercial, District subject to the same said conditional overlay;

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

3
4
5 (SEAL)

Timothy J. Mahoney, M.D., Mayor

6
7 Attest:

8
9 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



③

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR

A handwritten signature in black ink, appearing to be "JG", written over the name "JIM GILMOUR".

DATE: JULY 10, 2019

SUBJECT: RFP FOR PARK EAST PROPERTY

In February, the City of Fargo requested proposals for City-owned property at 1 – 2nd Street South (copy attached). At that time, City staff assumed it would be very difficult to get approval for an additional access point on Main Avenue. This limited access was pointed out to many prospective proposers.

The Engineering Department now believes that a right-in right-out access to Main Avenue would be approved. This is one reason to restart the RFP process.

Three proposals were submitted; however, all are for the minimum price.

The Finance Committee is recommending that the City decline to accept the proposals and prepare another Request for Proposals. The new RFP will be brought back to the City Commission for approval prior to being released.

RECOMMENDED MOTION: Decline to accept the three proposals for the Park East property.

Attachment



CITY OF FARGO
REQUEST FOR PROPOSALS
Issued: February 12, 2019

Request for Development Proposals – 1 – 2nd Street South

I. PURPOSE

The City of Fargo is seeking proposals from qualified developers, development groups and/or investment groups to develop city-owned property at 1 – 2nd Street South. The City intends to sell the property for development.

II. DEVELOPMENT GOALS

The City's development goals for the property are as follows:

- High quality new construction and a structure(s) with a mix of uses (commercial and residential) and an attractive building fitting for one of the high traffic entrances into Fargo.
- A scale of development with consideration to the surrounding development.

III. PROPOSAL CONTENT

A. Proposal: The intent of the RFP is to assess and evaluate each respondent's capabilities, qualifications and conceptual development schematic. Proposals will be evaluated based on the criteria outlined in this RFP. Interested respondents shall include a memorandum describing said interest **and** shall also include the following:

- Cover Letter: A letter signed by a principal or authorized representative whom can make legally binding commitments on behalf of the entity or entities.
- Project Schematic: A description (narrative) as well as preliminary schematic plans and renderings of the proposed redevelopment concept. At minimum, schematic plans should depict the overall development plan inclusive of details such as building sizes, square footage of specific components, number of parking spaces, materials and design style, circulation patterns, loading/service provisions and a description of the timing for any phased improvements.
- Identification of Entity(ies): Proposals shall outline a description of each entity(ies) involvement in the project. A profile of relevant experience shall be included specific to projects completed, location, type of development, project cost, financial capacity, project status and funding sources.
- Requested Incentives: Describe if Renaissance Zone or other Incentives are needed.
- Main Avenue Access: Describe the type of access needed to Main Avenue.
- Timeline: A proposed process and schedule to complete the project.
- Purchase Price: (Minimum of \$541,000).

IV. DESCRIPTION OF THE PROPERTY

- Address: 1 - 2nd Street South
- Property Description: The property is a remnant of a parcel of land the city purchased for a flood protection project. A map showing the description and location is attached. The City will work with the purchaser of the property to replat the property at the time of the sale.
- Lot Size: 54,089 square feet
- Zoning: Downtown Mixed-Use (DMU). Note that within the DMU zoning district there are no height restrictions or building setback requirements.
- Renaissance Zone: The property is located in the Renaissance Zone, and the developer can expect to qualify for Renaissance Zone incentives.
- Opportunity Zone: The property is located in an Opportunity Zone, and the project may attract investment by Opportunity Zone Funds.
- Availability of Land: The land will not be available for use until August 1, 2019. A contractor is using the site as a staging area for a flood control project until that date.

V. SUBMITTAL INSTRUCTIONS

- A. Proposals will be accepted up until 4:30 p.m. on Tuesday March 19, 2019. Proposals should be directed to the following address or submitted electronically (PDF) to the City of Fargo at JGilmour@FargoND.gov. Any questions can be directed to Jim Gilmour, by phone at 701.241.1476 or by email at jgilmour@FargoND.gov.

*City of Fargo
Attn: Administration Department
225 4th Street North
Fargo, North Dakota 58102*

VI. TERMS / CONDITIONS

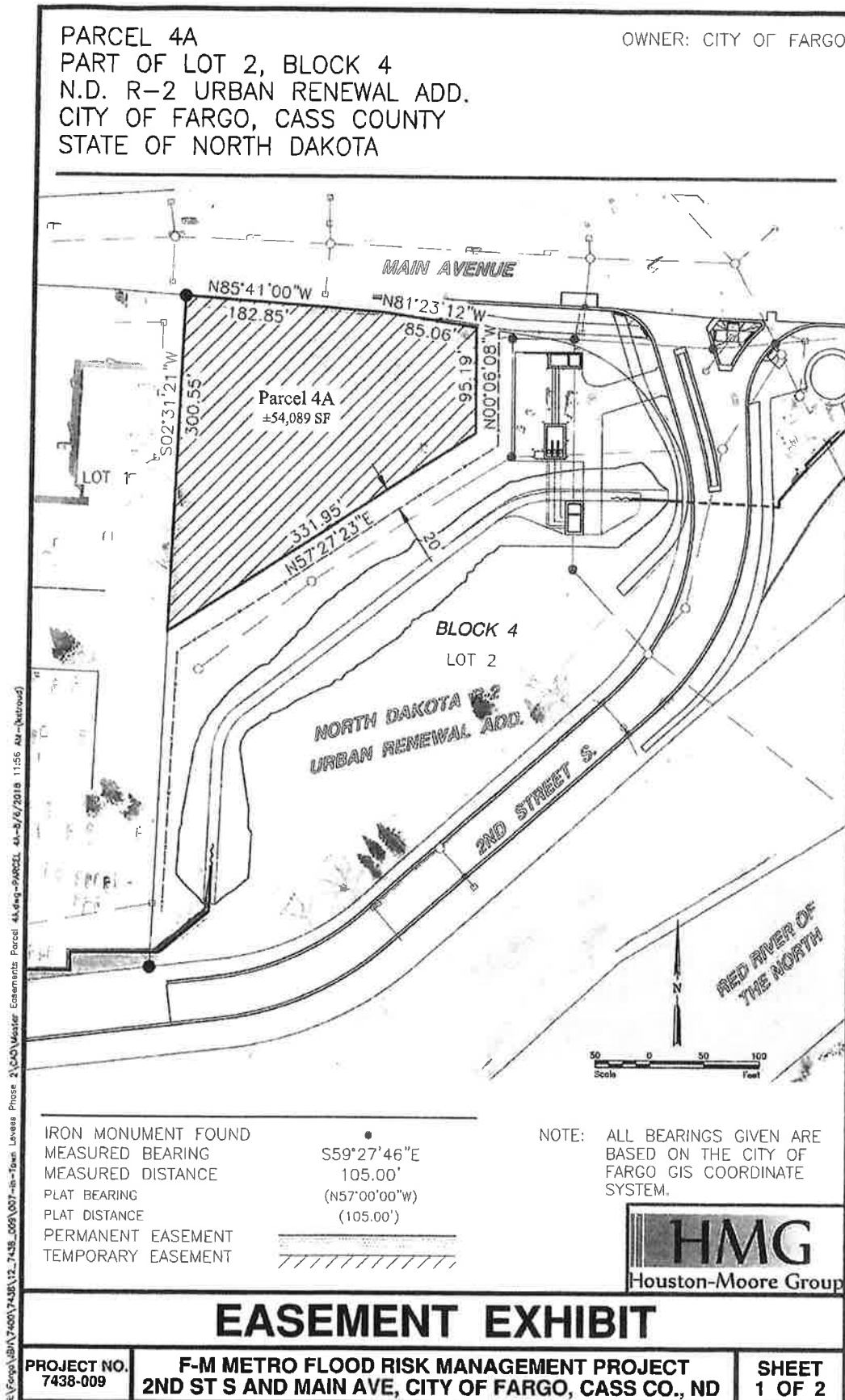
- A. The City reserves the right to reject any or all proposals.

VII. SELECTION CRITERIA

- A. The City's review committee will evaluate proposals based on the following criteria:
- Proposed land use
 - Design and Quality of the Project
 - Amount of Investment
 - Purchase price
 - Ability and feasibility of development concept implementation
 - Project timeline
 - Respondent's experience with related projects and past project history

VIII. ATTACHMENTS

- A. Location Map





4

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR
DATE: JULY 10, 2019
SUBJECT: MERCANTILE PARKING RAMP – PLAN REVIEW

A handwritten signature in black ink, appearing to be "JG", written over the name "JIM GILMOUR" in the "FROM" line.

I continue to work with the Kilbourne Group on agreements for the proposed Mercantile Parking Ramp.

Before the agreement can be in final form for adoption, we need review of a design development document that provides details on the size and design of the structure. An engineer with parking structures experience should do design development document review.

I received a proposal from Walker Consultants who has been representing the City of Fargo on the Block 9 Parking Ramp. The proposal includes services for the entire project, but allows for phasing of the agreement.

The cost of the review of the design development documents will be \$5,000. The Finance Committee has recommended approval of a sole source procurement for these services. The cost will be paid for from the Parking Repair and Replacement Fund.

RECOMMENDED MOTION: Approve a professional services agreement with Walker Consultants for the review of the design development documents for the Mercantile Parking Ramp.



1660 South Highway 100, Suite 545
Minneapolis, MN 55416

952.595.9116
walkerconsultants.com

June 25, 2019
Revised June 27

Mr. James Gilmour
City of Fargo
Director of Strategic Planning
225 4th Street North
Fargo, ND 58102

*Re: Proposal for Parking Consulting Services
Mercantile Downtown Parking Facility
Fargo, North Dakota*

Dear Mr. Gilmour:

We are pleased to submit this proposal to provide professional consulting services to the City of Fargo (City) for the parking facility portion of the proposed Mercantile Mixed-use project. This proposal includes our understanding of the project, the proposed scope of services to be provided by Walker Consultants (Walker), a schedule for the work, and establishes professional fees for services.

PROJECT UNDERSTANDING

The project is a mixed-use development including parking facility, retail, and residential spaces as developed by the Kilbourne Group. The site is bounded by Broadway north, 4th Avenue North and 5th Street North and 5th Avenue North in downtown Fargo. The parking facility is anticipated to be 6 levels (5 supported) and provide parking for approximately 375 vehicles. Parking areas may be separated between different user groups including monthly permits, residential, office, and public/transient parkers. Other uses in the project will be approximately 11,000 square feet of retail space to be located at the grade level adjacent to Broadway and 4th Avenue North, five levels of apartments above the retail space, and walkup townhomes on the north facade of the parking facility.

We understand that the City would own the parking facility and a private developer will own the retail, apartment, and walkup townhome residential spaces. Collectively these two entities will form the Ownership Group for the project. Walker will provide professional parking consulting services to the City and serve as Owner's representative as it relates to parking. We understand that the Developer driven design group will perform as the lead design professional of record for the project and we will provide consulting to them on behalf of the City.

SCOPE OF SERVICES

This proposal includes Owner's parking functional design review services and future, as authorized Owner's representative services. Schematic level parking functional review services shall provide for items including parking functional design, striping, accessibility, and construction materials selection. Additional subsequent



services may include Construction document review that may include structural durability, operations, PARCS, building code and limited field representative services as required to perform Construction administration oversight of pay applications.

As Owner's Representative for the project, Walker's role will focus on design and technical parking items as well as design and construction quality reviews including administrative review of pay applications. In general terms, Walker's role on this assignment will be to review the proposed construction documents to assure the City will receive a well-functioning, high value parking facility meeting typical standards for the building type. We understand others will be contracted to focus on the development agreement, legal matters, project financial strategy, and assure the City's interests are represented within the project's Ownership Group.

GENERAL

1. Walker will serve as the City's representative with a focus on protecting the City's interests for design and construction of the parking facility.
2. Provide project oversight for garage design and procurement, coordinating with the City of Fargo departments (Planning & Development, Facilities Management and Building Department) as required.
3. Walker will attend Owner meetings as required to communicate project findings. Include (3) meetings provided during course of project duration, typically coordinated with site observation. Start-up, mid construction and punchlist meeting.

The Scope of Services to be provided by Walker are described as follows:

I. SCHEMATIC DESIGN REVIEW

1. Meet with representatives of the City and other appropriate parties to confirm the project requirements, budget, and overall schedule.
2. Working with Owner and Architect, confirm project programmatic requirements of the parking facility.
3. Review the parking functional design for the parking structure identifying the following:
 - a. Internal vehicular circulation efficiency (square feet per car)
 - b. Overall footprint dimensions
 - c. Location of entrances and exits
 - d. Gating and parking equipment requirements
 - e. Provisions for pedestrian walkway connections
4. Suggest preliminary allocation of parking user groups (public, permit, residential, office, etc.)
5. Assist with code review to determine parking facility requirements.
6. Review preliminary striping for the parking facility, in accordance with Federal, City of Fargo, and State of North Dakota requirements.
7. Assist with determining the floor elevation, number and location of stairs and elevators.
8. Review active and passive security features, and in conjunction with the City, review the desired level of security to be included in the parking facility.
9. Describe minimum standards, acceptable materials, and acceptable manufacturers for critical structural and waterproofing components.



10. Suggest drainage requirements and floor drain locations. Walker to assist establishment of floor drainage strategies within parking facility as requested.
11. Suggest lighting design criteria (illuminance and uniformity) for parking areas, entry/exit areas, and pedestrian areas for safety/security and operational requirements.
12. Review the code-required fire protection system(s) for the parking structure.
13. Participate in design review meetings with Developer's architects and in presentation of the schematic design documents.
14. Review schematic drawings providing a letter report of our functional design review comments with suggested corrective actions.
15. Review construction cost estimate for the parking facility portion of the project.

II. CONSTRUCTION DOCUMENT REVIEW

1. Attend design meetings as requested by the City and Developer's Architects, providing advice as to issues of importance to City, including but not limited to, parking facility design and functionality issues and structural issues pertaining to the parking facility and to the entire project including the other uses as they affect the City property and parking facility.
2. Review updated parking functional plans for the selected option illustrating:
 - a. Updated vehicular and pedestrian circulation in the parking areas.
 - b. Updated parking layout including bay sizes, parking stall size, turning radii, and ramp slopes.
 - c. Building service access.
 - d. Parking entry/exit lane layouts.
 - e. Review internal parking signage.
3. Advise Developer's Architects on parking design issues as they affect the private development.
4. Review Construction Documents for functional and vehicular signage/ wayfinding components of the parking facility, and stair towers prepared by Developer's architects.
5. Review Architect's parking drainage design to confirm positive drainage and review patron comfort.
6. Review technical specifications for Divisions 03 (concrete), 07 (waterproofing systems) 09 (paint), 10 (signage), & 11 (parking equipment) related to structural durability and parking functional design.
7. Review final design drawings and specifications at 90% completion for conformance with design development documents and project goals.
8. Assist with parking accessible design layouts and signage.
9. Assist with electric vehicle charging program development, charger system specification and design implementation.
10. Design review respond with written letter report of project review comments.
11. Review cost alternatives with Developer's architects and the City.

III. CONSTRUCTION ADMINISTRATION

We have budgeted time commensurate with expected observation and review of the project during construction as follows:

1. Field questions, assess project schedule, and respond to questions of City staff
2. Provide job site observations to observe the quality of work and conformance with construction documents. Job site visits will be at intervals appropriate to the stage of construction, anticipated to be monthly during construction activity for pay application verification.



3. Garage site observation shall begin during foundation construction and be complete at substantial completion. Garage site observations (11) thus total including owner meetings and punchlist review shall be provided.
4. Provide Garage and site observation written summary reports. Reports to identify project work completion percentage estimate, notation of work in progress, work completed, and work not in general conformance with plans and specifications.
5. Review Architect/Engineer's punchlist at substantial completion and provide recommendations to City staff for additional corrective action as appropriate.
6. Conduct a final punch list at substantial completion of parking related project work and prepare a final statement of review completion and note any warranty items requiring remedy not listed by design team or contractor.

WORK NOT IN SCOPE

1. Review of shop drawings is not provided. This service may be contracted as an additional service as requested by City.
2. Services to perform QC testing, or to provide any construction administration services for the mixed-use building.

SCHEDULE

We understand that project will be designed in summer 2019 for a fall 2019 construction start. Accordingly, we will work to a mutually agreed schedule accommodating project development as design progresses.

PROFESSIONAL FEE

We propose providing these services as follows. The Schematic, Construction Documents and Construction Administration services will be provided including expense on a lump sum basis per individual Phase/Task authorizations. Any Additional services requested by the City for Design and Construction Administration phases will be performed on an hourly basis at our standard hourly rates plus project-related expenses, as directed by the City. Fees and expenses for each Phase/Task are suggested in the below table:

PHASE/TASK	PROPOSED FEE	CLIENT AUTHORIZATION
Schematic Design	\$5,000.00	
Construction Documents	\$6,500.00	
Construction Administration	\$42,000.00	
Expenses (included)		
TOTAL FEE PROPOSED	\$53,500.00	

Reimbursable expenses outside of those proposed will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.



Mr. James Gilmour
June 25, 2019
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TERMS AND CONDITIONS

The fees quoted herein shall remain firm for 90 days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Consulting Services.

WALKER'S QUALITY POLICY

Walker Consultants is committed to fully understanding your requirements for this project and meeting those requirements on time and within budget. We will provide responsive, cooperative, and high quality professional services. If this proposal does not meet your requirements, please let us know and we will gladly modify it.

We thank you for the opportunity to serve as Owner's Representative on parking matters for this most important project and look forward to providing the City of Fargo with the high level of responsiveness and professionalism expected from Walker. Please review this proposal and let me know if you have any questions or need any changes.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in dark ink, appearing to read "Scott R. Froemming", is written over a light gray circular background.

Scott R. Froemming, PE
Vice President

Enclosures General Conditions of Agreement for Consulting Services
Standard Billing Rates for Basic Services

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF FARGO

Accepted by (Signature)

Printed Name

Title

Date

**SERVICES**

Walker Consultants ("Walker") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay Walker a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker's liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



5

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR 

DATE: JULY 10, 2019

SUBJECT: BISON APARTMENT PARKING IN MERCANTILE PARKING RAMP

I have been working with the owner of the Bison Apartments to coordinate access, property transfers and parking for the proposed Mercantile Parking Ramp.

The Bison Apartments are 16 units located at 413 Broadway. Rents for one-bedroom units are \$745 a month without parking. There are just five parking spaces behind the building. Other parking spaces are rented from an adjacent property owner, but those will not all be available after project completion.

The current plan for the Mercantile Parking Ramp includes removing the alley and the five parking spots behind the apartment building. The owner of the Bison Apartments is supportive of the project, but wants to secure parking for building tenants with a discounted parking rate for five years.

I have suggested agreement terms that include an option for tenants of the building to rent parking spots for \$53 a month, up to a maximum of 25 spots total for all of the building tenants, for the first five years that the parking ramp is open. Following the five-year period, the agreement would include an option for tenants of the building to rent parking at the same rate as other people who park in the building, up to a maximum of 25 spots total for all of the building tenants, for an additional 35 years. The Bison Apartment building owner would agree to vacate the alley.

RECOMMENDED MOTION: Direct the City Attorney to draft a Parking Agreement with the owner of the Bison Apartment building including the terms outlined above, with the agreement contingent on construction of the Mercantile Parking Ramp.



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

✓1576
7/8/19

Application for:

☒ Local Permit☐ Charity Local Permit (one event per year)

Name of Non-profit Organization <u>Osgood Kindergarten Center PTO</u>		Date(s) of Activity <u>08/05/2019 to 11/16/19</u>		For a raffle, provide drawing date(s): <u>November 16th 2019</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Ricky Heck</u>		Title <u>Co-Treasurer</u>		Business Phone Number <u>701-367-8945</u>	
Business Address <u>2024 Park Blvd South #2</u>		City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58103</u>
Mailing Address (if different) <u>2024 Park Blvd South #2</u>		City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58103</u>
Name of Site Where Game(s) will be Conducted		Site Address			
City		State	Zip Code	County	

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

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	24 - \$100	2400			
Raffle	10 - \$250	2500			
Raffle	1 - \$500	500			

(Limit \$12,000 per year)
Total: \$ 5,400

Intended uses of gaming proceeds: The money is used to assist teachers ~~staff~~ / students and ~~other~~ activities at the Osgood Kindergarten center / Osgood elementary K-5 school.

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 0. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <u>Ricky Heck</u>	Date <u>07-08-19</u>	Title <u>Co-Treasurer</u>	Business Phone Number <u>701-367-8945</u>
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

Application for: ☒ Local Permit * ☐ Charity Local Permit (one event per year)

Name of Non-profit Organization Bison Wrestling Club	Date(s) of Activity 11/2/2019	For a raffle, provide drawing date(s): 11/02/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Nicholas Magee	Title Dir. Of Alum.	Business Phone Number (701) 793-3932	
Business Address Ndsu Dept. 1200, Box 6050	City Fargo	State ND	Zip Code 58105-6050
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Sidestreet Grille & Pub	Site Address 404 4th Avenue North		
City Fargo	State ND	Zip Code 58102-4844	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Custom rifle	\$3,200.00			
Total:					(Limit \$12,000 per year) \$ 3200.00

Intended uses of gaming proceeds: Fund opportunities to youth and adult athlete members in the organization

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Erin Hunter</i>	Date 6/28/2019	Title President	Business Phone Number (701) 793-3932
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SFN 9338 (08/2016)

* ☐ Charity Local Permit (one event per year)

For a raffle, provide drawing date(s):

July 19, 20, 27, & 28

Business Phone Number

(701) 306-3483

Zip Code

58103-0000

Zip Code

Site Address

5180 19th Avenue North

County

Cass

☐ Bingo ☒ Raffle ☐ Raffle Board ☒ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

☐ Bingo

 Raffle

☐ Raffle Board☒ Calendar Raffle☐ Sports Pool☐ Poker

☐ Twenty-one

☐ Paddlewheels *[illegible][illegible]

(Limit \$12,000 per year)

Total: \$ 12,600

Intended uses of gaming proceeds: ~~To further our goal of promoting equine activities in the state of ND.~~

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official

Date 1/8/19

Title Accountant

Business Phone Number

Gaming Mgt.

701-306-3483



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

✓ 4334
 2500
 7/9/19

Application for: ☒ Local Permit * ☐ Charity Local Permit (one event per year)

Name of Non-profit Organization <u>Fargo Marhead Derby girls</u>	Date(s) of Activity <u>9/14/19 to 9/14/19</u>	For a raffle, provide drawing date(s): <u>9/14/19</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Kate Kalabza</u>	Title <u>Treasurer</u>	Business Phone Number <u>701-730-1422</u>	
Business Address <u>P.O. Box 10644</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58106</u>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <u>S.W. Youth Hockey Arena</u>	Site Address <u>4404 23rd Ave S.</u>		
City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58103</u>	County <u>Cass</u>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<u>50/50 r</u>	<u>raffle</u>	<u>\$200</u>			
Total:					(Limit \$12,000 per year) \$

Intended uses of gaming proceeds: donate to local charity

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☐ No ☒ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

Application for: ☒ Local Permit * ☐ Charity Local Permit (one event per year)

Name of Non-profit Organization		Date(s) of Activity		For a raffle, provide drawing date(s):	
River Keepers		to		8/8/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income		Title		Business Phone Number	
Christine Holland		Exec Director		(701) 235-2895	
Business Address		City		State	Zip Code
1120 28 Ave. N., Ste. B		Fargo		ND	58102-1334
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted		Site Address			
Edgewood Golf Course		19 Golf Course Rd			
City		State	Zip Code	County	
Fargo		ND	58102-xxxx	Cass	
Check the Game(s) to be Conducted. * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

[illegible]

(Limit \$12,000 per year)


Total: \$ 1,000.00

Intended uses of gaming proceeds: River Keepers educational outreach

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes" the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☐ No ☒ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 1,059.00 . This amount is part of the total prize limit of \$12,000 per year.

 Signature of Organization's Top Executive Official	Date 7/9/2019	Title Executive Director	Business Phone Number (701) 235-2895
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July 5, 2019

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

**Re: Memorandum of Offer to Landowner
Permanent Easement - Project #FM-15-J2**

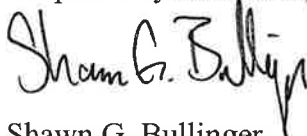
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Project #FM-15-J2. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Douglas James Anderson** in association with Project #FM-15-J2 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Jody Bertrand

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project FM-15-J2	County Cass	Parcel(s) 01-0120-02675-010
Landowner Douglas James Anderson		
Mailing Address 208 Linden Ave. S. Fargo, ND 58103		

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


The Easterly 12.00 feet of Lot 298 of Belmont Park Addition to the City of Fargo, Cass County, North Dakota.

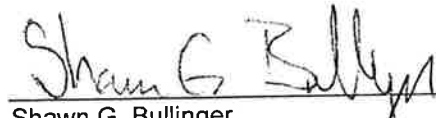
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 11,650.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	11,650.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	11,650.00

*Description of Damages to Remainder are as follows:

--


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


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

REPORT OF ACTION

8

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Revision to Municipal Code Regarding Water Services and Construction Materials

Location: Citywide

Date of Hearing: 6/24/2019

Routing

City Commission
PWPEC File
Project File

Date

7/15/2019

X

Ben Dow

The committee reviewed a communication from Public Works Director of Operations, Ben Dow, regarding revisions to City Municipal Codes 16-0105 and 22-0301.

Currently, contradiction exists between the two articles in the area of responsibility. Revisions are necessary to match the wording and eliminate any possible confusion. In addition, material specifications updates are being requested to include Cross-linked Polyethylene PEXa as a standard product of underground water services.

Staff is recommending changes to the City Municipal Code as requested above.

On a motion by Nicole Crutchfield, seconded by Bruce Grubb, the Committee voted to recommend approval of the revisions to the City Municipal Code.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and revise the City Municipal Code as requested along with the specification amendment.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:


Brenda E. Derrig, PE
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

June 19, 2019

MEMORANDUM

To: Members of PWPEC

From: Ben Dow, Director of Operations

Subject: Municipal Code Updates Regarding Water Services and Construction Materials

On April 8, 2019, Public Works staff requested the City Commission direct the City Attorney's office to amend the ordinance language for the following Articles of the City Municipal Code:

- 16-0105 – Water Services and Connections Construction and Maintenance.
- 22-0301 – Water Services – Quality – Rules Regarding.

Previously, contradiction existed between the two articles in area of responsibility. We have amended the wording to match, eliminating any possible confusion.

Also updated are the material specifications, to allow for Cross-linked Polyethylene PEXa tubing to be used as standard product as part of underground water services.

Prior to moving the attached amendments forward to the City Commission for consent, Public Works requests review and approval by PWPEC.

AN ORDINANCE AMENDING SECTION 16-0105 OF ARTICLE 16-01
OF CHAPTER 16 OF THE FARGO MUNICIPAL CODE RELATING
TO WATERWORKS SYSTEM

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 16-0105 of Article 16-01 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

All new services or larger replacement services, including the necessary pavement and sidewalk cuts and replacement thereof, shall be constructed by licensed plumbers engaged by the owner and at the owner's expense. The city water department repairs and maintenance maintains of such existing services between the corporation and the curb cock only. up to the property line shall be performed by the water department. Any repairs or maintenance from the curb cock to the structure, ~~inside the property line~~ shall be the sole responsibility of the owner of the premises.

Section 2. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

AN ORDINANCE AMENDING SECTION 22-0301 OF ARTICLE 22-03
OF CHAPTER 22 OF THE FARGO MUNICIPAL CODE RELATING
TO PLUMBING CODE

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 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code is hereby amended to read as follows:

Water services shall consist of standard ~~cast iron pipe or~~ copper pipe which shall conform to the latest revision ASTM Specification B88-33 for underground services known as type "K" or type "L" soft tubing, or ASTM Specification F876 for underground services known as Cross-linked Polyethylene PEXa tubing for services two inches in diameter or less. An approved tracer wire must be installed with PEXa tubing to the curb box, following city specifications, to facilitate locating the water line. No service shall be constructed from a main for any purpose of greater capacity than 50% than that of the main and in no case larger than eight inches in diameter. ~~Services one and one-half inches in diameter or less shall be of copper pipe. Taps in mains may be up to one and one-half inches~~ two inches in ~~except on mains six inches in size or less when taps larger than one inch will not be permitted.~~

Services two inches in diameter or less ~~one and one-quarter inches and one and one-half~~

inches shall be connected to the main by using an approved saddle. ~~On services larger than two inches, a four-inch gate valve shall be used as the shutoff.~~

Services larger than two inches shall be of standard ~~east-iron or copper pipe~~ C900 PVC SDR 18 connected to the main by a "Smith tapping sleeve and valve" or equal or a tee. Gate valves smaller than four inches shall not be used and any service less than four inches in size shall have a four-inch gate valve with proper reducers to meet service size.

In renewing or constructing a larger service to any premises, a permit for such work will not be issued unless the abandoned service ~~be~~ is closed at the corporation.

All services shall have minimum depth of seven feet below finished grade and shall have a stop or curb cock fitted with a box, set between the sidewalk and curb and the top of such box to the grade of the sidewalk.

The city water department maintains and repairs all existing services between the corporation and the curb cock only. On services larger than four inches, the gate valve that is tapped of the water main will be considered the curb cock for that service.

The city shall have the right to enter any premises at reasonable times and as necessary to inspect, maintain, repair or terminate the plumbing system when located on private property.

Services shall be fitted with a standard ~~compression stop and waste cock~~ Ball valve adjacent to and on the street side of the meter. An additional valve shall be provided on the house side of the meter when larger than five-eighths inch in size.

For meters one and one-half inches in size, or over, a bypass shall be required with a suitable valve on each side of the meter and a valve in the bypass and also a valve on the service as it enters the building.

Upon completion of a plumbing installation and test, where no service meter exists, the plumber shall close the water service at the curb cock and it shall remain closed until application for a meter shall have been made by the general contractor or the owner and the meter installed by the water department.

A separate and independent water connection shall be provided from the main for each building or subdivision thereof when such subdivisions are under separate ownership.

For duplex dwellings or subdivisions of buildings under single ownership, a shutoff shall be

provided for each subdivision at a point between the public sidewalk and the curb, which may be done by branching from a single service at the curb. When existing services to buildings of the latter classification do not conform to these regulations, the owner of such building shall be held responsible for the payment of water charges.

Section 2. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

9

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

	2019 BUDGET	2019 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 26,335,782	\$ 26,590,734	\$ 254,952
Licenses & Permits	2,294,400	1,969,042	(325,358)
Fines & Traffic Tickets	915,992	839,430	(76,562)
Intergovernmental Revenue	7,215,816	6,320,535	(895,281)
Charges for Services	5,448,217	5,322,531	(125,686)
Interest	1,847,499	2,151,433	303,934
Miscellaneous Revenue	304,281	242,062	(62,219)
Transfers In	8,765,090	7,499,679	(1,265,411)
Total Revenues	\$ 53,127,077	\$ 50,935,446	\$ (2,191,631)
EXPENDITURES:			
City Administrator	\$ 3,843,398	\$ 3,629,773	\$ 213,625
Finance	4,054,942	3,439,523	615,419
Planning & Development	1,863,809	1,654,686	209,123
Transit	4,092,424	3,498,408	594,016
Public Works	7,951,198	8,872,558	(921,360)
Fire Department	7,045,204	6,758,022	287,182
Police	10,616,532	10,371,760	244,772
Health	5,469,226	5,323,069	146,157
Library	2,237,261	2,164,205	73,056
Commission	337,927	336,289	1,638
Civic Center	257,981	244,851	13,130
Social Services	403,479	279,222	124,257
Capital Outlay	259,011	157,439	101,572
Vehicle Replacement/IT	195,001	154,050	40,951
Contingency	(1,238,176)	5,469	(1,243,645)
Transfers Out	3,504,636	3,753,894	(249,258)
Total Expenditures	\$ 50,893,853	\$ 50,643,218	\$ 250,635
Excess of Revenue Over (Under) Expenditures	\$ 2,233,224	\$ 292,228	\$ (1,940,996)



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: JULY 9, 2019

SUBJECT: AGREEMENT FOR THE FINANCIAL SUPPORT OF VALLEY WATER RESCUE

In 2000 there was an agreement that was entered into to support Valley Water Rescue. The agreement was between the City of Fargo, City of Moorhead, City of West Fargo, and Cass and Clay Counties. The agreement was in the form of a memo and not formally adopted. Over the past few months a formal agreement has been crafted for adoption by all governmental entities.

Cass County has agreed to provide oversight and approval of funds requested by Valley Water Rescue.

RECOMMENDED MOTION: Approve the agreement for the financial support of Valley Water Rescue.

SD/LS
Enclosure



Board of County Commissioners

Chad M. Peterson
Fargo, North Dakota

Rick Steen
Fargo, North Dakota

Vern Bennett
Fargo, North Dakota

Duane Breitling
West Fargo, North Dakota

Mary Scherling
Stanley Township, North Dakota

M E M O

TO: Steve Sprague, City Auditor
City of Fargo

FROM: Heather Worden, Administrative Assistant *HW*
Cass County Commission

DATE: July 2, 2019

SUBJECT: Valley Water Rescue - Financial Agreement

Attached is an agreement signed by the Board of Cass County Commissioners at the regular meeting of the board held July 1, 2019.

Please submit a copy to our office after the document has been fully executed.

Thank you.

Heather Worden
Commission Assistant

Enclosure

P.O. Box 2806
211 9th Street South
Fargo, North Dakota 58108
701-241-5609
www.casscountynd.gov

AGREEMENT FOR THE FINANCIAL SUPPORT OF VALLEY WATER RESCUE

This Agreement for the financial support of Valley Water Rescue, a North Dakota 501(c)(3) Corporation is made and entered into by and between the Cass County, ND, the City of Fargo, ND, the City of West Fargo, ND, Clay County, MN, and the City of Moorhead, MN.

PURPOSE. The purpose of this Agreement is to establish financial support of Valley Water Rescue necessary to provide dive team services to the area to assist the member entities in conducting water search, rescue and recovery services.

Witnesseth

Whereas, Valley Water Rescue is a non-profit corporation established for the purpose of providing water search, rescue and recovery services to Cass and Clay counties;

Whereas, Valley Water Rescue has provided water search, rescue and recovery services to the City of Fargo, City of Moorhead, City of West Fargo, and Cass and Clay Counties for several years; and

Whereas, the parties to this Agreement train with and use the service provided by Valley Water Rescue; and

Whereas, the parties to this Agreement individually do not possess all the necessary resources to cope with water search, rescue and recovery; and

Whereas, the parties to this Agreement have determined it is in their best interests to share in the financial support that is necessary for Valley Water Rescue to provide these services.

Now, therefore, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between each and all of the parties hereto as follows:

1. Valley Water Rescue personnel shall be identified as Reserve Officers of the Cass County Sheriff's Office ("Cass County") for purposes of joint response efforts. Cass County shall provide Liability Insurance Coverage, for all activities of Valley Water Rescue personnel while engaged in services contemplated in this Agreement in the State of North Dakota. Clay County shall provide Worker's Compensation coverage for Valley Water Rescue personnel, as well as Liability Insurance Coverage, for all activities of Valley Water Rescue personnel while engaged in services contemplated in this Agreement in the State of Minnesota. The party requesting Valley Water Rescue services is not responsible for its actions while engaged in services on behalf of the requesting entity. When services contemplated in this Agreement involve the Red River and there is a bona fide dispute as to whether the services were rendered in the State of North Dakota, the State of Minnesota, or both, the party requesting the services shall be responsible for Worker's Compensation and Liability Insurance Coverage for all activities of Valley Water Rescue personnel. The parties to this agreement do not intend for this agreement to create a joint powers entity or a joint venture. The limitation of liability for each party to this agreement shall not be added together or stacked to increase the maximum amount of liability of any party to this agreement.
2. Cass County agrees to provide oversight and approval of funds requested by Valley Water Rescue.
3. Each party to this Agreement will provide financial support to Valley Water Rescue in an amount to be determined based on the established Metropolitan Council of Government ("MetroCog") formula established from time to time by the participating entities. No entity shall be responsible for any additional funds in the fund year. This Agreement is several only, and no party shall be responsible for any others' share of the support. Payment shall be made to Cass County on or before January 31 of the budget year. No refunds or pro ration will occur in the event of an early termination by any party, except in the event Valley Water Rescue ceases to operate the services provided herein.
4. EFFECTIVE DATE AND DURATION OF AGREEMENT. This Agreement shall become effective when approved and executed by each participating jurisdiction. The Agreement shall remain in effect until terminated by any party as provided herein, or by agreement of all participating jurisdictions. Termination of participation in this Agreement by one or more participating jurisdiction shall not affect the continued operation of this Agreement between the remaining participating jurisdictions.
5. TERMINATION. Any party to this Agreement may terminate participation upon thirty days written notice addressed to the other participating jurisdictions under this Agreement. This Agreement shall automatically renew for successive one year periods unless otherwise terminated in accordance with this section.

6. EQUIPMENT. Valley Water Rescue shall be responsible for providing all necessary equipment utilized by its personnel to engage in the services contemplated herein.
7. MERGER. This Agreement constitutes the entire agreement between the participating agencies. No waiver, consent, modification, or change of terms of this Agreement shall bind the participating jurisdiction unless in writing and signed by the parties. Any waiver, consent, modification or change, if made, shall be effective only for the specific purposes given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by their signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
8. OVERSIGHT COMMITTEE. An oversight committee, consisting of the following representatives: one each from Cass County, the Fargo Police Department, the Fargo Fire Department, the West Fargo Police Department, the West Fargo Fire Department, Clay County and the City of Moorhead, will meet to review Valley Water Rescue's budget and financial position. Meetings will occur semi-annually, in February to review year end financials and in the spring to approve the coming year's budget request. The Committee's oversight is limited to financial and budgetary activities.
9. SEVERABILITY. The participating agencies agree that if any term or provision of this Agreement 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 obligation of the participating agencies shall be construed and enforced as if the agreement did not contain the particular term or provision.
10. VENUE & JURISDICTION. The laws of North Dakota shall apply to this Agreement. Any court action involving this Agreement shall be commenced in North Dakota.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF FARGO, ND

This Agreement has been approved by the Fargo City Commission, this ____ day of _____, 2019.

Dr. Tim Mahoney, Mayor

Attest:

Steven Sprague
City Auditor

RECEIVED

(h.)



JUN 19 2000

CASS COUNTY COMMISSION

Office of the Sheriff

Don Rudnick, Sheriff

Administration
701-241-5800

June 19, 2000

Adult Detention
701-241-5819

Roberta Quick, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Juvenile Detention
701-241-5845

Emergency Mgmt.
701-241-5858

Fax
701-241-5805

Commissioner Quick:

At a meeting I attended with Mayor Furness, Mayor Lanning, Mayor Stedman, and Mayor Marquart on sirens, a request for funding by Valley Water Rescue was also discussed. The dive team is seeking \$40,000 in 2001. Each of the entities agreed that the dive team was an important asset to the area. The mayors asked if Cass County could bill each of the metropolitan entities based on their current percentage for budgetary consideration for fiscal 2001. We were asked as Cass County is already providing workers comp and liability coverage to this group.

In speaking with Bonnie Johnson, she suggested that I ask that this be placed on the consent agenda so the commission could direct the auditor to prepare a request to each of the other metropolitan entities. MetroCog provided the following percentages:

Fargo	48.0%	\$19,200.00
Moorhead	21.0%	8,400.00
West Fargo	8.0%	3,200.00
Dilworth	2.0%	800.00
Clay County	10.0%	4,000.00
Cass County	11.0%	4,400.00

Sample Motion:

Move that the auditor contact Fargo, Moorhead, West Fargo, Dilworth, Clay and Cass Counties and ask that they include funding for Valley Water Rescue in Fiscal 2001 based on their percentage contribution to MetroCog. Total funding request being \$40,000.

6/19/00

Respectfully,

Glenn Ellingsberg
Captain




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Prevent. Promote. Protect.
Fargo Cass Public Health



FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 27, 2019

**RE: AMMENDMENT TO EXISITING GRANT FOR EMERGENCY
PREPAREDNESS AND RESPONSE WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH PHEP/EPR STATEWIDE
MANAGEMENT TEAM
NO. G17.636A CFDA NO. 93.074, \$6,208**



The attached Notice of Grant Award Amendment is for increasing the previous grant with the North Dakota Department of Health for Public Health Emergency Preparedness (PHEP) EPR Statewide Management Team for \$6,208.

No budget adjustment is required for this contract.

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

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

DF/lls
Enclosure

		NOTICE OF GRANT AWARD AMENDMENT SFN 59919 (1-2016)		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
GRANT NUMBER	CFDA NAME		CFDA NUMBER	START DATE	END DATE
G17.636A	Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements		93.074	7/1/2018	6/30/2019
FEDERAL AWARD DATE	FEDERAL AWARDING AGENCY		FAIN NUMBER	GRANT TYPE: PROGRAM or R&D PROGRAM	
	Centers for Disease Control and Prevention		NU90TP921920		
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.					
TITLE OF PROJECT/PROGRAM					
PHEP/IEPR Statewide Management Team					
GRANTEE NAME					
Fargo Cass Public Health (Restricted)					
ADDRESS					
1240 - 25th Street South					
CITY/STATE/ZIP					
Fargo, ND 58103					
CONTACT NAME					
Desi Fleming					
TELEPHONE NUMBER					
701-241-1380					
EMAIL					
Dfleming@FargoND.gov					
NDDoH Cost Share					
Grantee Cost Share					
Amount Awarded \$6,208					
Previous Funds Awarded \$211,720					
Total Funds Awarded \$217,928					
SCOPE OF SERVICE					
This grant amendment increases the previous award by \$6,208 for support of personnel deployed through EMAC for response to the measles outbreak in Washington.					
REPORTING REQUIREMENTS					
All reporting requirements of the original agreement remain the same.					
INDIRECT RATE (check one)		Subrecipient waived indirect costs		De minimis rate of 10%	
				Negotiated/Approved rate of %	
SPECIAL CONDITIONS					
All special conditions of the original agreement remain the same.					
EVIDENCE OF GRANTEE'S ACCEPTANCE					
DATE 6/27/19		SIGNATURE 		EVIDENCE OF NDDoH ACCEPTANCE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		DATE		SIGNATURE	
Desi Fleming, Director of Public Health				TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
				Tim Wiedrich, Section Chief - Emergency Preparedness and Response Section	
DATE		SIGNATURE		DATE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		SIGNATURE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Timothy J. Mahoney, Mayor, City of Fargo				Brenda M. Welsz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.					




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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF FARGO CASS PUBLIC HEALTH

DATE: JULY 8, 2019

RE: REQUEST FOR CITY ATTORNEY TO REVIEW ARTICLES 10-0103, 35-0103, 1-0305 IN REGARDS TO TOBACCO USE AND SALES TO MINORS

Staff at Fargo Cass Public Health are requesting that the City Commission direct the City Attorney's office to review and make amendments to the City of Fargo Ordinances, Articles 10-0103, 35-0103, and 1-0305, regarding tobacco use and sales to minors.

If you have any questions please contact me at 241.1380.

Suggested Motion: Move to task the City Attorney's office to work with Fargo Cass Public Health to review and amend Articles 10-0103, 35-0103, and 1-0305.

DF/lls



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Fargo Cass Public Health

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

July 3, 2019

RE: Ordinance Amendment – Sale and use of tobacco by minors (10-0103), Suspension of authority to sell tobacco products (35-0103), and Classification of ordinance violations (1-0305); Ordinance Creation – Sale of flavored e-liquids to minors.

Dear Commissioners,

I seek your permission to work with the City Attorney to draft amendments to the City of Fargo ordinances involving the (1) Sale and use of tobacco to minors; (2) Suspension of authority to sell tobacco products; and (3) classification of penalties. I also seek permission to work with the City Attorney to draft a new ordinance to address the recent change in state statute imposing greater restrictions on the sale of e-liquids to minors. E-liquids are mixtures used in vapor products like e-cigarettes. E-liquids are often marketed with bright colors, fruit flavors, and candy names. Because of these characteristics, youth are often targeted by e-liquids. In 2019, the North Dakota legislature enacted HB 1477 (attached) prohibiting the sale of flavored e-liquids to minors adding the sale as an infraction with a mandatory \$500 fine assessed to the seller. The Health Department is recommending that the City of Fargo also recognize the special danger e-liquids pose to youth and follow suit with a similar ordinance imposing the same fine for the sale of e-liquids to minors.

In addition, businesses that sell e-liquids to a minor should be assessed a \$500 administrative penalty. Generally, a business is given a warning for a first offense sale of tobacco to a minor and a 3-day suspension for a second offense (35-0103). Businesses are often the “gate-keepers” to the e-liquids, and thus it is our recommendation that they have an added incentive to make sure their products don’t end up with minors. Last, the “Sale and use of tobacco by minors” ordinance (10-0103) should be amended to:

- include “vaping” when describing the different usage of tobacco products;
- correct grammatical and citation errors in the ordinance; and
- delete the reference to a separate cessation program. The existing tobacco education program encompasses this requirement.

SUGGESTED MOTION: I move to direct the City Attorney to prepare amendments to the Fargo Municipal Code related to (1) Tobacco use/sale by minors, (2) imposition of a \$500 administrative penalty for businesses for selling e-liquids to minors, and (3) classification of violations. In addition, I move to direct the City Attorney to prepare a new ordinance concerning the sale of e-liquids to a minor by a non-manufacturer in accordance with HB 1477.

Sincerely,

Larry Anenson Jr., PhD, RN
Director of Health Protection and Promotion, Fargo Cass Public Health




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Fargo Cass Public Health

(13)

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 8, 2019

**RE: NOTICE OF GRANT AWARD AGREEMENT WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH FOR WATER
POLLUTION – EPA BLOCK
CONTRACT NO. G19.003 CFDA NO. 66.605 \$1,250**

This is a request to approve the attached Notice of Grant Award for \$1,250.00 with the North Dakota Department of Health for the water pollution program in southeastern North Dakota.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the North Dakota Department of Health agreement for the water pollution program.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY
SFN 61628 (05-2019)

Grant Number G19.003	CFDA Name Performance Partnership Grants	CFDA Number 66 605
FAIN Number 99861716	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2019
Federal Award Date 9/29/2015	Grant End Date 6/30/2020	
Federal Awarding Agency Environmental Protection Agency		

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 Water Pollution – EPA Block	North Dakota Department of Environmental Quality (NDDEQ) Project Code 5531 H099 61
Grantee Name Fargo Cass Public Health	Project Director Karl Rockeman
Address 1240 25th St. South	Address 918 E Divide Ave., 4 th Floor
City/State/ZIP Code Fargo ND 58103-2367	City/State/ZIP Code Bismarck ND 58501-1947
Contact Name Desi Fleming, Director of Public Health	Contact Name Marty Haroldson
Telephone Number 701.241.1360	Telephone Number 701.328.5234
Email Address dfleming@fargond.gov	Email Address mharolds@nd.gov

	NDDEQ Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$1,250	\$417	\$1,667
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$1,250	\$417	\$1,667
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee will conduct Water Pollution Program activities and will act as a local point of contact for county commissioners, city staff, and planning and zoning staff as it relates to water pollution control requirements. Grantee will report spills and illegal dumping to the Department as it is made aware of such activities. In addition, Grantee will work with the Department on municipal wastewater systems, septic tank pumpers, and stormwater discharges and will conduct surveys and investigations as requested by the Department.

Reporting Requirements

Quarterly "Request for Reimbursement" reports are due within 15 days of the end of each quarter. All payments will be processed upon Department receipt and approval of progress reports (i.e., daily activity logs) and expenditure reports unless otherwise specified in Special Conditions. The expenditure report for the period ending June 30, 2020 must be received no later than July 15, 2020.

Special Conditions

Payments will be processed at seventy-five (75) percent of the total expenditures reported. Twenty-five (25) percent match funding is required by the Grantee. This funding is contingent upon continuation of current federal funding.

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 NDDEQ as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDEQ Acceptance	
Date 7/8/19	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		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.

**REQUIREMENTS ADDENDUM AND GRANTEE ASSURANCES FOR ALL NOTICE OF GRANT AWARDS
BETWEEN STATE OF NORTH DAKOTA ACTING THROUGH ITS
NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY (Grantor) AND
Fargo Cass Public Health (Grantee)
(Please complete Agency/Organization Name)
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2021**

SECTION ONE: REQUIREMENTS ADDENDUM

1. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

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

2. AUTHORITY TO CONTRACT

Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent. Grantee may enter into subcontracts provided that any subcontract acknowledges the binding nature of this grant and incorporates this Grant, including any attachments. Grantee is solely responsible for the performance of any subcontractor with whom Grantee contracts. Grantee does not have authority to contract for or incur obligations on behalf of Grantor

3. INDEPENDENT ENTITY

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

4. STATE AUDIT REQUIREMENTS

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

5. RETENTION OF RECORDS

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

6. TERMINATION

a. Termination by Mutual Agreement

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

b. Early Termination in the Public Interest

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

c. Termination for Lack of Funding or Authority

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

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

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

d. Termination for Cause

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

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

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

7. CONTINGENT LIABILITY

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

8. DELAY OR DEFAULT FORCE MAJEURE

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

9. NOTICE

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

GRANTOR	GRANTEE
L. David Glatt, P.E., Director	Name Desi Fleming
Department of Environmental Quality	Title Director of Public Health
918 E Divide Avenue	Address 1240 25th Street South
Bismarck, ND 58501-1947	City, State, Zip Fargo, ND 58103

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

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

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

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

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

13. WORK PRODUCT

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

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

15. CONFIDENTIALITY

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

Grantee and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. ch. 44-04, Grantee and Grantor must disclose to the public upon request any records received from each other. Grantee and Grantor agree to contact the other immediately upon receiving a request

for such information under state or federal law. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

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

17. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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

18. APPLICABLE LAW AND VENUE

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

19. SPECIAL CONDITIONS

Grantee shall meet all applicable special conditions as specified in the notice of grant award.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

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

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

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

SECTION TWO: GRANTEE ASSURANCES

24. ASSURANCES

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

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

25. APPLICABLE COSTS

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

26. DEBARMENT/SUSPENSION

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

27. APPROVED VENDOR

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

28. RESTRICTIONS FOR LOBBYING

Grantee assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.

- c) Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

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

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

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

29. SMOKE FREE

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

30. ENERGY AND ENVIRONMENTAL CONSERVATION

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

31. RESOURCE CONSERVATION AND RECOVERY ACT

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

32. EQUIPMENT

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

33. FEDERAL AUDIT REQUIREMENTS

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


**GRANTEE CERTIFICATIONS FOR REQUIREMENTS ADDENDUM (SECTION ONE) AND GRANTEE ASSURANCES
(SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2021**

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

I certify that if my organization/agency receives \$750,000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

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

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

Agency/Organization (Grantee): Fargo Cass Public Health		
Name and Title: Desi Fleming, Director of Public Health		
Address: 1240 25th Street South		
City: Fargo	State: ND	9 Digit Zip Code: 58103-2367
DUNS Number: 070265871	Federal Taxpayer Identification Number: 45-6002069	
Signature: 		Date: 1/8/19

Please return completed form with Notice of Grant Award.

NORTH
Dakota | Environmental Quality
Be Legendary.™

July 2, 2019

Desi Fleming
Fargo Cass Public Health
1240 25th St. South
Fargo, ND 58103-2367

Re: FY2019-FY2020 Water Pollution Control
Notice of Grant Award

Dear Desi Fleming:

The Notice of Grant Award for water pollution control activities between Fargo Cass Public Health and the Department of Environmental Quality for the period July 1, 2019 through June 30, 2020 is enclosed.

Quarterly "Request for Reimbursement" reports are due within 15 days of the end of each quarter. All payments will be processed upon Department receipt and approval of daily activity logs and expenditure reports.

Please sign and date the Notice of Grant Award and return it to us. We will return a copy to you as soon as the contract is fully executed. We appreciate your past participation in this program and look forward to working with you during the next fiscal year.

If you have any questions, please contact me.

Sincerely,



Marty Haroldson
Permits Program Manager
Division of Water Quality

MH:dlp, djg

Encl:

xc: Hunter Hubrig, EHIP




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

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 1, 2019

**RE: AGREEMENT FOR \$9,000 WITH PROJECT COORDINATOR,
JOSH EBERT**

The attached agreement for services with Josh Ebert is for a maximum of \$9,000 is to assist Fargo Cass Public Health fulfill the requirements of their City Readiness Initiative grant.

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

Suggested Motion: Move to approve the agreement with Josh Ebert for the CRI services.

DF/lls
Enclosure



AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of July 2019, by and between Fargo Cass Public Health ("FCPH"); and Josh Ebert, Project Coordinator.

NOW, THEREFORE, it is hereby agreed by and between the parties here to as follows:

- A. Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2019, through June 30, 2020.
- B. Services to be provided by independent contractor:**
 1. Develop a schedule and plans to conduct 3 drills required by Division of Strategic National Stockpiles (DSNS). Submit the dates of the drills scheduled to NDDoH no later than September 8, 2019. Results of scheduled drills will be forwarded to the NDDoH no later than June 1, 2020 prior to submission to the Center of Disease Control's Data Collection and Reporting System. After approval has been obtained by NDDoH, submit the appropriate documentation regarding the plans for drills and any other required reports to the Center of Disease Control's Data Collation and Integration for Public Health Event Response (DCIPHER) no later than June 30, 2020.
 2. Conduct one full-scale or functional mass prophylaxis dispensing exercise as approved by the NDDoH that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel. Submit the resulting exercise data, after action report(s), improvement plans and other required reports to NDDoH for approval. After approval by NDDoH, submit documents to the Center of Disease Control's Data Collation and Integration for Public Health Event Response (DCIPHER). The Functional/Full Scale exercise (FE / FSE) needs to be conducted only once over the next 5-year period (2017 – 2022).
 3. Functional / Full Scale exercises and documents should be posted to the National Exercise Master Scenario Events List (NxMSEL).
 4. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings to enable participants to engage in the exchange of CRI information, update SNS plans, educate and train volunteers and network to improve CRI program success.
 5. Continue development and augmentation of Grantee's scalable plans with supporting infrastructure that is consistent with State plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide oral medications during an event to their entire population within 48 hours.
 - Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
 - Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC). Submit volunteer data in an approved format to NDDoH Emergency Preparedness and Response Office.
 - Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
 - Conduct POD site surveys to ensure suitability of facilities in supporting POD operations. Operational manuals should be developed specific to each POD site.
 - Coordinate with state and local law enforcement to develop a comprehensive security plan.
 - Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
 - Maintain plans that are consistent with State plans to provide prophylaxis through alternate methods to increase population throughput to decrease the burden on PODs. Examples include: Drive-thru POD, company prophylaxis, mobile mass prophylaxis teams, closed POD.
 - Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
 6. All plans must be available in the NDDoH HAN Document Library. CRI plans must be reviewed and updated every six months during the grant cycle.

- C. Reimbursement:** Josh Ebert shall be reimbursed \$2,250.00 quarterly for the above services rendered for a total or maximum of \$9,000 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH

Josh Ebert, Project Coordinator



 Desi Fleming
 Director of Public Health

 Josh Ebert
 Project Coordinator

Date July 1, 2019

Date _____

 Timothy J. Mahoney
 Mayor, City of Fargo

Date _____

Contract originator: Doug Murphy Division: Emergency Preparedness Sub category: CRI




Public Health
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Fargo Cass Public Health

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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 1, 2019

**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.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract with Upper Missouri District Health Unit.

DF/lls
Enclosure

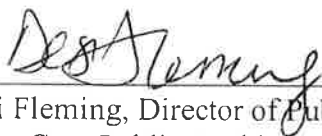
Agreement

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, 2019 and ending June 30, 2020. The local health unit recognizes Upper Missouri District Health Unit as the fiscal agent for the North Dakota Public Education Task Force on Tobacco (NDPETFT) and agrees to pay the following lump sum to UMDHU:

PETF Contribution July 1, 2019 - June 30, 2020 \$110,000.00

The local health unit will receive periodic updates upon the progress of the statewide education campaign. Campaign outcomes will be made available through NDPETFT to the local health unit upon its completion.



Desi Fleming, Director of Public Health
Fargo Cass Public Health

7/1/2019

Date

Javayne Oyloe, Executive Officer
Upper Missouri District Health Unit

Date

Timothy J. Mahoney, Mayor
City of Fargo

Date

PETF

*North Dakota Public Education on Tobacco
Task Force*

INVOICE

In care of fiscal agent:

Upper Missouri District Health Unit

110 West Broadway; Suite 101

Williston, ND 58801

Phone (701) 774.6400 Fax (701) 577.8536

DATE: JUNE 24, 2019

TO:

Desi Fleming, Director
Fargo Cass Public Health
1240 – 25th Street South
Fargo, ND 58103-2367

FOR:

Contribution to PETF

DESCRIPTION	AMOUNT
Contribution to PETF 7/1/19 – 6/30/20	\$110,000.00
TOTAL	\$110,000.00

Make all checks payable to: UMDHU

If you have any questions concerning this invoice, contact Javayne Oyloe or Joe Meyer, 701.774.6400.

Thank you for your Support!




FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 10, 2019

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA
DEPARTMENT OF HEALTH FOR LOCAL PUBLIC HEALTH UNIT
TOBACCO PREVENTION AND CONTROL PROGRAM FOR
\$458,263
CONTRACT NO. G19.186 CFDA: NOT APPLICABLE**

The following Notice of Grant Award from the North Dakota Department of Health is for the Local Public Health Unit Tobacco Prevention and Control Program. No budget adjustment is required for this contract of \$458,263.

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

Suggested Motion: Move to approve the contract for the Local Public Health Unit Tobacco Prevention and Control Program.

DF/lls
Enclosure



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

Grant Number G19.186	CFDA Name Not applicable		CFDA Number Not applicable
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2019	Grant End Date 6/30/2020
Federal Award Date Not applicable	Federal Awarding Agency Not applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Local Public Health Unit Tobacco Prevention and Control Program		North Dakota Department of Health (NDDoH) Project Code 4571 HL 124821	
Grantee Name Fargo Cass Public Health		Project Director Neil Charvat	
Address 1240 25 th St S		Address 600 E. Boulevard Ave., Dept. 301	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name Desi Fleming		Contact Name Abby Erickson	
Telephone Number 701-241-1360		Telephone Number 701-328-2036	
Email Address DFleming@FargoND.gov		Email Address abbyerickson@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$458,263	\$0	\$458,263
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$458,263	\$0	\$458,263
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health (Department). Grantee will follow the <i>Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014</i> as approved by the Department to conduct TPCP services within its service area.			
Reporting Requirements Grantee must submit a quarterly request for reimbursement on the Program Reporting System (PRS) by the 15th of the following month. Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan. Final request for reimbursement for the period ending June 30, 2020 must be received by July 15, 2020. Reimbursements will be processed upon Department approval of request for reimbursements and progress reports.			
Special Conditions None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 7/10/19	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan Mormann, Director, Division of Community and Health Systems	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



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**CITY OF FARGO
INFORMATION SERVICES
225 4th St N
E362 - IS
FARGO, ND 58102
PHONE: 701-241-1312**

July 11, 2019

Honorable Board of
City Commissioners
City of Fargo
200 N 3rd St. S
Fargo, ND 58102

Dear Commissioners;

Since the inception of Red River Regional Dispatch Center, the combined 9-1-1 Public Safety Answering Point (PSAP), for Cass and Clay County, Information Services has provided the technical support.

With our original setup with F-M Ambulance (FMA), FMA had a screen to view dispatches and a separate CAD (Computer Aided Dispatch) system for their ambulances. The decision has now been made to integrate our CAD System (Tyler/New World) with FMA's CAD system (Zoll). This MOU is to set up an agreement for FMA to reimburse the City of Fargo for any technical support we provide to implement this system or any other future support.

Suggested Motion:

Approve the Memorandum of Understanding with F-M Ambulance.

Thank you,

A handwritten signature in cursive script that reads "R M Gronneberg".

Ron Gronneberg
CIO, City of Fargo

**MEMORANDUM OF UNDERSTANDING
F-M AMBULANCE SERVICE, INC. – CITY OF FARGO**

This Memorandum of Understanding (“MOU”) is made as of the 1st day of February, 2018 (the “Effective Date”) by and between F-M Ambulance Service, Inc. (“F-M Ambulance”), and the City of Fargo, North Dakota (“City”).

RECITALS

WHEREAS, F-M Ambulance operates an ambulance service to provide health care services to residents of its service area; and,

WHEREAS, F-M Ambulance is a non-voting member of the Red River Regional Dispatch Center (“RRRDC”) and is a user of dispatch services of RRRDC and the City is a voting member of the RRRDC and, in addition, provides information technology services and support for the RRRDC; and,

WHEREAS, F-M Ambulance desires to upgrade its Computer Assisted Dispatch (CAD) software (the “Project”) and wishes to utilize the expertise of the City, through its Information Services Department, to assist F-M Ambulance in developing a computer interface between F-M Ambulance and the RRRDC to share address information and the City is ready, willing and able to cooperate with F-M Ambulance by providing assistance for such purposes provided that F-M Ambulance reimburses the City for the value of goods, materials and services provided by the City; and,

WHEREAS, the City and F-M Ambulance wish to memorialize the terms by which the City will provide assistance and expertise for the benefit of F-M Ambulance and for the benefit of the public by entering into this MOU;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and valuable consideration contained herein, the parties hereto agree as follows:

1. With respect to the computer-aided-dispatch interface between RRRDC and F-M Ambulance and related matters and with respect to services, including incidental equipment and other materials, provided by the City at the request of F-M Ambulance, F-M Ambulance hereby agrees to reimburse the City for the value of the goods, materials and services obtained from the City, generally acting through the Information Services Department of the City.
2. The City is willing to provide such services, including incidental equipment and other materials, upon reasonable request made by F-M Ambulance from time to time. To the extent deemed appropriate by the parties, a scope of such services may be developed and agreed upon in advance of the performance of the same by the City although the lack of a pre-determined scope of services shall not preclude F-M Ambulance from requesting assistance from the City nor from paying the City for the value of such services.

3. Records and Reports. The parties acknowledge and agree that the City is obligated to adhere to North Dakota open record law, including N.D.C.C. Chapter 44-04.
4. Payment/Reimbursement for Services. The City will invoice F-M Ambulance periodically for the value of the services, including incidental equipment and other materials, provided by the City as contemplated in this MOU and F-M Ambulance agrees to pay the City for such services. The parties agree that the initial hourly rate for services provided by the City Information Systems Department employees shall be the sum of Eighty-five and no/100 Dollars (\$85.00) per hour ("Fee"), said initial rate to be subject to adjustment for services provided after the year 2019. F-M Ambulance will also reimburse the City for the actual cost of incidental equipment, goods and materials, and for the actual cost of outside services obtained by the City for the benefit of F-M Ambulance in the course of the City undertaking its agreed-upon tasks. The parties agree to endeavor to coordinate with each other, in advance, with respect to any such outside services or such incidental equipment, goods and materials.
5. Terminable at Will. This MOU shall be terminable at will by either party at any time, with or without cause, upon written notice. In the event of such termination, the parties agree to coordinate with each other to arrange for, and to transition to, another service provider.
6. Effect of Termination. In the event this Agreement is terminated for any reason, as set forth herein, all obligations of either party shall cease on the date of such termination; provided, however, that nothing contained herein shall relieve F-M Ambulance of the obligation to pay for Services rendered prior to the date of termination or shall relieve the parties of obligations expressly made to extend beyond the Term of this Agreement.

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

City of Fargo

F-M Ambulance Service, Inc.

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

Its: Mayor

By: _____

Its: _____

ATTEST:

Steven Sprague, City Auditor



CITY OF FARGO
INFORMATION SERVICES
225 4th St N
E362 - IS
FARGO, ND 58102
PHONE: 701-241-1312

July 10, 2019

Honorable Board of
City Commissioners
City of Fargo
200 N 3rd St. S
Fargo, ND 58102

Dear Commissioners;

The Cass County Radio Project will provide Land Mobile Radio (LMR) connectivity for all public safety personnel in the City of Fargo and in Cass County. The radio project will be placing radio equipment and antennas on several city water towers. The City of Fargo issued an RFP to complete the conduit and fiber connections from the City of Fargo fiber network to the City of Fargo Water Towers that will create the fiber backhauls necessary for the Cass County Radio Project.

Ernst Trenching, Inc. was the lowest proposal submitted. The total for the 3 water tower routes was \$109,997. The cost for the Alternate conduit route is \$20,306.

My recommendation to Brian Zastoupil, the radio project manager, was to accept the proposal from the lowest bidder.

This recommendation is on the July 22nd agenda for the Cass County Commission for approval.

The funds (\$130,303) for this purchase are included in the Cass County Radio Project budget.

Suggested Motion:

Direct the City of Fargo Information Services staff, following authorization from the Cass County Commission, to accept the proposal from Ernst Trenching, Inc.

Thank you,

A handwritten signature in cursive script that reads "R M Gronneberg".

Ron Gronneberg
CIO, City of Fargo

19

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: JULY 11, 2019

**RE: CONSTRUCTION MANAGER AT RISK AWARD FOR PHASE 1 CIVIC PLAZA
LANDSCAPE PROJECT**

The City of Fargo received two bids in response to the published RFQ for Construction Manager at Risk Services Fargo Civic Plaza, Area 1, and "Sodbuster Landscape". On July 10th, the selection committee interviewed TF Powers and McGough construction management companies. The selection committee evaluated the proposals based on the Century Code. Based on the evaluation, the selection committee recommends that the City of Fargo enter into a contract for Construction Manager at Risk preconstruction services with McGough for \$5,250. In approximately 30 days or less, staff will return to City Commission with updates and requests for consideration of approval for Guaranteed Maximum Price (GMP) for the first phase of construction.

Recommended Motion: Approve and authorize the Mayor to execute a contract pending legal review for preconstruction services with McGough.

DRAFT AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

and the Construction Manager:
(Name, legal status and address)

McGough Construction Company LLC,
2737 Fairview Avenue North
St. Paul, MN 55113

for the following Project:
(Name and address or location)

The Fargo Civic Plaza, Area 1 "Sodbuster Landscape"
225 4th Street North
Fargo, ND 58102

The Architect:
(Name, legal status and address)

Bishop Land Design, LLC
1245 Hancock Street, Suite 2
Quincy, MA 02169

The Owner's Designated Representative:
(Name, address and other information)

Scott Bishop
Bishop Land Design, LLC
1245 Hancock Street, Suite 2
Quincy, MA 02169

The Construction Manager's Designated Representative:
(Name, address and other information)

Derek Hoeschen
McGough Construction Company INC.
630 1st Avenue North, #4
Fargo, ND 58102

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

The Architect's Designated Representative:
(Name, address and other information)

Scott Bishop
Bishop Land Design, LLC
1245 Hancock Street, Suite 2
Quincy, MA 02169

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
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4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
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7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES NOT IN CONTRACT
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12	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence

prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect.

The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase NOT IN CONTRACT

§ 2.4 Professional Services

Section 3.12.10 of A201–2017 shall apply to the Preconstruction Phase.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2017 shall apply to the Preconstruction Phase.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner has retained Bishop Land Design, LLC to provide services, duties and responsibilities as described in "FARGO CIVIC PLAZA | Analysis, Contextual Planning and Site Programming, the Prime Agreement Between Owner and Architect, as well as "FARGO CIVIC PLAZA | Amendment 1 | Conceptual Landscape Design", and "FARGO CIVIC PLAZA | Amendment 2 | Site and Landscape Design | Area 1 .

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« »

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
N/A	N/A

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION**§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price**

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2017.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time

of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
and

- 3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2017.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2017.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2017 shall apply to the Preconstruction Phase.

§ 11.3 Governing Law

Section 13.1 of A201–2017 shall apply to the Preconstruction Phase.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing

financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2017, General Conditions of the Contract for Construction
- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

Geotechnical Report (prepared by Braun Intertec)

Environmental Report (prepared by Braun Intertec)

Site Survey, prepared by the Fargo Engineering Department, dated 07.17.2019

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Timothy J. Mahoney

Mayor

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Derek Hoeschen

Project Executive

(Printed name and title)

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

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

DATE: JULY 11, 2019

**RE: APPROVE ACQUISITION OF 1529 10 AVE S UNDER PREVIOUSLY
APPROVED HUD 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
& HOME ACTION PLAN – “AFFORDABLE HOUSING DEVELOPMENT”
ACTIVITY**

On June 17, 2019, the City Commission approved the 2019 HUD Community Development Block Grant (CDBG) & HOME Action Plan which included an “Affordable Housing Development” activity. This activity was described to the public and City Commission as:

Activities resulting in affordable housing, which may include acquisition, demolition, rehabilitation, or relocation in partnership with Habitat for Humanity or other similar housing organizations.

The City of Fargo is scheduled to close on a vacant lot at 1529 10 Ave S on July 23, 2019. An appraisal was conducted to determine Fair Market Value, which was determined to be \$47,000. The City will utilize CDBG funds to acquire this lot and then convey the land to Habitat for Humanity to construct an affordable single-family housing unit. A secondary mortgage will later be utilized between the City of Fargo and future homeowner (low to moderate income household) for the value of the land (\$47,000).

Recommended Motion: Approve acquisition of 1529 10 Ave S under previously approved HUD 2019 community development block grant (CDBG) & HOME action plan – “Affordable Housing Development” activity.



(21)

PUBLIC WORKS/OPERATIONS

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

July 9th, 2019

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

RE: Hook Hoist Refuse Body (RFP19092)

Commissioners:

On June 21st, 2019, proposals were received and read for one (1) Hook Hoist Refuse Body. Three proposals were submitted from three vendors.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Sanitation Products / Galbreath	\$62,178.35
Olympic Sales / Ampliroll	\$63,680.00
Northern Truck / Swap Loader	\$66,285.00

The review committee consisting of Terry Ludlum, Dave Rheault and Tanner Smedshammer, evaluated the proposals and determined the proposal from Sanitation Products met their needs. Their recommendation is to award to Sanitation Products. Funding for this project has been included in the 2019 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Hook Hoist Refuse Body from Sanitation Products for the total amount of \$62,178.35.

Respectfully Submitted,

Tanner Smedshammer
 Fleet Management Specialist

Request for Proposals (RFP19092)
Hook Hoist Refuse Body-Roll Off

6/24/19

Solid Waste Department
Proposal Evaluation Summary

	Sanitation Products	Northern Truck	Olympic Sales
MANUFACTURER	Galbreath	SwapLoader	Ampliroll
Model	U5-DPHK-200	SL-520	160
Packer Body	\$52,133.35	\$55,985.00	\$53,980.00
Options:			
Lift Axle (steerable w/tires)	\$8,200.00	\$7,800.00	\$7,500.00
Tri-Axle Alum. Fenders	\$1,200.00	\$2,100.00	\$1,500.00
Toolbox	\$645.00	\$400.00	\$700.00
Total	<u>\$62,178.35</u>	<u>\$66,285.00</u>	<u>\$63,680.00</u>
Est. Delivery	45-60	90-120	30



(22)

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 9th, 2019

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

RE: RFP for Motorgrader with Wing RFP19105

Commissioners:

On July 5th, 2019, proposals were received for one (1) Motorgrader with Wing. Two proposals were submitted by two separate vendors.

The results were as follows:

<u>Firm</u>	<u>Price Each</u>
Butler Machinery 12M3 AWD	\$237,265.00
RDO Equipment 672GP	\$217,000.00

The review committee, consisting of Ben Dow and Tanner Smedshammer, determined that both proposals were compliant. One vendor met all required specifications and had the lowest proposed price. Funding for this machine is included in the 2019 Street and Sewers Replacement Budget.

Our recommendation is to purchase based on the proposal from RDO Equipment.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Motorgrader from RDO Equipment for the amount of \$217,000.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Request for Proposals (RFP19105)**Motorgrader RFP Results**

7/9/19

Street Department

Proposal Evaluation Summary

	RDO Equipment	Butler Machinery
Body Manf	John Deere	Caterpillar
Model	672GP	12M3 AWD
Grader with Falls wing	\$257,000.00	\$269,265.00
Trade in; Unit 601	\$40,000.00	\$32,000.00
Delivery	75 Days	100 Days
Total	\$217,000.00	\$237,265.00

July 15, 2019

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

Commissioners:

Audubon Dakota (AD) has been working with the city and park district for several years on AD's Urban Woods and Prairies Initiative. Their initiative is a joint project including the Buffalo-Red River Watershed District and the city of Moorhead to restore grassland and woodland areas in Fargo and Moorhead. Currently there is nearly 1,000 acres along the Red River enrolled within the project that were idle flood buyout sites overrun with non-native grasses and trees. These areas, when managed properly and planted with native vegetation, will help restore important ecological functions, provide excellent habitat for birds and wildlife species, while also offering natural areas and educational opportunities for residents.

We would like to collaborate with AD to expand the initiative to other locations. Currently proposed are Pioneer Prairie and South River Prairie (see attached maps).

Nancy Morris has reviewed the attached MOU. At their July 8, 2019 meeting, the Public Works Project Evaluation Committee supported proceeding.

Recommendation:

Move to approve the Memorandum of Understanding with Audubon Dakota to support their Urban Woods and Prairies Initiative.

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl
City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

commission2019AudubonDakota.doc

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Fargo (hereinafter referred to as the "City"), and National Audubon Society, Inc. d/b/a Audubon Dakota, whose post office address is Black Building, 118 Broadway Ste. 716, Fargo, North Dakota 58102 (hereinafter referred to as "Audubon").

WHEREAS, Audubon is a tax-exempt organization, as described in section 501(c)(3) of the Internal Revenue Code, whose mission is to conserve and restore natural ecosystems, focusing on birds, other wildlife, and their habitats for the benefit of humanity and Earth's biological diversity; and

WHEREAS, Audubon is interested in preserving and enhancing the habitat for birds and other wildlife within certain "riparian zones," such as those found along the Red River, while at the same time providing vegetation that is beneficial in terms of water storage, filtration, purification, and flood mitigation, and also providing an aesthetically pleasing nature area for local residents; and all of these goals are in line with the City of Fargo; and

WHEREAS, Audubon desires to work with the City on a project called the Urban Woods and Prairies Initiative (hereinafter referred to as the "Initiative"), the purpose of which is to make improvements to City-owned properties designated as "Habitat Restoration Sites", as the parcels are more fully described below, in order to achieve the above-described goals; and

WHEREAS, the City is agreeable to working with Audubon on the Initiative to achieve said goals, subject to the terms and conditions set forth in this MOU.

NOW THEREFORE, in consideration of the parties' mutual covenants contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the City and Audubon hereby evidence their mutual understanding and acceptance of the following terms and conditions in connection with the above-described Initiative:

1. **Exhibits.** The following exhibits are attached hereto and by reference made a part of this Agreement:

Exhibit A – Depiction of Designated Habitat Restoration Sites.

2. **Habitat Restoration Sites.** For purposes of achieving the goals of the Initiative, the parties agree that certain parcels of real properties owned by the City and located within the boundaries of the City of Fargo, Cass County, North Dakota, as depicted in the attached Exhibit A, shall be designated as "Habitat Restoration Sites".

The parties agree and understand that addition Habitat Restoration Sites may be added by amendment to this Agreement from time to time, as areas within the city of Fargo become available. The parties further agree that all terms and conditions of this Agreement shall apply from the date of approval, unless otherwise modified in writing.

3. **Site Plans.** Audubon shall, in counsel with the City, create a restoration site plan for each of the designated Habitat Restoration Sites. Said plans must include detailed descriptions of any proposed enhancements, restorations, and improvements for the particular site, including without limitation, any plans to plant, enhance, or preserve vegetation; install or build fences, buildings, or other structures;

install or construct landscaping; enhance or restore the natural habitats of land birds, waterfowl, and other wildlife; implement water retention, filtration, purification, and flood controls; stabilize banks and slopes and reduce erosion; and any other plans intended to create an aesthetically pleasing nature area. The site plans should also describe any necessary preparations that must be performed by the City pursuant to Section 5 of this MOU before the site plans may be implemented, including without limitation, any required herbicide applications, mowing, or disking. Site plans shall comply with all Federal, State and local requirements.

4. Approval by City. The site plans described in Section 3 of this MOU must be approved by the City before their implementation. The City designates the Director of Operations or designee with the discretion and authority to approve site plans for the Habitat Restoration Sites and any amendments hereto. Audubon shall not commence the implementation of any of the enhancements, restorations, or improvements described in the site plans until it has procured the written consent and approval of the City. If the City reasonably withholds approval of the site plans, and Audubon is unable to modify the site plans in such a way as to earn the approval of the City, this MOU shall terminate and the parties shall be released from any terms and conditions hereunder.

5. Site Preparations. If the City approves the site plans submitted by Audubon, the City shall commence, as soon as weather conditions will allow, with the necessary preparations described in the site plan for the Habitat Restoration Site before Audubon begins implementing the improvements detailed on the approved site plan. Said preparations must be completed by the City within one (1) year after the date when the City issued its written consent and approval of the site plans.

6. Enhancement Period. After the City completes the necessary site preparations, Audubon shall, at its own cost and expense, complete the preservations, enhancements, and improvements described in the approved site plans for each Habitat Restoration Site within three (3) years after the date when the City issued written consent to the site plans (hereinafter referred to as the "Enhancement Period").

a. City Maintains Ownership/Audubon Access. The City will maintain ownership of the parcels of property designated as Habitat Restoration Sites throughout the Enhancement Period and the entire duration of the parties' cooperative efforts with regard to the Initiative. City hereby grants Audubon the right to access and use the Habitat Restoration Sites for preservation, enhancement, and improvement purposes for the duration of the Enhancement Period, and Audubon agrees it is responsible for the maintenance and upkeep of the Habitat Restoration Sites during said time. The parties' specific responsibilities with regard to maintenance and improvements during the Enhancement Period will be set forth on the approved site plans.

b. Extension. If the three-year Enhancement Period becomes an insufficient amount of time to implement the proposed improvements, due to unforeseen or unavoidable circumstances such as flood or drought, the parties may agree in writing to extend the Enhancement Period and the related access agreement.

c. Failure to Implement Site Plans. If Audubon fails to complete the preservations, restorations, and improvements described in the approved site plans for any of the Habitat Restoration Sites within the Enhancement Period, the City, in its sole discretion, may terminate this MOU and the access granted herein, and any other related agreements with Audubon, in which event Audubon will remove any of its equipment and other personal property from the Site and if requested by the City, will remove any signage or fences placed on the Site by

Audubon and restore any damage caused by such removal. In addition, if requested by the City, Audubon shall plant grass and other vegetation as necessary to cover any exposed soil areas on the Site that have been disturbed by Audubon. In no event shall Audubon be reimbursed for the costs it incurred in commencing said improvements.

d. **Failure to Maintain and Repair.** If Audubon allows the preservations, restorations, and improvements on the Habitat Restoration Sites to fall into a state of disrepair during the Enhancement Period, the City, in its sole discretion, may demand that Audubon make the necessary repairs within fifteen (15) days after the date of the demand. Audubon will then have fifteen (15) days to come into compliance and satisfy the City's demands. If Audubon fails to come into compliance and satisfy the City's demands within the fifteen (15) day cure period, the City, in its sole discretion, may terminate this MOU, the access agreement, and any other related agreements with Audubon, in which event Audubon will remove any of its equipment and other personal property from the Site and if requested by the City, will remove any signage or fences placed on the Site by Audubon and restore any damage caused by such removal. In addition, if requested by the City, Audubon shall plant grass and other vegetation as necessary to cover any exposed soil areas on the Sites that have been disturbed by Audubon. In no event shall Audubon be reimbursed for the costs it incurred in commencing said improvements.

7. **Ongoing Site Management.** If Audubon has successfully completed the improvements described in the approved site plans for each Habitat Restoration Site by the end of the Enhancement Period, the City will resume the exclusive control of the Habitat Restoration Sites and agrees to use its best efforts to maintain the improvements made by Audubon, and Audubon agrees to continue to provide habitat management expertise to the City and to sponsor outdoor education programming at the Habitat Restoration Sites. City agrees it will use its best efforts to keep the area free and clear of debris during the normal and customary maintenance of the grounds. Audubon understands and agrees that the site improvements are being placed in a public area maintained by City for public use, and in the best interests of the citizens of Fargo. The City retains the option to add amenities to the sites that are in general conformance with and enhance the site plans. Further, the City retains the option to change the use of and terminate this agreement as to any of the Habitat Restoration Sites for any reason deemed to be in the best interests of the public by City, in its sole discretion, including but not limited to upon the occurrence of any of the following unforeseen events: (i) a natural disaster or similar emergency, which requires a change in use of all or a portion of the Habitat Restoration Site(s) in order to protect the health, safety, and welfare of citizens of the City of Fargo; or (ii) a change to applicable federal or state law, which requires the City to change the use of the Habitat Restoration Site. In the event the City must change the use of a Habitat Restoration Site for any of the above-stated reasons, the City will use its best efforts and cooperate with Audubon to continue to pursue the goals of the Initiative at all of the remaining Habitat Restoration Sites where no change in use is required.

8. **Flooding/Damage Situations.** The parties understand that the designated Habitat Restoration Sites are located within a floodplain and are therefore subject to occasional and unpredictable flooding outside of the parties' control. As a result, the parties agree to work cooperatively in flooding situations, by allowing for reasonable extensions of the deadlines contemplated in this MOU and working together to return to the status quo that existed before the flooding subject to the availability of sufficient funds to finance repairs. In the event that a Habitat Restoration Site is flooded, neither party shall be held liable to the other party for any loss or damage incurred as a result of the flood.

Once the Enhancement Period has ended and the City has undertaken to maintain the improvements made to the Habitat Restoration Sites, the City will use reasonable efforts to repair any minor damage to the improvements, so long as sufficient City funds are available to finance such minor

repairs, but in no event shall the City be obligated to repair or replace improvements that have incurred substantial damage.

9. Marketing and Signage. Audubon shall, at its own expense and with counsel of the City, develop and implement a marketing and communication strategy for the Initiative to inform local residents of the proposed improvements and to encourage support for the Initiative. The marketing and communication strategy may include signage at the Habitat Restoration Sites, news spots, community engagement events, and any other strategic items deemed beneficial by Audubon and the City. All marketing and communication events and advertisements with regard to the Initiative must be approved in writing by the City, including any signage posted at the Habitat Restoration Sites. Audubon is prohibited from posting any signage at the Habitat Restoration Sites, except for signage that is expressly approved in writing by the City prior to its posting.

10. Programming. Audubon will develop programs, activities and events which may include, but not be limited to, environmental education programs, volunteer training, seminars and workshops, native plant demonstrations, habitat restoration projects and wildlife monitoring. Audubon will coordinate its programs and engagement with the City to ensure appropriate use of the Sites and facilities.

a. Birding and Wildlife Viewing. Birding and wildlife viewing is the observation of birds and wildlife and is a passive recreational activity done with a naked eye, through the use of binoculars or similar viewing enhancement devices or listening to bird sounds. To promote birding and wildlife viewing, Audubon uses designated areas for bird monitoring, environmental educations and competitions. Birding and wildlife viewing contemplates the use of sound equipment, photography, videography and possible remote bird watching through remote camera installations. Audubon is concerned about the impact of birding and wildlife viewing on natural habitat and viewing etiquette is strongly promoted.

11. Utility Services. No utilities may be provided for or connected to the Habitat Restoration Site without the express written consent of the City.

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

13. Assignment. Neither party may transfer or assign this MOU, nor any rights or obligations under this MOU, without the express written consent of the other party.

14. Amendments. No amendment, modification, or waiver of any condition, provision, or term of this MOU will be valid or of any effect unless made in a writing signed by the party or parties to be

bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this MOU.

15. Governing Law. This MOU will be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this MOU must be brought in an appropriate venue in the State of North Dakota.

16. Merger Clause. This MOU constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements, promises, covenants, or representations on the part of either party hereto.

17. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of this MOU.

18. Grammatical Construction. Whenever the singular number is used herein, the same will include the plural where appropriate, and the words of any gender will include any other genders where appropriate.

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

20. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties executed this MOU on the Effective Date:

Date: _____

CITY OF FARGO, a North Dakota municipal corporation

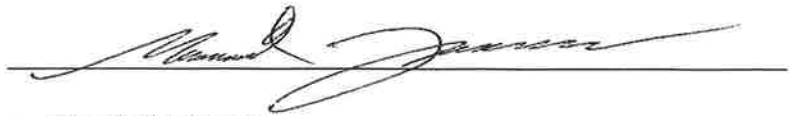
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

Date: _____

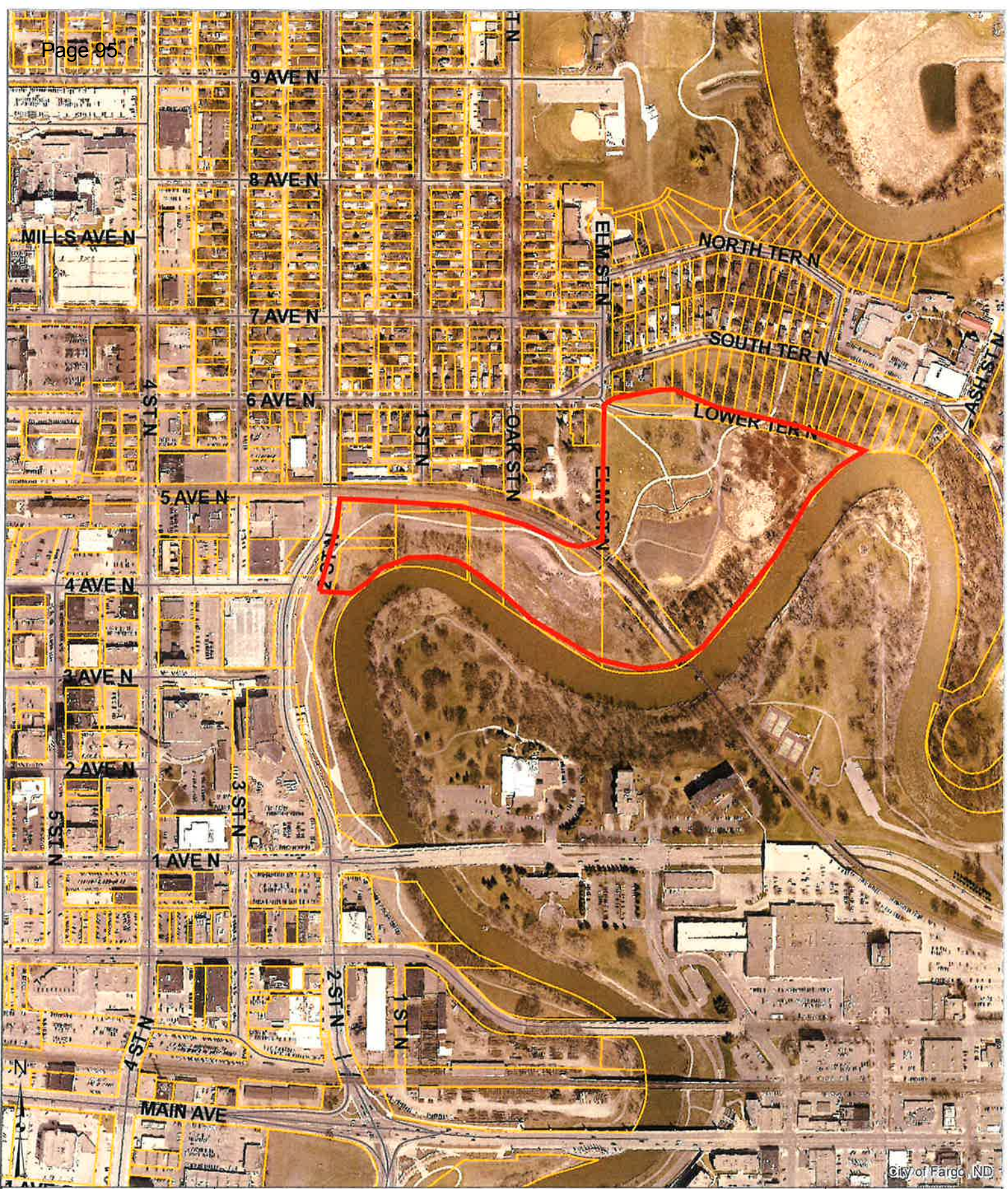
AUDUBON DAKOTA

A handwritten signature in black ink, appearing to read "Marshall Johnson", is written over a horizontal line.

By: Marshall Johnson

Title: Executive Director, V.P.

Date: June 24, 2019



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

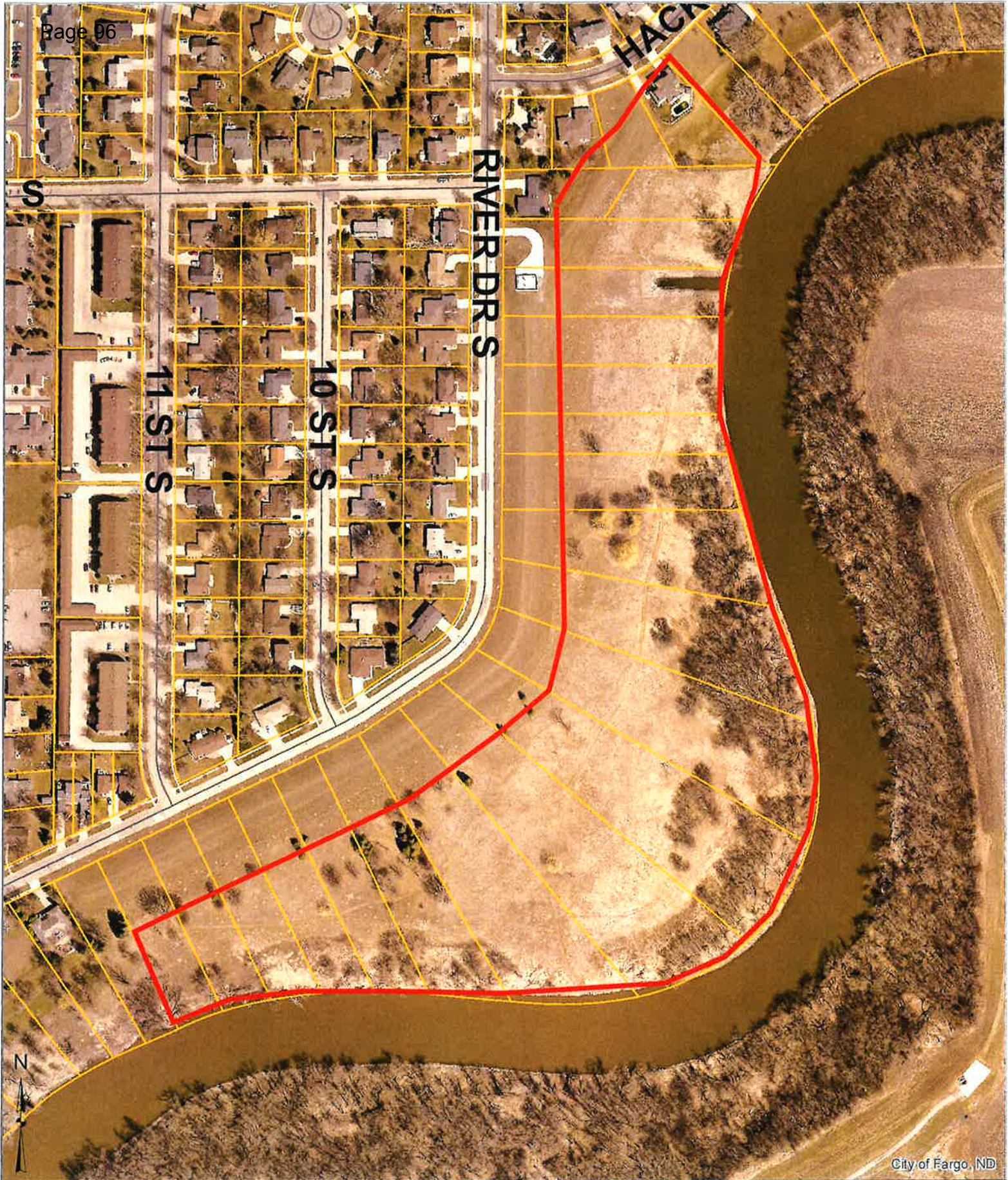
Pioneer Prairie

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





City of Fargo, ND

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

South River Prairie

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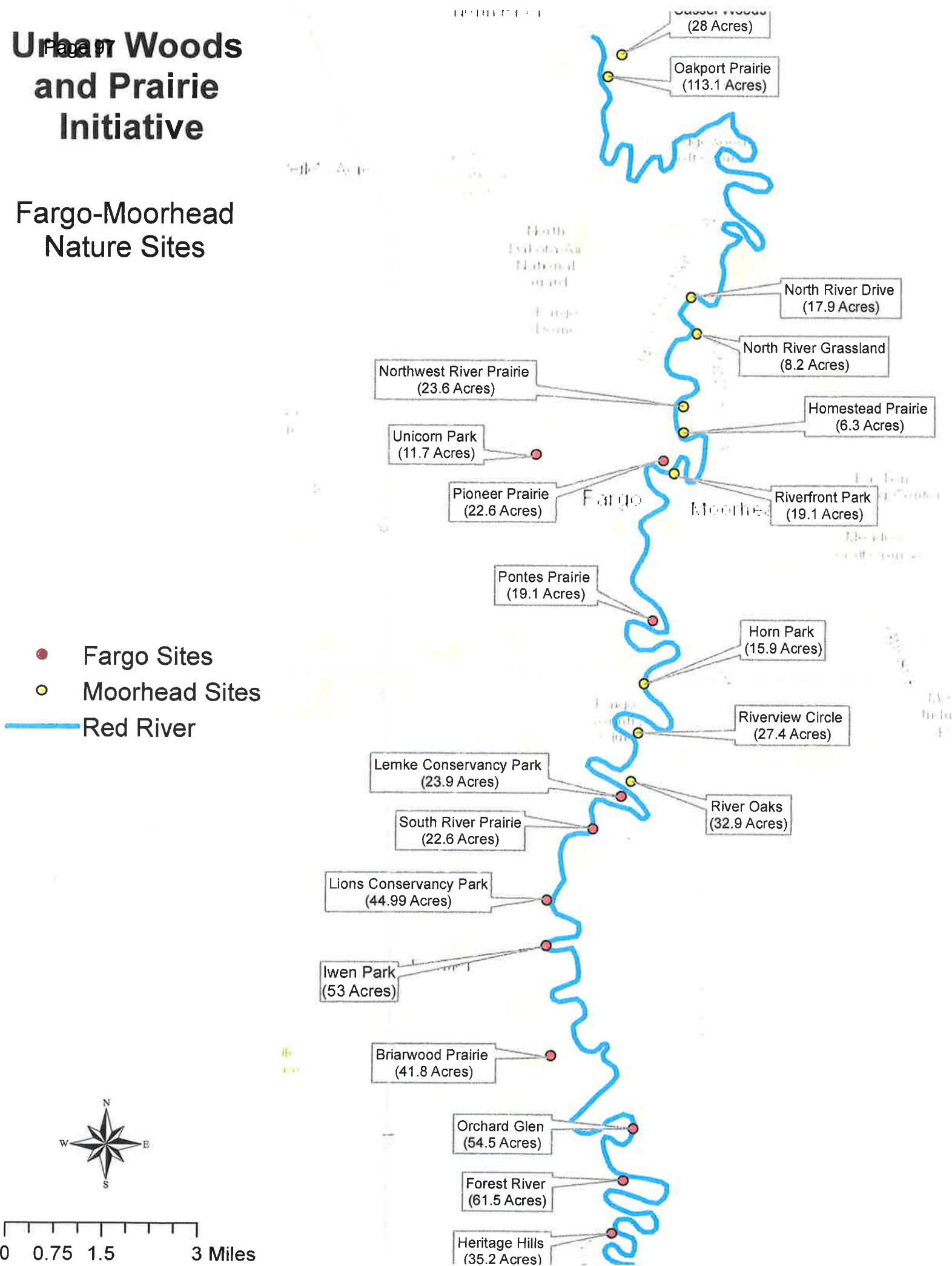
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This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF
Fargo
FAR MORE

Urban Woods and Prairie Initiative

Fargo-Moorhead Nature Sites



(26)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-19-J1

Type: Change Order #1

Location: Fitzsimonds Addition

Date of Hearing: 7/8/2019

RoutingDate

City Commission

7/15/2019

PWPEC File

X

Project File

Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, for Change Order #1 in the amount of \$10,201.23. This Change Order was requested by the Developer and includes a design modification to the storm sewer elevations, which will entail an up-size from an 8-inch sanitary sewer to a 10-inch sanitary sewer. These costs will be paid to the City by the Developer and will not be assessed to the Property Owners.

Staff is recommending approval of Change Order #1, in the amount of \$10,201.23.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1 to Fox Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$10,201.23, bringing the total contract amount to \$647,145.72 to Fox Underground.

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
 50% escrow deposit required

Yes No

N/A

N/A

N/A

COMMITTEE

Present

Yes

No

Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☐☐☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

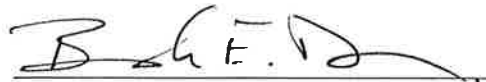
☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Engineer
Date: June 20, 2019
Re: Improvement District #BN-19-J1 – Sanitary Sewer Upsizing Request

Background:

Improvement District BN-19-J1 is for the new construction of underground utilities, concrete pavement, and street lights on 51st Ave South.

Fox Underground (Fox) is the prime contractor for this Improvement District.

The Developer has requested a modification to the storm sewer elevations at the east end of the project to allow site drainage without the use of a private lift station from the Developer's storm water pond. To achieve this, the sanitary sewer within the street needs to be up-sized from 8-inch to 10-inch to shallow the grade from west to east.

The cost to change the infrastructure will be \$10,201.23 and will be paid to the City by the Developer. This payment will be added to the project's assessment district and will not be assessed to property owners.

Recommended Motion:

Approve the described change order increasing the contract price to \$647,145.72.

Attachment
SEO

C: Thomas Knakmuhs
Brenda Derrig



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

Improvement District No	BN-19-J1	Change Order No	1
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Date Entered	6/20/2019	For	Fox Underground

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

EXPLANATION OF CHANGE: Sanitary Sewer Up-sizing

The developer has requested a modification to the storm sewer to allow them to drain the storm water pond without the use of a private lift station. The sanitary sewer needs to be up-sized from 8" to 10" to shallow grades and lower the storm sewer.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	61	Extra - Sanitary Sewer	LS	0.00	0.00	0.00	0.00	1.00	10,201.23	10,201.23
Sanitary Sewer Sub Total (\$)									10,201.23	

Summary

Source Of Funding

Special Assessments

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

10,201.23
0.00
636,944.49
647,145.72

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/15/2019		0.00	0.00	09/15/2019	

Description

APPROVED

Fox Underground

APPROVED DATE



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

[Signature] C-24-19
VP

Title

Department Head

[Signature] 7/15/19
Mayor

Attest



INVOICE

PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Bill To: City of Fargo
225 4th St N
Fargo, ND 58102

Invoice: 19-110-E
Date: 6/21/2019

Attn: Scott Olson

Project: BN-19-J1

Description	Qty	Unit	Price	Extended Price
Upsize Sanitary from 8" to 10" change 2 SBI's to 4' MH's	1.00	lsum	\$10,201.23	\$10,201.23

Balance Due: \$10,201.23

Thank You for your Business!

(27)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-L1 Type: Negative Final Balancing Change Order #1

Location: 28th Ave S, west of 55th St S and east of Veterans Blvd Date of Hearing: 7/8/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/15/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Negative Final Balancing Change Order #1 in the amount of \$-16,815.90, bringing the total contract amount to \$531,205.71.

Staff is recommending approval of Negative Final Balancing Change Order #1.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #1 in the amount of \$-16,815.90 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$-16,815.90, bringing the total contract amount to \$531,205.71 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

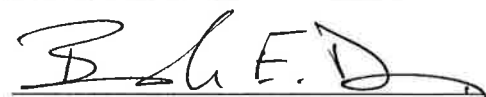
	Yes	No
Developer meets City policy for payment of delinquent specials		N/A
Agreement for payment of specials required of developer		N/A
50% escrow deposit required		N/A

COMMITTEE

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

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

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Improvement District No	BN-18-L1	Change Order No	1
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incide		
Date Entered	7/1/2019	For	Dirt Dynamics

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	1	Mulching Type 1 - Hydro	SY	4,165.00	0.00	4,165.00	-2,651.20	1,513.80	0.52	-1,378.62
	2	Mulching Type 2 - Straw	SY	2,120.00	0.00	2,120.00	2,866.70	4,986.70	0.78	2,236.03
	3	Seeding Type C	SY	6,285.00	0.00	6,285.00	218.50	6,503.50	0.78	170.43
	6	Slit Fence - Standard	LF	1,406.00	0.00	1,406.00	-1,406.00	0.00	2.32	-3,261.92
Miscellaneous Sub Total (\$)										-2,234.09
Sanitary Sewer	9	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	459.00	0.00	459.00	-421.00	38.00	10.00	-4,210.00
	13	F&I Pipe SDR 26 - 8" Dia PVC	LF	459.00	0.00	459.00	0.33	459.33	29.00	9.57
Sanitary Sewer Sub Total (\$)										-4,200.43
Water Main	14	F&I Fittings Ductile Iron	LB	1,072.00	0.00	1,072.00	140.00	1,212.00	5.42	758.80
	17	Plug Pipe 8" Dia	EA	1.00	0.00	1.00	2.00	3.00	175.00	350.00
	18	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	6.00	0.00	6.00	-2.00	4.00	35.00	-70.00
	19	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	76.00	0.00	76.00	-18.28	57.72	24.00	-438.72
	22	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	706.00	0.00	706.00	-27.79	678.21	30.00	-833.70
	23	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	40.00	0.00	40.00	34.50	74.50	58.00	2,001.00
	Water Main Sub Total (\$)									1,767.38
Storm Sewer	27	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	7.00	0.00	7.00	-7.00	0.00	10.00	-70.00
	28	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	390.00	0.00	390.00	-390.00	0.00	15.00	-5,850.00

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

Storm Sewer		34	F&I Pipe 21" Dia Reinf Conc	LF	390.00	0.00	390.00	82.17	472.17	49.00	4,026.33
		36	F&I Pipe w/GB 21" Dia Reinf Conc	LF	93.00	0.00	93.00	-93.00	0.00	61.00	-5,673.00
Storm Sewer Sub Total (\$)											-7,566.67
Paving		37	Remove Pavement All Thicknesses All Types	SY	403.00	0.00	403.00	-130.00	273.00	8.00	-1,040.00
		42	Subcut	CY	1,052.00	0.00	1,052.00	-992.00	60.00	3.00	-2,976.00
		45	F&I Class 5 Agg - 7" Thick	SY	607.00	0.00	607.00	-607.00	0.00	6.30	-3,824.10
		46	F&I Class 5 Agg - 8" Thick	SY	416.00	0.00	416.00	-416.00	0.00	7.20	-2,995.20
		47	F&I Class 5 Agg - 9" Thick	SY	2,548.00	0.00	2,548.00	607.00	3,155.00	8.10	4,916.70
		50	F&I Curb & Gutter Standard (Type II)	LF	1,376.00	0.00	1,376.00	-6.00	1,370.00	21.63	-129.78
		51	Remove Curb & Gutter	LF	251.00	0.00	251.00	29.00	280.00	12.00	348.00
		53	F&I Sidewalk 4" Thick Reinf Conc	SY	1,193.00	0.00	1,193.00	-19.30	1,173.70	44.30	-854.99
		54	F&I Sidewalk 6" Thick Reinf Conc	SY	83.00	0.00	83.00	8.30	91.30	52.50	435.75
		55	Remove Sidewalk 4" Thick Conc	SY	272.00	0.00	272.00	-30.00	242.00	5.00	-150.00
		56	F&I Driveway 7" Thick Reinf Conc	SY	288.00	0.00	288.00	-18.60	269.40	55.62	-1,034.53
		57	F&I Det Warn Panels Cast Iron	SF	240.00	0.00	240.00	8.00	248.00	46.35	370.80
		58	F&I Aggregate for Asph Pavement FAA 43	TON	1,274.00	0.00	1,274.00	-18.03	1,255.97	36.05	-649.98
		59	F&I Asphalt Cement PG 58-34	GAL	18,328.00	0.00	18,328.00	-2,140.18	16,187.82	2.06	-4,408.77
		67	F&I Diamond Grade Cubed	SF	31.40	0.00	31.40	2.10	33.50	22.70	47.67
Paving Sub Total (\$)											-11,944.43
Lighting		72	F&I Conductor #6 USE Cu	LF	5,280.00	0.00	5,280.00	1,776.00	7,056.00	1.39	2,468.64
		73	F&I Innerduct 1.5" Dia	LF	1,207.00	0.00	1,207.00	170.00	1,377.00	7.21	1,225.70
		74	F&I Luminaire Type A	EA	4.00	0.00	4.00	1.00	5.00	1,175.00	1,175.00
		76	F&I Light Standard Type A	EA	4.00	0.00	4.00	1.00	5.00	2,493.00	2,493.00
Lighting Sub Total (\$)											7,362.34
Summary											
Source Of Funding											
Net Amount Change Order # 1 (\$)											
											-16,815.90

Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	548,021.61
Total Contract Amount (\$)	531,205.71

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/02/2018		0.00	0.00	11/02/2018	

DESCRIPTION

APPROVED

APPROVED DATE

For Contractor

[Signature]

Title

Estimator

Department Head

Mayor

Attest

[Signature] 7/10/19

28

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-E1 Type: Negative Final Balancing Change Order #5

Location: Great Northern Drive Date of Hearing: 7/8/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/15/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Negative Final Balancing Change Order #5 in the amount of \$-8,243.95, bringing the total contract amount to \$2,266,848.36.

Staff is recommending approval of Negative Final Balancing Change Order #5.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #5 in the amount of \$-8,243.95 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #5 in the amount of \$-8,243.95, bringing the total contract amount to \$2,266,848.36 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure, Sales Tax, Street Rehab, & Special Assessments

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

COMMITTEE

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

ATTEST:

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

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM, Civil Engineer II
Date: July 2, 2019
Re: Project No. BR-18-E1 – Final Balancing Change Order #5
Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals

Background:

Attached is Final Balancing Change Order #5 in the amount of \$ -8,243.95 for Project No. BR-18-E1 Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals on Great Northern Drive and 17th St north of 7th Ave N. Please refer to the attached Final Balancing Change Order (FBCO) #5, which reconciles the estimated quantities used in the contract with the final quantities measured in the field.

Original Contract:	\$ 2,181,624.80
Change Order #1:	\$ 12,941.47
Change Order #2:	\$ 15,600.00
Change Order #3:	\$ 64,557.95
Change Order #4:	\$ 368.08
<u>FBCO #5:</u>	<u>\$ -8,243.95</u>
Total Contract:	\$ 2,266,848.36

Recommended Motion:

Approve Final Balancing Change Order #5 in the amount of \$ -8,243.95 to Dakota Underground Co. Inc.

Attachment

C: Brenda Derrig, City Engineer
Jody Bertrand, Storm Sewer Division Engineer
Dan Eberhardt, Special Assessments Coordinator



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

Improvement District No	BR-18-E1	Change Order No	5
Project Name	Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals		
Date Entered	7/1/2019	For	Dakota Underground Co Inc

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	2	Topsoil - Import	CY	1,100.00	0.00	1,100.00	-243.40	856.60	10.00	-2,434.00
	4	Seeding Type A	SY	7,559.00	0.00	7,559.00	-964.70	6,594.30	0.20	-192.94
	5	Mulching Type 1 - Hydro	SY	7,559.00	0.00	7,559.00	-964.70	6,594.30	0.35	-337.65
	6	Salvage Tree	EA	4.00	0.00	4.00	-4.00	0.00	600.00	-2,400.00
Miscellaneous Sub Total (\$)										-5,384.59
Removals	7	Remove Driveway All Thicknesses All Types	SY	1,365.00	0.00	1,365.00	-29.72	1,335.28	7.00	-208.04
	8	Remove Pavement All Thicknesses All Types	SY	9,684.00	0.00	9,684.00	-664.40	9,019.60	10.00	-6,844.00
	9	Remove Curb & Gutter	LF	3,875.00	0.00	3,875.00	174.90	4,049.90	3.00	524.70
	11	Remove Pipe All Sizes All Types	LF	3,414.00	0.00	3,414.00	-478.60	2,935.40	20.00	-9,572.00
Storm Sewer	12	Abandon Manhole	EA	7.00	0.00	7.00	-1.00	6.00	800.00	-800.00
	14	F&I Manhole 4' Dia Reinf Conc	EA	5.00	0.00	5.00	1.00	6.00	3,000.00	3,000.00
	19	Connect Pipe to Exist Structure	EA	12.00	0.00	12.00	-3.00	9.00	800.00	-2,400.00
	21	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	15.00	0.00	15.00	-15.00	0.00	75.00	-1,125.00
	22	F&I Pipe w/GB 12" Dia Reinf Conc	LF	398.00	0.00	398.00	-28.60	369.40	54.00	-1,544.40
	23	F&I Pipe w/GB 18" Dia Reinf Conc	LF	35.00	0.00	35.00	-6.00	29.00	60.00	-360.00
	24	F&I Pipe w/GB 21" Dia Reinf Conc	LF	300.00	0.00	300.00	-0.60	299.40	70.00	-42.00
	25	F&I Pipe w/GB 24" Dia Reinf Conc	LF	205.00	0.00	205.00	0.70	205.70	80.00	56.00
Removals Sub Total (\$)										-16,699.34



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

Storm Sewer	26	F&I Pipe w/GB SDR 26 - 24" Dia PVC	LF	80.00	0.00	80.00	-1.20	78.80	83.00	-99.60
	27	F&I Pipe w/GB 30" Dia Reinf Conc	LF	675.00	0.00	675.00	-3.10	671.90	107.00	-331.70
	28	F&I Pipe w/GB 36" Dia Reinf Conc	LF	1,268.00	0.00	1,268.00	-4.50	1,263.50	135.00	-607.50
	29	F&I Pipe w/GB 48" Dia Reinf Conc	LF	151.00	0.00	151.00	1.00	152.00	200.00	200.00
									Storm Sewer Sub Total (\$)	-3,254.20
Water Main	31	F&I Fittings Ductile Iron	LB	651.00	0.00	651.00	231.00	882.00	5.25	1,212.75
	32	F&I Gate Valve 10" Dia	EA	2.00	0.00	2.00	2.00	4.00	3,000.00	6,000.00
	33	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	12.00	0.00	12.00	-2.25	9.75	65.00	-146.25
	34	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	865.00	0.00	865.00	-18.70	846.30	72.00	-1,346.40
	39	Connect Water Service	EA	3.00	0.00	3.00	-1.00	2.00	550.00	-550.00
	40	F&I Insulation 2" Thick	SY	40.00	0.00	40.00	-40.00	0.00	25.00	-1,000.00
	41	F&I Restr Joint Pipe C900 DR 18 - 10" Dia PVC	LF	50.00	0.00	50.00	-27.60	22.40	110.00	-3,036.00
	42	F&I Pipe 1" Dia Copper	LF	200.00	0.00	200.00	-195.00	5.00	53.00	-10,335.00
	43	Transfer Water Svc	EA	1.00	0.00	1.00	-1.00	0.00	550.00	-550.00
	44	Rem & Repl CS & Box 1" Dia	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
									Water Main Sub Total (\$)	-10,250.90
Sanitary Sewer	45	F&I Pipe SDR 26 - 6" Dia PVC	LF	312.00	0.00	312.00	-312.00	0.00	65.00	-20,280.00
	46	F&I Pipe SDR 26 - 8" Dia PVC	LF	30.00	0.00	30.00	-30.00	0.00	80.00	-2,400.00
									Sanitary Sewer Sub Total (\$)	-22,680.00
Storm Water Management	51	Concrete Washout Area	EA	1.00	0.00	1.00	-1.00	0.00	1,000.00	-1,000.00
									Storm Water Management Sub Total (\$)	-1,000.00
Paving	52	Subgrade Preparation	SY	9,200.00	0.00	9,200.00	404.00	9,604.00	3.00	1,212.00
	53	F&I Woven Geotextile	SY	9,200.00	0.00	9,200.00	404.00	9,604.00	1.80	727.20
	54	F&I Class 5 Agg - 8" Thick	SY	9,200.00	0.00	9,200.00	404.00	9,604.00	7.00	2,828.00
	55	F&I Curb & Gutter Standard (Type II)	LF	3,468.00	0.00	3,468.00	630.97	4,098.97	16.00	10,095.52
	56	F&I Valley Gutter Reinf Conc	SY	74.00	0.00	74.00	-74.00	0.00	60.00	-4,440.00
	57	F&I Edge Drain 4" Dia PVC	LF	3,520.00	0.00	3,520.00	508.70	4,028.70	7.00	3,560.90



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

Paving	58	Castling to Grade - w/Conc	EA	33.00	0.00	33.00	5.00	38.00	500.00	2,500.00
	59	Castling to Grade - no Conc	EA	2.00	0.00	2.00	-2.00	0.00	500.00	-1,000.00
	60	GV Box to Grade - w/Conc	EA	5.00	0.00	5.00	-1.00	4.00	200.00	-200.00
	61	F&I Driveway 7" Thick Reinf Conc	SY	1,510.00	0.00	1,510.00	-112.40	1,397.60	45.00	-5,058.00
	62	F&I Det Warn Panels Cast Iron	SF	9.00	0.00	9.00	7.00	16.00	41.00	287.00
	63	Repair Pavement - Patch Asph	SY	6.55	0.00	6.55	108.05	114.60	100.00	10,805.00
	64	F&I Pavement 9" Thick Doweled Conc	SY	7,785.00	0.00	7,785.00	119.40	7,904.40	51.00	6,089.40
Signing	116	Rem & Repl Pavement 9" Thick Doweled Conc	SY	130.00	0.00	130.00	78.50	208.50	120.00	9,420.00
	65	F&I Sign Assembly	EA	9.00	0.00	9.00	1.00	10.00	50.00	36,827.02
	66	Remove Sign Assembly	EA	32.00	0.00	32.00	-8.00	24.00	20.00	-160.00
	67	F&I Sign Assembly & Anchor	EA	22.00	0.00	22.00	-2.00	20.00	70.00	-140.00
	68	F&I Diamond Grade Cubed	SF	131.50	0.00	131.50	1.26	132.76	20.00	25.20
	69	F&I Engineering Grade	SF	24.00	0.00	24.00	3.50	27.50	16.00	56.00
	70	Relocate Sign Assembly	EA	2.00	0.00	2.00	-2.00	0.00	75.00	-150.00
Paving Sub Total (\$)										36,827.02
Street Lighting	76	F&I Conductor #6 USE Cu	LF	13,148.00	0.00	13,148.00	-248.00	12,900.00	1.20	-297.60
	77	F&I Innerduct 1.5" Dia	LF	4,459.00	0.00	4,459.00	-159.00	4,300.00	8.00	-1,272.00
	81	Topsoil - Import	CY	500.00	0.00	500.00	-110.60	388.40	10.00	-1,569.60
	82	Remove Driveway All Thicknesses All Types	SY	467.00	0.00	467.00	0.80	467.80	7.00	-1,105.00
Reconstruction South Half of Great Northern Drive S.A.D.	83	Remove Pavement All Thicknesses All Types	SY	4,168.00	0.00	4,168.00	173.00	4,341.00	10.00	5.60
	84	Remove Curb & Gutter	LF	2,149.00	0.00	2,149.00	-488.00	1,661.00	3.00	1,730.00
	87	Subgrade Preparation	SY	4,200.00	0.00	4,200.00	270.20	4,470.20	3.00	-1,464.00
	88	F&I Woven Geotextile	SY	4,200.00	0.00	4,200.00	270.20	4,470.20	1.80	810.60
	89	F&I Class 5 Agg - 8" Thick	SY	4,200.00	0.00	4,200.00	270.20	4,470.20	7.00	486.36
	90	F&I Pavement 9" Thick Doweled Conc	SY	3,600.00	0.00	3,600.00	99.40	3,699.40	55.00	1,891.40
	Street Lighting Sub Total (\$)									5,467.00
	Signing Sub Total (\$)									-318.80



**CITY OF FARGO
ENGINEERING DEPARTMENT
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Reconstruction South Half of Great Northern Drive S.A.D.	91	F&I Curb & Gutter Standard (Type II)	LF	1,720.00	0.00	1,720.00	-6.90	1,713.10	16.00	-110.40
	92	F&I Edge Drain 4" Dia PVC	LF	1,770.00	0.00	1,770.00	-90.20	1,679.80	7.00	-631.40
	93	Casting to Grade - w/Conc	EA	3.00	0.00	3.00	6.00	9.00	500.00	3,000.00
	94	F&I Sidewalk 4" Thick Reinf Conc	SY	719.00	0.00	719.00	12.10	731.10	36.00	435.60
	95	F&I Driveway 7" Thick Reinf Conc	SY	435.00	0.00	435.00	1.70	436.70	45.00	76.50
	96	F&I Det Warn Panels Cast Iron	SF	45.00	0.00	45.00	-21.00	24.00	41.00	-661.00
	97	Seeding Type A	SY	2,400.00	0.00	2,400.00	1,224.00	3,624.00	0.20	244.80
	98	Mulching Type 1 - Hydro	SY	2,400.00	0.00	2,400.00	1,224.00	3,624.00	0.35	428.40
	103	F&I Conductor #6 USE Cu	LF	2,064.00	0.00	2,064.00	-64.00	2,000.00	1.25	-80.00
	104	F&I Innerduct 1.5" Dia	LF	688.00	0.00	688.00	-38.00	650.00	8.00	-304.00
	108	Repair Pavement - Patch Asph	SY	6.55	0.00	6.55	128.85	135.40	100.00	12,885.00
Reconstruction South Half of Great Northern Drive S.A.D. Sub Total (\$)										
	109	F&I Grooved Plastic Film 16" Wide	LF	88.00	0.00	88.00	-88.00	0.00	25.00	-2,200.00
Pavement Markings	110	F&I Grooved Plastic Film 24" Wide	LF	108.00	0.00	108.00	-108.00	0.00	35.00	-3,760.00
	111	F&I Grooved Plastic Film Message	SF	22.00	0.00	22.00	-22.00	0.00	39.00	-658.00
Pavement Markings Sub Total (\$)										-6,838.00

Summary

Source Of Funding	
Net Amount Change Order # 5 (\$)	-8,243.95
Previous Change Orders (\$)	93,467.50
Original Contract Amount (\$)	2,181,624.80
Total Contract Amount (\$)	2,266,848.36

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2018	11/20/2018	0.00	0.00	10/15/2018	11/20/2018



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

APPROVED *Bob Johnson* 7/1/19
For Contractor *Dakota Underground Company*
Title *Project Manager*

APPROVED DATE *7/10/19*
Department Head

Mayor

Attest

REPORT OF ACTION

29

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-C0

Type: Amendment #3

Location: 13th Ave S, 45th St to 12th St (WF)

Date of Hearing: 7/8/2019

RoutingDate

City Commission

7/15/2019

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Transportation Division Engineer, Jeremy Gorden, related to Amendment #3 in the amount of \$32,500.00 for additional tasks outside of the original scope of work.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Amendment #3.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Amendment #3 with Apex Engineering Group in the amount of \$32,500.00, bringing the total contract amount to \$1,195,891.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Yes	No

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)

N/A

N/A

N/A

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: July 2, 2019

Re: Improvement District No. BR-18-C0 - 13th Avenue S – 45th Street to 12th Street (WF)
Amendment #3 to Professional Services Agreement with Apex Engineering Group
for Design and Construction Services for Street Reconstruction Project

Background:

I have attached Amendment #3 to the Professional Services Agreement from Matt Kinsella with Apex Engineering Group that covers their additional services for work associated with the 13th Avenue South street reconstruction project whose limits are 45th Street to 12th Street in West Fargo.

This proposed Amendment is necessary to address with the contract with Apex that was outside of the original scope of work. The construction contract had a Substantial Completion Date of October 19, 2018, but continued this spring. This Amendment is needed for Apex and their subcontractors to continue with their work on this project.

The original contract with Apex Engineering Group was for \$1,029,065.00, Amendment #1 approved in January was in the amount of \$37,026.00, Amendment #2 was for \$97,300, and this Amendment #3 is for \$32,500, bringing the contract total in the amount of \$1,195,891.

Recommended Motion:

Approve Amendment #3 to Apex Engineering Group in the amount of \$32,500.

JMG/klb
Attachment



Water | Transportation | Municipal

701.323.3950
600 South 2nd Street – Suite 145
Bismarck, ND 58504

Letter of Transmittal

July 2, 2019

Mr. Jeremy Gorden
City of Fargo Engineering
200 3rd St N
Fargo, ND 58102

Re: Project No. BR-18-C1
13th Avenue Reconstruction – 45th St (Fargo) to 12th St E (West Fargo)
Apex Project No. R17.103.0120

The following items were transmitted to you:

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Report | <input type="checkbox"/> Contract | <input type="checkbox"/> Pay Application |
| <input type="checkbox"/> Specification | <input type="checkbox"/> Shop Drawing | <input type="checkbox"/> O&M Manual |
| <input type="checkbox"/> Plans | <input type="checkbox"/> CD/DVD | <input checked="" type="checkbox"/> Other: |

Date	Number	Description
07/02/18	1 (Original)	Signed Amendment No. 3

Response Required:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> For Your Records | <input checked="" type="checkbox"/> For Review/Comment |
| <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Not Approved |
| <input type="checkbox"/> Resubmit _____ Copies | <input type="checkbox"/> Sign and Return | <input type="checkbox"/> Other |

Comments: Jeremy, enclosed please find Amendment No. 3 for the referenced project.
Please let me know if you have any questions or need any additional information, thanks.

Signed _____

Josh Olson, PE

Engineering Services Agreement**Amendment No. 3****City of Fargo Project No. BR-18-C0**

Project: 13th Avenue Reconstruction – 45th Street (Fargo) to 12th Street East (West Fargo)
City of Fargo Project No. BR-18-C0; City of West Fargo Project No. 2251
Apex Project No. 17.103.0120

Client: City of Fargo (Engineering Department)
Attn: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation

Background/Description of Work:

Apex Engineering Group, Inc. was hired by the City of Fargo (in partnership with the City of West Fargo) to provide engineering services for the above project on 10/19/17. As previously planned for, the Contractor was not able to bring the project to Substantial Completion in the Fall / Winter of 2018. The Contractor required an additional 22 calendar days in the Spring of 2019 to complete their work to an acceptable status of substantial completion. This amendment includes the following:

- **Additional time for construction engineering:** As a result of the contractor not finishing the project to substantial completion in the fall / winter of 2018 and leaving the following items to finish in 2019; mainline concrete repair work, curb & gutter installation, sidewalk & ADA installation, decorative concrete placement, permanent signing, topsoil & seeding, and pavement markings. This amendment includes 5 additional weeks of construction inspection this spring / summer. Within those 5 weeks the prime contractor was assessed 22 days of liquidated damages (April 29th to May 20th). It should be noted that the contractor will be liable for liquidated damages during this same time frame that could reach as high as \$88,000. Please see the attached fee estimate for further information.
- **Additional Materials Testing:** The concrete testing elements of the project were also increased due to the fact that all field work was not completed in the fall / winter of 2019 and it was required by the contractor to finish the concrete work in 2020. The City will only be charged for the actual number of tests run at the same unit cost as the original contract.

The additional cost for these expanded tasks are represented in the following attachments:

1. Attachment #1 – Fee Estimate for Amendment No. 3

Fee Amendment Request:

The total fee for work expected to be completed as part of this Amendment: Amendment No. 3 = **\$32,500.00**

Contract Terms & Conditions:

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above described Amendment No. 3 and additional services described herein, including attachments, to be completed under the same Terms & Conditions of the Original Agreement signed by both parties and approved by the City of Fargo on October 19, 2017.

City of Fargo Authorization:

Signature: _____

Title: _____

Date: _____

Consultant:

Signature:  _____
David L. Miller

Title: VP/COO _____

Date: 7/2/19 _____

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. BN-19-A2 Type: Utility Relocation (AMENDED)

Location: 52nd Avenue South Date of Hearing: 7/8/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/15/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Minnkota utility relocation for Improvement District BN-19-A2.

City Commission previously approved the utility relocation in the amount of \$81,000 on January 28, 2019. Minnkota had additional costs during construction that were not included in the previously estimated amount. These costs were due to snow removal to access their lines and the de-energization of both of their lines throughout the bridge construction to allow the Contractor to complete the reconstruction in a safe manner around the power lines. The amended total of costs incurred by Minnkota Power totals \$137,357.43.

Staff is seeking approval to pay Minnkota Power \$137,357.43 for power line work and relocation.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to approve the amended utility relocation and payment to Minnkota Power.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the amended utility relocation and authorize payment to Minnkota Power for the adjusted amount of \$137,357.43.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

B. E. D.
Brenda E. Derrig, PE
City Engineer

Memorandum

To: Member of PWPEC
From: Kevin Gorder
Division Engineer
Date: July 3, 2019
Re: Improvement District No. BN-19-A2 – Minnkota Power Payment

Background:

During project development, Engineering Staff worked with Minnkota Power to develop plans to move their power lines in areas that conflicted with the expansion of 52nd Avenue. Minnkota Power owns an easement that overlaps City right of way, because of this the City is responsible for costs incurred by Minnkota Power. Minnkota Power estimated a cost of \$81,000 to move the towers that were known to be in conflict. This estimate was approved by PWPEC at the January 22, 2019 meeting.

Minnkota Power had additional costs during construction that were not included in the previously approved estimate. Bridge reconstruction started in March and Minnkota needed additional time to move snow so they could access their transmission lines. They also needed to de-energize both of their lines at times to allow the bridge contractor to complete the bridge reconstruction in a safe manner around the power lines. At that time, Minnkota had to remove the lines over the roadway to allow crane access during construction to install bridge pilings and beams. Costs incurred by Minnkota Power totaled \$137,357.43.

Recommended Motion:

Approve payment to Minnkota Power in the amount of \$137,357.43 for power line work required for Improvement District No. BN-19-A2.

KOG/klb
Attachment



A Touchstone Energy® Cooperative 

5301 32nd Ave S
Grand Forks, ND 58201-3312
Phone 701.795.4000
www.minnkota.com

Bill To:
FARGO, CITY OF
ATTN: KEVIN GORDER
225 4TH ST N
FARGO, ND 58102

Invoice
49702

Billing Date	Purchase Order Number
06/24/2019	
Customer Number	Customer Location
2063	227347

Remit To:
5301 32ND AVENUE SOUTH
GRAND FORKS, ND 58201

Terms	Due Date	Customer Contact	Contact Phone	Contact Fax
IMMEDIATE	06/24/2019			

Item Num	Description	Quantity	Unit Price	Units	Extended Amount
1	LABOR & OH	990.5	59.486754		58,921.63
2	MATERIALS	1	42559.34		42,559.34
3	FLEET USAGE	1	25814.79		25,814.79
4	PER DIEM	1	4987.62		4,987.62
5	G&A EXPENSES	1	5074.05		5,074.05

Special Instructions
52ND AVENUE EXPANSION

Totals

	SubTotal
	137,357.43
Tax	Amount Due
0.00	137,357.43

Kevin Gorder

From: Wayne Lembke <wlembke@minnkota.com>
Sent: Tuesday, July 2, 2019 4:25 PM
To: Kevin Gorder
Subject: FW: Invoice 49702 - 52nd Ave Expansion

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

Kevin,

Below is a list of extra work Minnkota completed that was not included in the original service agreement. The items below resulted in additional labor and fleet charges to the project.

- Snow removal outside of the roadway to access transmission line structures. The bridge contractor moved snow near the bridge but Minnkota provided staff time and equipment to gain access to the other sites along 52nd Avenue.
- The 69 kV line on the north side of the 52nd Ave bridge had to be completely removed and replaced twice to accommodate the bridge contractors work. The estimate in the service agreement included moving the poles to their new locations but it did not include dropping the wire spanning Legal Drain 27 and restring this section twice.
- The 69 kV line and 230 kV line were switched out of service multiple times so the bridge contractor could safely perform their work. Minnkota provided staff to perform the switching and establish the clearance points the bridge contractor.

Please let me know if you have any additional questions.

Wayne Lembke

Civil Engineering Manager

Minnkota Power Cooperative
5301 32nd Ave. South
Grand Forks, ND 58201
Office: (701) 795-4342
Cell: (218) 791-7621
Email: wlembke@minnkota.com
Web: minnkota.com



From: Wayne Lembke
Sent: Monday, July 01, 2019 4:33 PM
To: 'Kevin Gorder' <KGorder@FargoND.gov>
Subject: RE: Invoice 49702 - 52nd Ave Expansion

Kevin,

I will be meeting with a couple of operations folks tomorrow morning to discuss the extra work completed. I hope to have something sent over to you by the end of the day tomorrow.

Wayne Lembke

Civil Engineering Manager

Minnkota Power Cooperative
5301 32nd Ave. South
Grand Forks, ND 58201
Office: (701) 795-4342
Cell: (218) 791-7621
Email: wlembke@minnkota.com
Web: minnkota.com



From: Kevin Gorder <KGorder@FargoND.gov>
Sent: Monday, July 01, 2019 4:28 PM
To: Wayne Lembke <wlembke@minnkota.com>
Subject: [EXTERNAL] FW: Invoice 49702 - 52nd Ave Expansion

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Wayne,

I am not sure if Melanie has had a chance to connect with you yet and it is possible you are enjoying some vacation time with the holiday this week. The easiest way for me to pay this invoice is if I had a quick summary of the extras from you, much like the estimate you shared before the project started. I could attach that to my justification on why you needed to move because of our project and I can get this paid. I can pay it whenever and my next deadline is Wednesday morning and then every two weeks after that so as you have time. Sorry to create extra work on your part but with the extra amount, I need a bit more than what I have.

Thanks
Kevin

From: Melanie Skjoiten <mskjoiten@minnkota.com>
Sent: Friday, June 28, 2019 3:07 PM
To: Kevin Gorder <KGorder@FargoND.gov>
Subject: RE: Invoice 49702 - 52nd Ave Expansion

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Yes I'll have Wayne give you a call. He would know more of the detail.

Melanie Skjoiten

Accountant II

Minnkota Power Cooperative

5301 32nd Ave. South
Grand Forks, ND 58201

Office: (701) 795-4258
Email: mskjoiten@minnkota.com
Web: minnkota.com



From: Kevin Gorder <KGorder@FargoND.gov>
Sent: Friday, June 28, 2019 3:04 PM
To: Melanie Skjoiten <mskjoiten@minnkota.com>
Subject: [EXTERNAL] RE: Invoice 49702 - 52nd Ave Expansion

CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Melanie,

Thanks for sending this over and without trying to be too difficult, is there any way you could give me an idea why the amount is much higher than the \$81,000 estimate? I know Wayne and I had a conversation about a month ago and he thought it would be close to \$100,000. At that time Wayne shared that there was some additional cost to cut power so we could build the bridges safely. If you have any comments on the additional amount I could use to help justify the extra money, that would be very helpful.

Have a great weekend,
Kevin

From: Melanie Skjoiten <mskjoiten@minnkota.com>
Sent: Friday, June 28, 2019 2:34 PM
To: Kevin Gorder <KGorder@FargoND.gov>
Subject: Invoice 49702 - 52nd Ave Expansion

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

Kevin,

Attached is the invoice for the work done on 52nd Ave along with the service agreement for this work.

Have a great weekend!

Melanie Skjoiten

Accountant II

Minnkota Power Cooperative

5301 32nd Ave. South
Grand Forks, ND 58201

Office: (701) 795-4258
Email: mskjoiten@minnkota.com
Web: minnkota.com



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